

CITY OF NORTH KANSAS CITY, MISSOURI REGULAR COUNCIL MEETING

May 21, 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 Work Session Minutes from May 7, 2019** 
6. **Approval of Regular Council Meeting Minutes from May 7, 2019** 

Regular Items

7. **Six Month Renewal of Service Contract with Kansas City Area Transit Authority (KCATA) – Fixed Route and MetroFlex Service {Bill No. 7403 (Ordinance No. 9200)}** 

Before Council is a 6-month renewal of the contract between the KCATA and the City for bus service (fixed-route through the city and MetroFlex service [point-to-point]) within North Kansas City.) The City and KCATA typically enter into 12-month contracts. Earlier this year, however, KCATA asked the City to enter into a 6-month contract as they conducted a Mobility & Transit Study to analyze different transit options that better serve their passengers and allow them to become more efficient. In its memo, staff outlines the terms of the proposed six-month renewal. Staff recommends approval of the service contract for the period July 1-December 31, 2019.

8. Withdrawal from Missouri Clean Energy District (PACE Program) {Bill No. 7392 (Ordinance No. 9189)}



In 2013, the City joined the Missouri Clean Energy District, which operates a Property Assessed Clean Energy (PACE) program to allow homeowners and businesses to access financing for energy efficiency and renewable energy property improvements. In exchange for financing, parties participating in the program agree to pay annual special property assessments pursuant to the assessment contracts. These assessments are collected by the county collector in the same manner and with the same priority as ad valorem real property taxes. On December 3, 2018, the City received a letter signed by the Clay County Collector and Assessor, in which they advised that if the City did not rescind its ordinance participating in the MCED, the County would decline to renew its contract with the City for tax collection. Accordingly, staff recommends passage of an ordinance rescinding the City's original 2013 ordinance joining the MCED.

9. Professional Services Agreement for Downtown Streetscape Update (Resolution No. 19-027)



In 2015, the City Council discussed the possibility of refreshing the downtown streetscape and reviewed a conceptual plan for a streetscape update and tree species diversification. The FY 2019 Budget includes \$567,000 for the first phase of a proposed multi-year, multimillion dollar project to accomplish this project. In its memo, staff reviews the procurement process to identify the best qualified firm to begin the first phase, and recommends Confluence as the best qualified to conduct this work. The scope of work includes design of new streetscape components, 3-D modeling, utility coordination, material selection, technical specifications, community outreach and communications, plan production, construction cost estimates, and assistance with the selection of a contractor. Future assistance with construction-related services would be covered under a separate, future task order. Staff recommends approval of the design contract.

10. Contract Award – Fire Department Personal Protective Equipment (Resolution No. 19-026)



Firefighter Personal Protective Equipment (PPE), commonly known as bunker gear, should be replaced every seven (7) years according to NFPA standards. Firefighters wear this gear to all fire, rescue and training situations they encounter. In his memo, the Fire Chief reviews the procurement of bunker gear for a new cycle, and recommends the proposal made by Municipal Emergency Services. Staff recommends the City Council award a three-year contract agreement with Municipal Emergency Services, Inc. to supply bunker gear.

11. Amendment to the Liquor Code – 3:00 a.m. Closings {Bill No. 7401 (Ordinance No. 9198)}



As discussed at the April 23rd meeting of the City Council, staff has learned that one of the establishments that are licensed to sell liquor by-the-drink until 3:00 a.m. has closed permanently. The consensus of the Council was to reduce the number of authorized 3:00 licenses from the current six down to five. An ordinance has been prepared accordingly. Staff recommends approval of the ordinance.

12. Mutual Aid Agreement with Platte County Sheriff’s Department {Bill No. 7404 (Ordinance No. 9201)}



The North Kansas City Police Department has mutual aid agreements with a number of law enforcement agencies in the area. These agreements, which are authorized by the State of Missouri, allow officers from one jurisdiction to respond to another jurisdiction in times of emergencies, or during other times when additional help is needed. These agreements provide legal protection for the officers that are taking enforcement actions outside of their own jurisdictions. Staff recently recognized that we do not have a mutual aid agreement in place with the Platte County Sheriff’s Department. Since there are occasions where our agencies might interact during a critical incident, it is appropriate to enact a mutual aid agreement with them. The Platte County Sheriff, Mark Owen, is interested and willing to enter into this agreement. Staff recommends approval of the agreement.

13. Approving Accounts Due and Payable by the City through May 17, 2019 {Bill No. 7405 (Ordinance No. 9202)}



14. Staff Comments

- Upcoming City Items of Note



15. Councilmember Comments

16. Mayor’s Comments

17. 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
May 7, 2019**

The City Council met in an open work session on Tuesday, May 7, 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
Jesse Smith
Valerie Pearman
Zachary Clevenger
Rick Stewart - Absent
Fred Steffen
Tom Farr

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Sara Copeland, Community Development Director
Steve Beamer, Police Chief
Dave Hargis, Fire 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 proposed ordinances associated with medical marijuana. Community Development Director Sara Copeland, Police Chief Steve Beamer and Fire Chief Dave Hargis discussed code changes proposed by staff ude to the passage of Missouri Constitutional Amendment No. 2 last November. Council and staff discussion ensued. The Council consensus was to move forward with the proposed ordinances and bring them back to Council for approval.

Proposed Ordinances
– Medical Marijuana

There being no further business before the Council, C. Clevenger made a motion to adjourn at 6:35 p.m., seconded by C. Farr. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried.

Adjourn

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 21st day of May 2019

**Minutes of the North Kansas City, Missouri City Regular Council Meeting of
May 7, 2019**

The City Council met in regular session on Tuesday, May 7, 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
Jesse Smith
Valerie Pearman
Zachary Clevenger
Rick Stewart - Absent
Fred Steffen
Tom Farr

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

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

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

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

Consent agenda included the following items: | Consent Agenda

Approval of the Work Session Minutes from April 16, 2019

Short-Term Conditional Use Permit – Memorial Day Event at Memorial Park

Short-Term Conditional Use Permit – KC Showdown Car Show

Short-Term Conditional Use Permit – North Kansas City Public Library Book Walk

Short-Term Conditional Use Permit – Fayette Street Block Party

Short-Term Conditional Use Permit – Arts in the Park Festival Banner

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

Discussion Regarding Property Tax Collections Contract with Clay County and City Participation in Missouri Clean Energy District PACE Program. City Administrator Eric Berlin introduced Clay County Collector Lydia McEvoy. Ms. McEvoy spoke to the Council regarding her request that the City discontinue its participation in the Missouri Clean Energy District Residential (MCED) PACE Program. She explained the amount of staff time it takes to administer this program. She stated if the City would not discontinue the PACE program, her office will no longer be able to continue Property Tax Collections for the City of North Kansas City. Discussion ensued. It was the Council consensus that staff should bring forward for formal Council consideration ordinances withdrawing from the MCED and entering into a new contract for property tax collections with the Clay County Collector.

Property Tax Collections Contract with Clay County and City Participation in Missouri Clean Energy District PACE Program

Presentation to Council from McClure Engineering Regarding Proposed Armour/Walker Intersection Improvements. City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that on December 4, 2018, the City Council approved a Task Order with McClure Engineering to complete a traffic study of the intersection of Armour Road and Walker Road. Currently, eastbound traffic turning left onto Walker Road can stack up significantly beyond the left turn lanes and into the through travel lanes at peak times, and southbound traffic on Walker Road occasionally stacks past the intersection with Clay Edwards Drive. The completed traffic study recommends that the City make improvements to the intersection to extend the eastbound Armour left turn lanes onto

McClure Engineering Presentation – Armour/Walker Intersection Improvements

Walker Road, reconfigure the southbound Walker lanes, and make changes to the median islands and signal timings to improve operation of the traffic signal. Jay Bures and Ryan Davis with McClure Engineering were present and reviewed the findings of the traffic study with the City Council. The consensus of the Council was to have staff bring forward for formal Council consideration a contract with McClure Engineering to begin the design process for these improvements.

Consideration of an Ordinance Authorizing a Conditional Use Permit to Permit Shared Parking as a Conditional Use at 1520 Swift, Subject to the Conditions Incorporated Herein {Bill No. 7399 (Ordinance No. 9196)}. City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that the owner of the property at 1520 Swift intends to submit an application to the Missouri Department of Health and Senior Services for a license to cultivate, manufacture, and sell medical marijuana at this property. While staff has determined that a majority of the proposed medical marijuana facility operation can be classified as a continuation of the legal, non-conforming use of the property, the conversion of a portion of the building to retail and office uses triggers a higher parking requirement that must be met at this time. That parking requirement has led to an application for a Conditional Use Permit to establish shared parking at 15th and Erie. In its memo, staff explains the applicant's proposal for meeting the requirement. Staff recommends approval of the ordinance approving the Conditional Use Permit. Discussion ensued. C. Pearman moved that Bill No. 7399 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7399 was read. C. Farr moved that Bill No. 7399 be placed on second and final reading and passed as Ordinance No. 9196, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7399 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9196, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of a Resolution Approving an Agreement for Commission of Public Art Work Between the City of North Kansas City and Sijia Chen (Resolution No. 19-024). City Administrator Berlin asked Assistant City Administrator Kim Nakahodo to present this item to Council. Ms.

Ordinance 9196 –
Application for
Conditional Use Permit
– Shared Parking
Arrangement –
Proposed Medical
Marijuana Facility at
1520 Swift

Resolution No. 19-024
– Award of Contract –
Richards Park Public
Art Sculpture

Nakahodo stated that in June of 2018, the City Council approved the formation of a committee to develop ideas for using the Tim C. Crummett Family Charitable Fund to accomplish beautification projects in the City. In August of 2018, the committee identified Richards Park as an ideal candidate for a commissioned, unique and site-specific public art sculpture. A national "Call to Artists" was issued, and after an interview process, the committee selected artist Sijia Chen's proposal. Now presented for Council approval is a contract in the amount determined by the committee as appropriate for this work. Staff recommends approval of award of contract. Discussion ensued. C. Farr moved to approve Resolution No. 19-024, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried.

Consideration of an Ordinance Approving the Issuance of Subordinate Tax Increment Revenue Bonds (One North Hotel Project), Series 2019C by the Industrial Development Authority of the City of North Kansas City, Missouri, and Authorizing Certain Documents and Actions in Connection Therewith {Bill No. 7396 (Ordinance No. 9193). City Administrator Berlin asked the City's Financial Advisor Matthew Webster with George K. Baum to present this item to Council. Mr. Webster stated that the One North Master Developer has requested that the City and the Industrial Development Authority (IDA) work to issue subordinate revenue bonds for the Tax Increment Revenue Bonds (One North Hotel Project) Series 2019A, previously issued by the IDA. In its memo staff explains the details of these bonds and the rationale for them. The "subordinate" designation means that all of the senior debt issues in January 2019 must be paid in full prior to the payment of principal and accrued interest on the subordinate bonds. Because the risk of repayment is greater for the subordinate bonds, the Master Developer has agreed to buy the bonds himself. The subordinate bonds will be issued by the IDA and such bonds will not be a debt of the City, nor will the City be financially liable for the payment of principal and interest on the bonds. Staff recommends that the Council pass the ordinance approving the City's role in the issuance of the subordinate revenue bonds by the IDA. Discussion ensued. C. Farr moved that Bill No. 7396 be placed on first reading, seconded by C. Pearman. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7396 was read. C. Farr moved that Bill No. 7396 be placed on second and final reading and passed as Ordinance No. 9193, seconded by C. Pearman. The roll was

Ordinance No. 9193 –
Subordinate Tax
Increment Revenue
Bonds – One North
Hotel Project – Series
2019C

called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7396 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9193, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of an Ordinance Approving the Issuance of Subordinate Tax Increment Revenue Bonds (One North MOB Project), Series 2019D by the Industrial Development Authority of the City of North Kansas City, Missouri, and Authorizing Certain Documents and Actions in Connection Therewith {Bill No. 7397 (Ordinance No. 9194). City Administrator Berlin asked Financial Advisor Webster to present this item to Council. Mr. Webster stated that the One North Master Developer has requested that the City and the Industrial Development Authority (IDA) work to issue subordinate revenue bonds for the Tax Increment Revenue Bonds (One North Medical Office Building [MOB] Project) Series 2019B, previously issued by the IDA. In its memo staff explains the details of these bonds and the rationale for them. The "subordinate" designation means that all of the senior debt issues in January 2019 must be paid in full prior to the payment of principal and accrued interest on the subordinate bonds. Because the risk of repayment is greater for the subordinate bonds, the Master Developer has agreed to buy the bonds himself. The subordinate bonds will be issued by the IDA and such bonds will not be a debt of the City, nor will the City be financially liable for the payment of principal and interest on the bonds. Staff recommends that the Council pass the ordinance approving the City's role in the issuance of the subordinate revenue bonds by the IDA. C. Farr moved that Bill No. 7397 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7397 was read. C. Farr moved that Bill No. 7396 be placed on second and final reading and passed as Ordinance No. 9193, seconded by C. Pearman. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7397 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9194, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9194 –
Subordinate Tax
Increment Revenue
Bonds – One North
Medical Office Building
Project – Series 2019D

Consideration of an Ordinance Approving the Issuance of Subordinate Hotel Tax Revenue Bonds (One North Hotel Project), Series 2019E by the Industrial Development Authority of the City of North Kansas City, Missouri, and Authorizing Certain Documents and Actions in Connection Therewith {Bill No. 7398 (Ordinance No. 9195)}. City Administrator Berlin asked the City's Finance Advisor Mr. Webster to present this item to Council. Mr. Webster stated that The One North Master Developer has requested that the City and the Industrial Development Authority (IDA) work to issue subordinate revenue bonds for the Hotel Tax Revenue Bonds (One North Hotel Project) Series 2019, previously issued by the IDA. In its memo staff explains the details of these bonds and the rationale for them. The "subordinate" designation means that all of the senior debt issues in January 2019 must be paid in full prior to the payment of principal and accrued interest on the subordinate bonds. Because the risk of repayment is greater for the subordinate bonds, the Master Developer has agreed to buy the bonds himself. The subordinate bonds will be issued by the IDA and such bonds will not be a debt of the City, nor will the City be financially liable for the payment of principal and interest on the bonds. Staff recommends that the Council pass the ordinance approving the City's role in the issuance of the subordinate revenue bonds by the IDA. C. Farr moved that Bill No. 7398 be placed on first reading, seconded by C. Pearman. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7398 was read. C. Farr moved that Bill No. 7398 be placed on second and final reading and passed as Ordinance No. 9195, seconded by C. Pearman. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7398 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9195, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of a Resolution Approving a Contract Services Agreement for Landscape Maintenance at One North with CMJ Lawn LLC (Resolution No. 19-025). City Administrator Berlin asked Public Works Director Pat Hawver to present this item to Council. Mr. Hawver stated that in the fall of 2018, landscape improvements within the City's right-of-way in the One North Development were completed. The landscape improvements include an irrigation system, new grass, ornamental trees, and various types of shrubbery. Maintenance of the new landscaping, which extends approximately $\frac{3}{4}$ of a mile from Highway

Ordinance No. 9195 –
Subordinate Hotel Tax
Revenue Bonds –
Series 2019E

Resolution No. 19-025
– Contract for
Landscape
Maintenance Services
at One North

210 to 16th Avenue, is currently the obligation of the City. In its memo, staff reviews procurement for landscape services, and recommends award of contract to CMJ Lawn, LLC. Discussion ensued. C. Farr moved to approve Resolution No. 19-025, seconded by C. Pearman. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried.

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)}. City Administrator Berlin called on Building Official David Harris to present this item to Council. Mr. Harris stated that 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 5th in order to be consistent with the other local amendment changes made by the City Council at that meeting. This is a clean-up measure. Staff recommends approval of the ordinance. Discussion ensued. C. Farr moved that Bill No. 7384 be placed on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7384 was read. C. Farr moved that Bill No. 7384 be placed on second and final reading and passed as Ordinance No. 9181, seconded by C. Pearman. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7384 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9181, 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 May 3, 2019 {Bill No. 7400 (Ordinance No. 9197)}. C. Farr moved that Bill No. 7400 be placed on first reading, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes. Motion carried. Bill No. 7400 was read. C. Farr

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

Ordinance No. 9197 –
Approving Accounts
Due and Payable by
the City Through May
3, 2019

moved that Bill No. 7400 be placed on second and final reading and passed as Ordinance No. 9197, seconded by C. Pearman. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7400 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9197, was signed and approved by the Mayor, and attested by the City Clerk.

Assistant City Administrator Nakahodo stated that the Planning Commission will be hosting a Community For All Ages work session tomorrow, May 8, 2019, at 6:00 PM at the Parks and Recreation Center. This meeting will be focusing on Housing and Commercial Development.

Staff Comments

City Administrator Berlin stated that the Upcoming City Items of Note and the YMCA Monthly Financial Report are in the agenda packet. Also in the packet is the proposed Budget Calendar for your consideration for the upcoming 2020 Budget. Proposed dates are Wednesday, September 4 for Capital Projects, and Wednesday, September 11 for Operating Budget, and Thursday, September 12, if needed, with adoption on Tuesday, September 17. These meetings will be held at 6:00 PM. Discussion ensued. Councilmember Pearce indicated that she was not available on Wednesdays, but suggested that the meetings be held on the dates proposed.

Mr. Berlin stated that a couple of events providing services to residents were held this past weekend. Saturday morning was the annual shred event which had 83 participants and shred 2000-2500 pounds of paper. In the afternoon Saturday was the annual vaccination day, during which 69 animals were vaccinated.

Mr. Berlin noted that the Water Plant tour will be held at 5:30 PM on Thursday, May 16.

C. DeLong stated that 23rd Street needs some attention. A lot of debris and rock is being left by the high school contractor. Staff noted that the Community Development Department has spoken to the contractor today about cleaning this street, and staff will stay on this issue. C. DeLong asked for an update for the mural project. Ms. Nakahodo stated that Crummett Beautification Committee has selected the wall on the building located at 1443 Swift, and the local Call to Artists went out yesterday and will be open until May 31, 2019. After that, the

Councilmembers'
Comments

committee will select an artist and begin the contract process, with painting planned to start in July. C. DeLong noted that it is Small Business Week this week, as well as National Bike Month.

C. Pearce stated that she received a letter from a constituent who had a small dog at the weekend vaccination event and her mother had a small dog there also. Both dogs were bitten by a larger dog. She has asked that we consider some parameters around the vaccinating of the pets at next year's event to avoid something like this happening again. Mr. Berlin stated the City regrets that this occurred and will look at such measures. C. Pearce also inquired about a budgeted item of picnic tables and chairs for the homeless that sometimes congregate in the southern part of the city. Mr. Berlin stated that we are still working with the Missouri Department of Transportation to transfer that property right to us.

C. Smith thanked Ms. Nakahodo for the work she is doing with the arts around NKC. He said he is very excited to see the sculpture going in at Richards Park and the mural on the wall in the future. C. Smith noted that it is Small Business Week. We have second Saturdays in North Kansas City, which this month will be on May 11, so come out and see what is being offered at our local businesses.

C. Pearman had nothing at this time.

C. Clevenger stated he had a resident inquire about the dog park being closed. Mayor Stielow stated he takes his dog to the dog park. He stated it has been closed due to the rain and cold weather. It is currently closed when there are heavy rains and the ground is saturated. Mayor Stielow stated it needs to be signed a little better stating why it is closed. C. Clevenger stated he had seen on the news over the last week a couple of North Kansas City businesses being featured. It is nice to see NKC Businesses getting media attention. C. Clevenger noted that Parks & Recreation employee Cynthia Garcia will be retiring. He thanked her for her years of service to the City. C. Clevenger inquired about a portable speed awareness device that has been put up at 21st and Macon. Police Chief Steve Beamer stated there had been a complaint in that area. C. Clevenger inquired about whether staff had learned anything about possibly lighting of the arch over Armour. Ms. Copeland stated that staff is working with the sign contractor to get a bid with a mock up of how this would look.

C. Steffen stated that May 18 is the City-wide Garage Sale.

C. Farr had nothing at this time.

Mayor Don Stielow stated that all of the Councilmembers received a note from Rich Groves of the North Kansas City Business Council reminding the Council that we have 900+ small businesses in North Kansas City. Mr. Groves recommended that each Councilmember try to go visit some of these businesses this week.

Mayor's Comments

Consideration of a request to hold and recess into an executive session, as requested by the City Administrator, to be held on this date, on a real estate matter pursuant to Missouri Revised Statutes § 610.021(2). C. Farr moved to recess into executive session at 8:39 p.m., seconded by C. Clevenger. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried.

Executive Session

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Executive Session

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Executive Session

C. Pearce moved to adjourn at 9:52 p.m., seconded by C. Steffen. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 21st day of May 2019

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Assistant City Administrator

DATE: May 21, 2019

RE: Six Month Renewal of Service Contract with Kansas City Area Transit Authority (KCATA) – Fixed Route and MetroFlex Service

Budget Authority: FY 2019 Transportation Fund:	\$427,500
Previous Six-month Agreement:	(\$217,897)
This Six-month Agreement:	<u>(\$209,556)</u>
Remaining Budget Authority:	\$ 37

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

The City and KCATA typically enter into 12-month contracts. Earlier this year, however, KCATA asked the City to enter into a 6-month contract as they conducted a Mobility & Transit Study to analyze different transit options that better serve their passengers and allow them to become more efficient. Since that time, the KCATA has used the initial findings within the study to lessen the cost of our service in the last half of 2019.

KCATA advises that the cost of the proposed 6-month fixed-route service and MetroFlex service is as follows:

MetroFlex	64%	\$134,122
Fixed-route	36%	<u>\$ 75,444</u>
TOTAL		\$209,566

The 2019 January-June 6-month contract was in the amount of \$217,897. Annual expenditures will be \$427,453. The 2018 twelve-month contract amount was in the amount of \$415,042. Thus, the total amount for 2019 will be 3% higher than the total amount paid in 2018.

Staff recommends approval of the service contract for the period July 1-December 31, 2019.

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

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

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

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

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

WHEREAS, the City and KCATA desire to enter into a certain Contract for Transit Service.

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

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

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

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

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

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

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

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

PASSED this 21st day of May, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 21st day of May, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “1”

Six Month Contract
July 1, 2019 – December 31, 2019

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

NORTH KANSAS CITY, MISSOURI

THIS CONTRACT, entered into this ____ day of ____, 2019 by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **NORTH KANSAS CITY, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

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

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

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

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

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

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period July 1, 2019, through December 31, 2019, unless sooner terminated under Paragraph "7" of this Contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$209,566**. This estimate is based on the following components of cost and revenue to applied to this Agreement:

Service Cost	\$ 275,417
Passenger Revenue	<u>(\$ 17,100)</u>
Total Operations	\$ 258,317
Federal PM	(\$ 54,943)
Missouri State Funding	<u>(\$ 1,938)</u>
Local Operating Contribution	\$ 201,436
Local Capital Contribution	<u>\$ 8,130</u>
Total Local Share	\$ 209,566

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$209,566**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share, or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:

- a. The Community's monthly Local Share will be one-sixth of the Community's portion of the estimated total deficit amount.
 - b. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
 - c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c", will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the Community's Local Share.
7. When the estimated total operating loss of **\$209,566** is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
 8. The Community may cancel or amend any component or portion of the Transit Service described in Appendix B at the beginning of a quarter, provided that written notice is given to KCATA, sixty (60) days prior to the affected quarter.
 9. If for any reason the KCATA is unable to obtain the federal or state assistance, and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a

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

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

B. Americans with Disabilities Act of 1990 Special Service Provision

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

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

Freedom service inside North Kansas City.

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

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

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____

Daniel Serda, Chairman of the Board of Commissioners

ATTEST:

By: _____

Witness

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name & Title:

ATTEST:

By: _____

City Clerk

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

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

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

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

C. Indirect Operating Expenses - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or RideKC Flex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

D. Estimated Net Income or Loss - Intra-City Routes - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

E. Allocation of Net Income or Loss on Inter-City Routes.

1. Suburban Express Routes

a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.

b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.

b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.

- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.
- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

F. Capital Expense - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

G. Enclave Communities - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

H. For Service Implemented After December 31, 1997 – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

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

ATTACHMENT "B"

CITY OF NORTH KANSAS CITY - CONTRACT SERVICE

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

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

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

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

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

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

Full Fare: \$1.50

Reduced Fare: \$0.75

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



MEMORANDUM

TO: Mayor and City Council

FROM: Eric Berlin, City Administrator, City of North Kansas City

DATE: May 21, 2019

RE: Withdrawal from Missouri Clean Energy District (PACE Program)

In 2010, the Missouri General Assembly established the Property Assessed Clean Energy (PACE) program to allow homeowners and businesses to access financing for energy efficiency and renewable energy property improvements. This provided for the establishment of Clean Energy Development Boards, which are political subdivisions of the State of Missouri. Property owners can obtain financing for energy-efficient improvements to their home by entering into assessment contracts with the clean energy district. In exchange for the financing, parties agree to pay annual special property assessments pursuant to the assessment contracts. By the terms of the PACE Act, the special assessments agreed to under the terms of the assessment contract are a lien on the property against which it is assessed on behalf of the PACE District. These assessments are collected by the county collector in the same manner and with the same priority as ad valorem real property taxes.

While any City has the authority to establish such districts, it is impractical for most cities to do so on their own. In the alternative, such boards have been established at the state or regional level in order to finance such projects. The Missouri Clean Energy District is one such board. To join a clean energy district, a city simply passes an ordinance allowing the board to operate in that jurisdiction. Administration of the program after an ordinance is handled entirely by the clean energy board, with no further action or oversight by the city. In 2013, the City of North Kansas City passed Ordinance 8704, attached, authorizing the City to join the Missouri Clean Energy District.

In 2017 the Clay County Collector, Lydia McEvoy, refused to collect MCED PACE assessments. Ms. McEvoy was sued by MCED. Ms. McEvoy lost the lawsuit in August, 2018, and was ordered by the court to begin collecting the assessments. The Court

found that the Collector did not have the legal authority to refuse to collect these assessments.

The City has a contract with Clay County for the collection of the City's property taxes. On August 7, 2012, the City entered into a contract that called for Clay County to collect the City's property taxes for the years 2012-2015, with automatic renewal for the years 2016 – 2019 if not cancelled by either party. In order for the City to continue to have its taxes collected by the County beyond this year, it will need to enter into a new contract with the Clay County Collector.

On December 3, 2018, Clay County cities that participate in the Missouri Clean Energy District and whose taxes the County collects (North Kansas City, Gladstone, Excelsior Springs and Kansas City) received the attached letter signed by the Clay County Collector and Assessor, in which they complained about the excessive burden of processing these assessments on their offices. They advised that if the cities did not rescind our ordinance participating in the MCED, they would decline to renew our contract for tax collection.

The City is now faced with the choice of continuing in the MCED PACE District as it pertains to residential PACE loans or rescinding its ordinance joining the district, which will allow the City to enter into a new collection contract with Clay County. Staff is aware of only three MCED PACE loans currently in place in North Kansas City. Ms. McEvoy has assured staff that any assessments currently in place will continue to be collected by Clay County.

Our current system of tax collection is clearly superior to the one that we employed before we entered into the contractual relationship with the County, both for the City government and our taxpayers. The old system was much more time-intensive, and North Kansas City taxpayers would receive two real estate property tax bills and two personal property tax bills – one each from the City and the County. The County's fee for collecting the City's taxes is 1.0% of all sums collected. In 2018, this amount came to \$30,864.

Staff recommends passage of the ordinance rescinding the City's original 2013 ordinance joining the MCED.

AN ORDINANCE REPEALING ORDINANCE NO. 8704 PERTAINING TO THE MISSOURI CLEAN ENERGY DISTRICT AND PROPERTY ASSESSED CLEAN ENERGY PROGRAM.

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 95th General Assembly of Missouri enacted §§ 67.2800 through 67.2835, inclusive, MO. REV. STAT., the “Property Assessment Clean Energy Act” (the “**Act**”); and

WHEREAS, by the adoption of the Act, it was determined that the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property, would create jobs for residents of the City, advance the economic well-being and public and environmental health of the City, and contribute to the energy independence of our nation; and

WHEREAS, § 67.2810.1, MO. REV. STAT., authorized one or more municipalities (as defined in § 67.2800.7, MO. REV. STAT.) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy (“**PACE**”) Program so that owners of qualifying property could access funding for energy efficiency improvements to their properties located in such municipalities; and

WHEREAS, on January 3, 2011 by Bill No. 2010-102 (the “**CEDB Bill**”), the City of Jefferson City, Missouri established the Mid-Missouri Clean Energy Development Board doing business as the Missouri Clean Energy District (the “**District**”); and

WHEREAS, on August 20, 2013, the City adopted Ordinance No. 8704, which enabled the City to participate in the PACE program and to join the District; and

WHEREAS, subsequent to the adoption of Ordinance No. 8704, the City Council has learned that collection of the PACE program liens has placed a significant burden on the Clay County Collector and the Clay County Assessor, in addition to the time spent in the collection of the City’s real or personal property taxes levied; and

WHEREAS, the City Council does not wish to burden the Clay County Collector or the Clay County Assessor any more that may be needed; and

WHEREAS, the City desires to now repeal Ordinance No. 8704 in its entirety and, therefore, Ordinance No. 8704 will no longer have any legal affect whatsoever in the City of North Kansas City, Missouri.

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

Section 1. Repeal of Ordinance No. 8704 and Withdrawal from the District. The City Council of the City of North Kansas City does hereby repeal Ordinance No. 8704, in its entirety, duly enacted the 20th day of August 2013. To the extent legally required, the City Council does further authorize and direct that the City of North Kansas City withdraw its membership in the Mid-Missouri Clean Energy Development Board doing business as the Missouri Clean Energy District.

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

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

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

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

PASSED this 21st day of May, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 21st day of May, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

MEMORANDUM



TO: Mayor and City Council
City Administrator

FROM: Sara Copeland, AICP, Community Development Director

DATE: May 21, 2019

RE: Professional Services Agreement for Downtown Streetscape Update

Budget Authority:	FY 2019 Gaming Fund – Downtown Streetscape:	\$567,000
	This Agreement:	<u>(\$ 67,000)</u>
	Amount Remaining for Construction (FY19):	\$500,000

Downtown North Kansas City is known for its picturesque streetscape, including mature trees, lush landscaping, and decorative sidewalk pavers. However, many of the trees are reaching the end of their lifecycle. Some paving bricks are being eroded from the bottom by long-term exposure to roadway de-icing salt. The decorative light poles are worn, no longer manufactured, and the City has an extremely limited number of replacements available.

In 2015, the City Council discussed the possibility of refreshing the downtown streetscape and reviewed a conceptual plan for a streetscape update and tree species diversification. Since that time, the City has planted street trees where they were missing or in need of removal. Events in and around downtown, including a major building fire and demolition, plans for a new multi-family development, increasing interest in bicycling to downtown, and a developing retail renaissance make a streetscape update more critical at this time.

To identify the best qualified firm to provide these services, the City issued a Request for Qualifications to provide streetscape design services. We received submittals from five firms and interviewed three to learn more about their qualifications and approach to the project. The selection committee recommends Confluence Company, Inc. ("**Confluence**") as the best qualified to conduct this work. The City has previously worked with Confluence on the gateway signage master plan and the Burlington Corridor Complete Street Plan.

Staff has worked with Confluence to develop the scope of work included with this agreement. This scope of work includes design of new streetscape components, 3-D modeling, utility coordination, material selection, technical specifications, community outreach and communications, plan production, construction cost estimates, and assistance with the selection of a contractor. Future assistance with construction-related services would be covered under a separate, future task order.

A representative from Confluence will be present at the Council meeting to answer any questions you have about this project.

RESOLUTION NO. 19-027

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH CONFLUENCE COMPANY, INC., FOR CERTAIN PROFESSIONAL LANDSCAPE ARCHITECTURE, ENGINEERING AND RELATED SERVICES RELATED TO THE DOWNTOWN STREETScape PROJECT

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

WHEREAS, the City desires to make improvements to the existing downtown streetscape, including new pavement, landscape, lighting, and related features; and

WHEREAS, after undertaking a Request for Qualifications process, the City has selected Confluence Company, Inc. (the “**Consultant**”) to provide certain professional services to assist in the development of plans, specifications, drawings, and other documents; and

WHEREAS, the City has determined that the Consultant has the qualifications, experience, expertise and skill to provide the necessary services for the City to refresh the downtown streetscape; and

WHEREAS, the City and the Consultant now desire to enter into a Professional Services Agreement (the “**Agreement**”) and Task Order No. 1 (“**Task Order**”) for the services set forth in the Agreement and the Task Order.

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

Section 1. Authorization and Approval of Agreement. The City Council hereby authorizes the City to enter into the Professional Services Agreement with Confluence Company, Inc., in connection with certain professional landscape architecture, engineering, and related services to be performed on behalf of the City relating to the City’s Downtown Streetscape update project, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City Council hereby approves the Agreement. The City is hereby authorized to pay the costs associated with the Agreement, provided that such costs do not exceed the amount set forth in the Agreement, as may be amended by the City Council from time to time.

Section 2. Authorization and Approval of Task Order. The City Council hereby authorizes the City to enter into Task Order No. 1 as part of the Agreement with Confluence Company, Inc., in connection with the specifically identified professional landscape architecture, engineering, and related services to be performed on behalf of the City relating to the City’s Downtown Streetscape update project, which Task Order shall be in substantially the form of “**Exhibit 2**”, attached hereto and incorporated herein by reference. The City Council hereby

approves Task Order No. 1. The City is hereby authorized to pay the costs associated with the Task Order, provided that such costs do not exceed the amount set forth in the Task Order, as may be amended by the City Council from time to time.

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

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

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

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

DONE this 21st day of May, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (this “**Agreement**”), effective this ____ day of May, 2019 (“**Effective Date**”), is between the CITY OF NORTH KANSAS CITY, MISSOURI (the “**City**”), a municipal corporation in the State of Missouri, and CONFLUENCE COMPANY, INC. (the “**Consultant**”), an Iowa corporation, registered and licensed to do business in the State of Missouri (collectively, the “**Parties**” or individually, the “**Party**”).

RECITALS

A. 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.

B. The Consultant, a registered professional landscape architecture firm, represents that the Consultant is, and will continue to be for this Agreement’s duration, an Iowa corporation in good standing, which is registered, licensed and doing business in the State of Missouri. The Consultant employs persons who are duly registered or licensed to practice landscape architecture in the State of Missouri.

C. The Consultant possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s services and tasks in a professional and competent manner.

D. The Consultant represents that it is qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subconsultants. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement and each Task Order.

E. The Consultant desires to furnish and perform professional services for the City, which services include, but are not limited to, the design and appropriate drawings, plans and specifications for downtown streetscape improvements. The Consultant has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

NOW THEREFORE, the City and the Consultant in consideration of their mutual covenants herein agree in respect of the performance of professional landscape architecture and related services by the Consultant and the payment for those services by the City, as set forth herein.

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which the City and the Consultant have entered into this Agreement. The City and the Consultant acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM OF AGREEMENT

2.1 The professional services set forth in this Agreement shall commence upon the Effective Date of this Agreement and terminate upon completion of the construction phase of the project unless this Agreement ends sooner according to the terms elsewhere in this Agreement. If the services covered by this Agreement have not been completed within 36 months from the Effective Date of this Agreement, through no fault of the Consultant, extension and compensation for the Consultant's services shall be subject to re-negotiation.

2.2 The Consultant represents that it possesses the requisite skill and ability to enable it to perform the services defined by this Agreement, and covenants that it will exercise and apply its skill, ability and judgment in the performance of all of the Consultant's responsibilities under this Agreement and each Task Order, with the normal skill and care exercised by similar professionals rendering these types of services.

3.0 SERVICES AND RESPONSIBILITIES OF CONSULTANT

3.1 **Scope of Services.** In compliance with the terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as "**Exhibit A**", and incorporated herein by reference, which services may be referred to herein as the "Services" or "Work" hereunder. The Consultant represents and agrees that the Services or Work performed under this Agreement will be performed in a competent and professional manner and all such Services will meet the standard set forth in Section 2.2 of this Agreement. Consultant's services during the construction phase shall not require Consultant to make exhaustive or continuous inspections to check quality or quantity nor shall Consultant be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for any contractor's failure to perform the construction work in accordance with the Contract Documents. The Consultant states that it is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, the Consultant covenants that it shall follow those professional standards in performing the Work and Services required hereunder with the normal skill and care exercised by similar professionals rendering such types of services under similar circumstances. Further, in compliance with all of the terms and conditions of this Agreement, the Consultant's services shall be detailed in a duly executed Task Order for each Specific Project, except as hereinafter provided. Each Task Order shall indicate the specific services to be performed and deliverables to be provided. The general format of

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

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

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

3.4 **Task Order Procedure.**

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

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

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

3.6. **Written Authorization.** The Consultant shall not make changes in the Scope of Services, perform any additional work, or provide any additional material, without first obtaining written authorization from the City. If the Consultant provides

additional services or materials without written authorization, the Consultant proceeds at the Consultant's own risk and without payment.

3.7. **Professional Standard of Care.** During this Agreement's Term:

A. The Consultant and its Subconsultants, subcontractors, employees, and agents (collectively, "**Consultant Parties**") shall perform all of the Services in this Agreement, including each Task Order, in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

B. Consultant Parties must perform all Services required of Consultant Parties under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement or any Task Order. All such provided work and services shall be performed in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Consultant Parties' profession currently practicing in Missouri under similar circumstances. By delivering the completed work, Consultant Parties represent and certify that their work conforms to: the requirements of this Agreement and each Task Order; all applicable (federal, state, county, local, City) laws, rules, regulations, orders, and procedures; and the professional standard of care in the Missouri.

C. Consultant Parties are responsible for making an independent evaluation and judgment of observable and studied conditions affecting performance of the Services. Data, calculations, opinions, reports, investigations, or any other information or documents that the City provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by the City.

D. When the Scope of Services requires or permits the City's review, approval, conditional approval, or disapproval, the Consultant acknowledges that the City's review, approval, conditional approval, or disapproval:

1. Is solely for the purposes of administering this Agreement or any Task Order and determining whether the Consultant is entitled to payment for its Services;
2. Is not to be construed as a waiver of any breach, or acceptance by the City, of any responsibility (professional or otherwise) for the Services or the Consultant's work product;
3. Does not relieve the Consultant of the responsibility for complying with the standard of performance or professional care; or laws, codes rules, regulations, or industry standards; and

4. Does not relieve the Consultant from liability for damages arising out of the Consultant's negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

E. Without additional compensation to the Consultant and at no cost to the City, the Consultant shall correct or revise errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, plans, surveys or other services that fail to meet the foregoing standard, and which are reported to Consultant within two years from the completion of Construction of the Project. Any review, approval, acceptance or payment for any of the Services by the City does not relieve the Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. This provision in no way limits the City's rights against Consultant either under this Agreement, at law or in equity.

3.8. **Basic Services.** The Consultant's basic services shall consist of the phases described as follows or any Task Order and shall include where applicable, but are not limited to, landscape, architectural, structural, civil, mechanical, traffic and electrical engineering services, as well as appropriate surveying, planning and design services. During each Task Order or phase of work, the Consultant shall fulfill all requirements and responsibilities as described in this Agreement and in each Task Order. Any deviation from, or deletion to, these requirements and responsibilities must be requested in writing by the Consultant, and must be approved in writing by the City. The Consultant shall obtain written approval from the City before proceeding with each phase. Specific basic services applicable to all Task Orders and all phases include the following:

A. The Consultant shall prepare and distribute to the City meeting minutes of all meetings, and telephone logs documenting conversations concerning project scope. The Consultant shall attend project review meetings for each Task Order or each phase of the project unless otherwise directed by the City.

B. The Consultant shall prepare a monthly payment request form for all billings. The Consultant shall include a list of services and/or tasks accomplished and the status of work with regard to the project schedule.

C. It is understood that the project designed hereunder shall be efficient, economical, reliable, and of proven quality material.

D. All Architectural and Engineering services performed by the Consultant and its Subconsultants shall be supervised by a Professional Architect and/or Professional Engineer respectively, who is currently registered by the State of Missouri. All project drawings and specifications shall bear the seal of the Professional Architect and/or Engineer. The Consultant will furnish the City a written list of all Subconsultants. The Consultant and its subconsultants shall possess the degree of care, learning, skill and ability which is ordinarily possessed by members of their profession and the Consultant

and its Subconsultants will exercise such degree of care, learning, skill and ability as is ordinarily employed by architects, engineers and surveyors under similar conditions and like circumstances.

E. Estimates of construction costs provided by the Consultant under this Agreement will represent the Consultant's use of the most appropriate methods and accurate data available, and the Consultant's best judgment as a design professional familiar with the construction industry. Neither the Consultant, nor the City, has control over the cost of labor, material, or equipment, or over the Bidder's method of determining competitive bid prices. Therefore, while the Consultant cannot guarantee that the estimate of construction cost will not vary from actual bids, the Consultant recognizes the City's interest in receiving dependable estimates of construction costs and will endeavor to provide the City with timely estimates based on current information and free from mathematical error.

3.9 **Record Drawings.** The Consultant shall furnish the City one set of Record Drawings on high quality (minimum 24 lb.) bond paper within twenty-one (21) days of receipt of the marked-up drawings from the Contractor. These drawings shall indicate as-built conditions at final completion of the project based upon information supplied by the Contractor, and shall be of sufficient quality to facilitate photographic reproduction. An electronic copy in the format designated by the City, shall be furnished of any drawings. The City will retain one percent (1%) of the Consultant's total fee until Record Drawings, as specified, are received. By incorporating information supplied by the Contractor into the Record Drawings, the Consultant does not assume responsibility for the accuracy of the Contractor-supplied information.

4.0 CITY'S RESPONSIBILITIES

4.1. The City shall assist the Consultant by placing at Consultant's disposal all information the City has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.2. The City shall arrange for access to, and make all provisions for, the Consultant to enter upon public and private property as required for the Consultant to perform its services.

4.3. The City shall review the itemized deliverables/documents identified in this Agreement.

4.4. The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services or any defect in the work of the Contractor.

5.0 TIME FOR PERFORMANCE

5.1. The Consultant shall perform the Services according to the Project Time Schedule defined in each Task Order as necessary to complete the outlined scope of services.

5.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, the Consultant shall not proceed from one phase or increment to the next without written authorization from the City.

5.3. **Force Majeure.** If an event or condition constituting a “force majeure”—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, natural disaster—prevents or delays a Party from performing or fulfilling an obligation under this Agreement, or other cause beyond the control of a party, the Party is not in Default, under Paragraph 14.1 of this Agreement, of the obligation. A delay beyond a Party’s control automatically extends the time, in an amount equal to the period of the delay, for the Party to perform the obligation under this Agreement. The Parties shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

6.0 PERSONNEL

6.1. **Representative of Consultant.** The Consultant designates Terry Berkbuegler as the representative of the Consultant authorized to act in its behalf with respect to the Work and Services specified herein and said representative of the Consultant is authorized to make all decisions in connection therewith.

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

6.3. **Key Personnel.** The Consultant’s project team shall work under the direction of the following key personnel: Terry Berkbuegler, Principal-in-Charge and Matt Evett, Project Manager. The Consultant shall minimize changes to its key personnel. The City may request key personnel changes, and the City may review and approve key personnel changes proposed by the Consultant. The City will not unreasonably withhold approval of key personnel assignments and changes.

6.4. **Use of Agents or Assistants.** With the City’s prior written approval, the Consultant may employ, engage, or retain the services of persons or entities (“**Subconsultants**”) that the Consultant may deem proper to aid or assist in the proper performance of the Consultant’s duties. Consultant will contractually require its

Subconsultants to include the City as an additional insured on the Subconsultant's commercial general liability, professional liability and automobile liability policies and indemnify the City for damages caused by the Subconsultant. The Consultant is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to the Consultant. The Consultant represents that the Consultant has made thorough investigation of all Subconsultants to be utilized in performance of this Agreement and any Task Order to assure that such Subconsultants possess the skill, knowledge and experience qualifying them to perform those aspects of this Agreement to be performed by them at a standard for design of projects of comparable complexity and to assure that such Subconsultants can perform without delay the required services in their areas of expertise at a cost which is reasonable and is within the allowances for such cost which have been taken into account by the Consultant in agreeing to the compensation provided for in this Agreement or any Task Order. The City will not pay a markup to the Consultant for Subconsultant work. Nothing in this Agreement constitutes or creates a contractual relationship between the City and anyone other than the Consultant.

6.5. **Independent Contractor.**

A. The Consultant understands and acknowledges that the Consultant is an independent contractor, not an employee, partner, agent, or principal of the City. Neither this Agreement nor any Task Order creates a partnership, joint venture, association, or employer-employee relationship between the Parties. At its own expense, the Consultant is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for the Consultant and for the Consultant's employees and Subconsultants. The Consultant has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom the Consultant uses in performing the Services under this Agreement and each Task Order. The Consultant shall provide the Services in the Consultant's own manner and method, except as this Agreement or Task Order specifies. The Consultant shall treat a provision in this Agreement or any Task Order that may appear either to give the City the right to direct the Consultant as to the details of doing the work, or to exercise a measure of control over the work, as giving the Consultant direction only as to the work's end result.

B. The Consultant shall indemnify, defend (including the Consultant's providing and paying for legal counsel for the City), and hold harmless the City for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that the City may be required to make on behalf of the Consultant, an employee of the Consultant, or any employee of the Consultant construed to be an employee of the City, for the work done under this Agreement or any Task Order.

6.6. **Non-Discrimination in Employment.** The Consultant shall not discriminate against any employee or person who is subject to this Agreement or any Task Order because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

6.7. **Disability Access Laws.** The Consultant represents and certifies that the work product, studies, reports, designs, drawings, and specifications that the Consultant prepares under this Agreement will fully conform to all applicable disability access and design laws, regulations, and standards—including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and similar Missouri Regulations.

6.8. **Not Used.**

6.9. **Workers' Compensation.** The Consultant understands and acknowledges that all persons furnishing services to the City under this Agreement are, for the purpose of workers' compensation liability, employees solely of the Consultant and not of the City. In performing the Services or the work under this Agreement or any Task Order, the Consultant is liable for providing workers' compensation benefits to the Consultant's employees, or anyone whom the Consultant directly or indirectly hires, employs, or uses. The City is not responsible for any claims at law or in equity caused by the Consultant's failure to comply with this Paragraph.

7.0 **FACILITIES**

7.1. The Consultant shall provide all facilities necessary to fully perform and complete the Services. If the Consultant needs to use a City facility, the Consultant shall meet and confer with the City before the Consultant begins the work that this Agreement requires. The Parties shall agree to any costs chargeable to the Consultant, and in an amendment to this Agreement, the Parties shall describe the facility's terms of use and its charges.

7.2. The Consultant shall pay for any damage to the City property, facilities, structures, or streets arising out of the Consultant's use, occupation, operation, or activities in, upon, under, or over any portion of them.

8.0 **PAYMENT**

8.1. The City's payment to the Consultant will be based upon the stipulated lump sum fee shown on the Fee Schedule included in each Task Order and attached as "Exhibit A" to this Agreement and is incorporated into it by this reference (with a maximum total cost to the City as set forth below). Except as itemized in the Fee Schedule included in each Task Order, the Consultant shall pay for all expenses,

including reimbursable or out-of-pocket expenses, that the Consultant incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

8.2. **Invoices and Task Order Sum.** Consultant shall prepare detailed invoices in accordance with standard invoicing practices and the specific Task Order. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date. Consultant shall submit monthly invoices to the City for services actually performed, based on the project progress that has occurred. Invoices shall be submitted to the City's Contract Officer. Consultant's compensation will accrue on percent complete basis, in accordance with Consultant's Fee Schedule, included in each Task Order and attached hereto as Exhibit "A". For the services rendered pursuant to this Agreement and each Task Order, Consultant shall be compensated in an amount based upon percentage of completion of the services outlined in the Task Order Specific Project, excluding reimbursable expenses as set forth hereinafter.

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

8.4 **Reimbursable Expenses.** Reimbursement for out-of-pocket expenses such as printing, delivery charges, filing fees, subconsultant fees approved in writing by City prior to work being commenced or application fees will be calculated by Consultant at Consultant's actual cost with no administrative overhead charges. Estimated reimbursable expenses shall be included on each Task Order.

8.5 **Payment—Invoices.** Consultant shall submit monthly invoices to City for services actually performed, based on the project progress that has occurred. Invoices shall be submitted to City's Contract Officer. The City is not obligated to pay, and will withhold from payment, any amounts the City has in dispute with Consultant based on Consultant's non-performance or negligent performance of any of the services under this Agreement and shall provide written notice of the reasons for withholding payment to Consultant within 10 days of receipt of invoice. Consultant shall be entitled to stop work, upon 10-day written notice to City, if City fails to pay in accordance with this Agreement.

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

8.7. If the City requires additional work not included in this Agreement, the Consultant and the City shall negotiate the additional work, mutually agree on the amount of

additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

8.8. **Taxes.** The Consultant shall pay all applicable (federal, state, county, local, City) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon the Consultant's services under this Agreement.

9.0 **AUDIT BY THE CITY**

9.1. During this Agreement's Term and for a period of one (1) year after the expiration, cancellation, or termination of this Agreement, or any extension of it, the Consultant shall:

A. Keep and maintain, in their original form, all records, books, papers, or documents related to the Consultant's performance of this Agreement; and

B. Permit the City or its authorized representatives, at all reasonable times, upon reasonable notice, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe records, books, papers, or documents related to the Consultant's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work the Consultant has performed or will perform under this Agreement at Consultant's office.

10.0 **DATA, RECORDS, PROPRIETARY RIGHTS**

10.1. **Copies of Data.** The Consultant shall provide the City with copies or originals of all data that the Consultant generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that the Consultant generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, the City.

10.2. **Ownership and Use.**

A. Unless the City states otherwise in writing, each document, including, but not limited to, each report, draft, record, drawing, plan, survey or specification (collectively, "**Work Product**"), that the Consultant prepares, reproduces, or causes its preparation or reproduction for this Agreement is the City's exclusive property.

B. The Consultant acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services. The Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Services. Any use or reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant, or to Consultant's subconsultants.

10.3. **Intellectual Property.**

A. If the Consultant uses or incorporates patented, trademarked, or copyrighted work, ideas, or products—in whole or in part—into the Consultant’s work product, the Consultant represents that:

1. The Consultant holds the patent, trademark, or copyright to the work, idea, or product; or
2. The Consultant is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

B. Unless the City states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in the City. The Consultant waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of the City.

C. The Consultant shall indemnify, defend (including the Consultant’s providing and paying for legal counsel for the City), and hold harmless the City, its officers, officials, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

10.4. **Confidentiality.** The Consultant shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of the Consultant’s Scope of Services. Without the City’s prior written authorization, the Consultant shall not disclose or publish— or authorize, permit, or allow others to disclose or publish—data, drawings, designs, specifications, reports, or other information relating to the Services or the work that the City assigns to the Consultant or to which the Consultant has access. The restrictions in this paragraph will not apply if such information (a) is or becomes in the public domain other than by violation of a confidential obligation; (b) is known to Consultant prior to receipt as evidenced by written documentation; (c) is authorized for disclosure by the written approval of the City; or (d) is lawfully derived by Consultant from a source other than the City without restriction as to the use or disclosure of the information.

10.5. **Missouri Open Records Law.**

A. The Consultant acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the Missouri Sunshine Law (MO. REV. STAT. 610.010, *et seq.*), including its exemptions. The Consultant acknowledges that the City has no obligation to notify the Consultant when a request for records is received.

B. The Consultant shall identify in advance all records, or portions of them, that the Consultant believes are exempt from production under the Missouri Sunshine Law.

C. If the Consultant claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

1. The Consultant may, when notified by the City of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
2. The City may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

D. If the Consultant fails to identify one or more protectable documents, in the City's sole discretion, and without its being in breach of this Agreement or its incurring liability to the Consultant, the City may produce the records, in whole, in part, or redacted, or may decline to produce them.

E. The Consultant shall indemnify, defend (including the Consultant's providing and paying for legal counsel for the City), and hold harmless the City, its officers, officials, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging the City's refusal to publicly disclose one or more records that the Consultant identifies as protectable, or asserts is protectable.

11.0 CONFLICT OF INTEREST

11.1. **Conflict of Interest.** The Consultant represents and certifies that:

A. The Consultant's personnel are not currently officers, agents, employees, representatives, or elected officials of the City;

B. The Consultant will not employ or hire a City officer, agent, employee, representative, or elected official during this Agreement's Term;

C. The City's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

D. During this Agreement's Term, the Consultant will inform the City about any possible conflict of interest that may arise as a result of any change in circumstances.

12.0 LIABILITY AND INSURANCE

12.1. When the Consultant signs and delivers this Agreement to the City, and during this Agreement's Term, the Consultant shall furnish the City with insurance forms that meet the requirements of, and contain provisions entirely consistent with, all of the "Insurance Requirements" set forth in this Article 12 of this Agreement.

12.2. **Liability.** The Consultant agrees to defend, indemnify, and save harmless the City, its Officers, Officials, Agents, Employees and representatives, from and against all loss or expense from any injury or damages to property of others arising out of the negligent acts, errors, or omissions of the Consultant's operations. The Consultant agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Consultant, or at the option of the City, agrees to pay to or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims, or demands. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its officers, officials, employees, agents or representatives.

12.3. **Insurance.** The Consultant shall provide and maintain, during the life of this Agreement, insurance acceptable to the City which will afford protection and coverage in accordance with the requirements set forth below. The Consultant shall cause each Subconsultant to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the City, approved by its City Council.

A. Commercial General Liability coverage to protect the Consultant from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under this Agreement. The coverage will provide protection for all operations by the Consultant or any Subconsultant or by anyone directly or indirectly employed by the Consultant or Subconsultant. In addition, the coverage is to include "The City of North Kansas City, Missouri" as "additional insured". The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit, per occurrence and \$2,000,000 general aggregate, for both bodily injury and property damage combined and \$2,000,000 products/completed operations aggregate.

B. Commercial Automobile Liability coverage will be provided by the Consultant and include coverage for all owned, hired, and non-owned vehicles. The coverage is to include for protection of the Consultant and Subconsultant or by anyone directly or indirectly employed by either of them. The minimum limit of coverage to be provided is \$1,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate.

C. Professional Liability Insurance, with minimum limits of \$1,000,000

per claim and \$2,000,000 in the aggregate, will be provided by the Consultant to cover claims arising out of the negligent acts, errors and omissions by the Consultant, Subconsultant, or anyone directly or indirectly employed by them.

D. Worker's Compensation Insurance Coverage A: Worker's Compensation Insurance for all the Consultant's employees at the site of the project, and in case any work is sublet, the Consultant shall contractually require any Subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees. This coverage shall comply in all respects with the requirement of the Statutes of the State of Missouri. Coverage B: Employer's Liability, in a limit no less than \$500,000 for each of the three coverages listed for Employer's Liability.

E. All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the City, *e.g.*, all coverages should be placed with Insurance Carriers that are licensed to do business in the state of Missouri as an admitted Carrier and all coverages placed are subject to the City's approval as to form and content, as well as Carrier. All required coverages shall be obtained and paid for by the Consultant.

F. The Consultant shall furnish the City with certificates, Additional Insured endorsements, policies, or binders which indicate the Consultant and/or the City (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of the work. Consultant is required to maintain coverages as stated and required to notify the City of a carrier change or cancellation within 2 business days. The City reserves the right to request a copy of the policy. If the Consultant fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the City may obtain such insurance at the cost and expense of the Consultant without notice to the Consultant.

G. It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the City does not assume any liability for acts of the Consultant, any Subconsultant or their employees in the performance of this Agreement.

H. The General Liability and the Professional Liability insurance policies shall apply to the negligent acts, errors, or omissions of the Consultant, its officers, agents, employees, and for the Consultant's legal responsibility for the negligent acts, errors, or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of the Consultant or the Consultant's subconsultants.

12.4. This Agreement's insurance provisions:

A. Are separate and independent from the indemnification and defense provisions in Article 13 of this Agreement; and

B. Do not represent that coverages and / or limits will be adequate to protect

the Consultant.

13.0 INDEMNITY AND LIMITATION OF CITY'S LIABILITY

13.1. To the maximum extent permitted by law, the Consultant, its employees, agents, Subconsultants, and persons whom the Consultant employs or hires (individually and collectively, ("Consultant Indemnitor")) shall indemnify, defend, and hold harmless the City, its officers, officials, agents, employees, and representatives (individually and collectively, "City Indemnitee") from and against a "**liability**" [as defined in Subparagraph A. below], or an "**expense**" [as defined in Subparagraph B. below], or both, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of a Consultant Indemnitor:

A. "**Liability**" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

1. Actual or alleged;
2. In contract or in tort; or
3. For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

B. "**Expense**" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

1. Attorney's fees;
2. Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
3. Fees of an accountant, expert witness, consultant, or other professional; or
4. Pre or post: judgment interest or settlement interest.

13.2. Under this Article, Consultant Indemnitor's defense and indemnification obligations:

A. Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a City Indemnitee; but

B. Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a City Indemnitee.

13.3. To the extent that Consultant Indemnitor’s insurance policy provides an upfront defense to the City, Consultant Indemnitor’s obligation to defend a City Indemnitee under this Article:

A. Means that Consultant Indemnitor shall provide and pay for legal counsel, acceptable to the City, for the City Indemnitee;

B. Occurs when a claim, suit, complaint, pleading, or action against a City Indemnitee arises out of, pertains to, relates to, or asserts the negligence, recklessness, or willful misconduct of Consultant Indemnitor; and

C. Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies Consultant Indemnitor.

13.4. Paragraph 13.3 does not limit or extinguish Consultant Indemnitor’s obligation to reimburse a City Indemnitee for the costs of defending the City Indemnitee against a **liability**, or an **expense**, or both. A City Indemnitee’s right to recover defense costs and attorney’s fees under this Article does not require, and is not contingent upon, the City Indemnitee’s first:

A. Requesting that Consultant Indemnitor provide a defense to the City Indemnitee; or

B. Obtaining Consultant Indemnitor’s consent to the City Indemnitee’s tender of defense.

13.5. If the Consultant subcontracts all or any portion of the Services under this Agreement, the Consultant shall provide the City with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless City Indemnitee under the terms in this Article.

13.6. Consultant Indemnitor’s obligation to indemnify, defend, and hold harmless the City will remain in effect and will be binding upon Consultant Indemnitor whether the **liability**, or the **expense**, or both, accrues—or is discovered—before or after this Agreement’s expiration, cancellation, or termination.

13.7. Except for Paragraph 13.3, this Article’s indemnification and defense provisions are separate and independent from the insurance provisions in Article 12. In addition, the indemnification and defense provisions in this Article:

A. Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 12; and

B. Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 12.

13.8. **Limitation of City's Liability.** The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$500.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City for any action or claim arising from the Agreement is limited to a maximum amount of \$500.00 less the amount of all funds actually paid by the City to the Consultant pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the Consultant agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$500.00, which amount shall be reduced by the amount actually paid by the City to the Consultant pursuant to this Agreement, for any action, or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 537.600, MO. REV. STAT., or to extend the City's liability beyond the limits established in said Section 537.600, MO. REV. STAT.; and no claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Paragraph 13.8 do not apply to monies owed, if any, for services rendered to the Consultant by the City under the provisions of this Agreement.

14.0 DEFAULT, REMEDIES, AND TERMINATION

14.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

A. The Consultant refuses or fails—whether partially, fully, temporarily, or otherwise—to:

1. Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
2. Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
3. Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

B. The Consultant, or its personnel, or both—whether partially, fully, temporarily, or otherwise:

1. Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
 2. Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
 3. Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
 4. Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or
- C. The Consultant:
1. Or another party for or on behalf of the Consultant: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
 2. Delegates—whether in whole, in part, temporarily, or otherwise—its duties or obligations under this Agreement, without notifying the City, or without the City’s written authorization;
 3. Assigns, transfers, pledges, hypothecates, grants, or encumbers—whether in whole, in part, temporarily, or otherwise—this Agreement or any interest in it, without notifying the City, or without the City’s written authorization;
 4. Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on the Consultant’s behalf, is convicted under state or federal law, during this Agreement’s Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or
- D. Any other justifiable cause or reason, as reasonably determined by the City Administrator, or a designee.

14.2. **Notice of Default.** If the City deems that the Consultant is in Default, or that the Consultant has failed in any other respect to satisfactorily perform the Services specified in this Agreement, the City may give written notice to the Consultant specifying the Default(s) that the Consultant shall remedy within fourteen (14) days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

14.3. **Remedies upon Default.** Within fourteen (14) days after receiving the City's Notice of Default, if the Consultant refuses or fails to remedy the Default(s), or if the Consultant does not commence steps to remedy the Default(s) to the City's reasonable satisfaction, the City may exercise any one or more of the following remedies:

A. The City may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as the Consultant has corrected the Default;

B. The City may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) the Consultant for a task related to the claimed Default;

C. The City may withhold all moneys, or a sum of money, due the Consultant under this Agreement, which in the City's sole determination, are sufficient to secure the Consultant's performance of its duties and obligations under this Agreement;

D. The City may immediately terminate the Agreement;

E. The City may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

1. Seeking the Consultant's specific performance of all or any part of this Agreement; or

2. Recovering damages for the Consultant's Default, breach, or violation of this Agreement; or

F. The City may pursue any other available, lawful right, remedy, or action.

14.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 14.3, the City may elect to terminate this Agreement at any time upon thirty (30) days' prior written notice. Upon termination, the Consultant shall receive compensation only for that work which the Consultant had satisfactorily completed prior to the termination date. The City shall not pay the Consultant for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

15.0 GENERAL PROVISIONS

15.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither the Consultant nor the City has made any promises or representations,

other than those contained in this Agreement or those implied by law. The Parties may modify this Agreement, or any part of it, by a written amendment with the City's and the Consultant's signature.

15.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both Parties. Every provision in this Agreement must be interpreted as though the Parties equally participated in its drafting. Therefore, despite any law to the contrary, if this Agreement's language is uncertain, the Agreement must not be construed against the Party causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an exhibit, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

1. The Agreement.
2. Exhibit A.
3. Exhibit B.

15.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

15.4. **Applicable Law.** This Agreement shall be deemed to be a Missouri contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the State of Missouri, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the State of Missouri.

15.5. **Venue.** Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Clay County, Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such county. The Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

15.6. **Compliance with all Laws.**

A. The Consultant shall perform all Services and prepare documents in compliance with the applicable requirements of all federal, state and local laws, codes, rules regulations, ordinances and standards in effect on the effective date of this Agreement, and as subsequently amended.

B. The Consultant acknowledges that § 285.530, MO. REV. STAT., prohibits any business entity or employer from knowingly employing, hiring for

employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. The Consultant therefore covenants that it is not knowingly in violation of subsection 1 of § 285.530, MO. REV. STAT., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Services to be rendered under this Agreement, and that its employees are lawfully eligible to work in the United States.

15.7. The applicable statute of limitation shall begin to run and all claims and causes of action, other than claims or causes of action relating to a latent design defect, shall be deemed to have accrued (i) with respect to all claims and causes of action hereunder arising from any act or failure to act by either party to this Agreement occurring before the Date of Final Completion of the Work, on the Date of Final Completion, and (ii) with respect to all claims and causes of action arising hereunder from any such act or failure to act occurring on or after the Date of Final Completion, on the date of issuance of the final Certificate for Payment. With respect to all claims and causes of action hereunder arising from a latent design defect, the applicable statute of limitations shall begin to run and all claims and causes of action shall be deemed to have accrued on the date of discovery of such latent design defect.

15.8. **Waiver of Breach.** If a Party waives the other Party's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the Party from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the Party waiving it. This Agreement's duties and obligations:

A. Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

B. Are not exhausted by a Party's exercise of any one of them.

15.9. **Attorney's Fees.** If the City or the Consultant brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. "Reasonable attorney's fees" of the City Counselor's office means the fees regularly charged by private attorneys who:

A. Practice in a law firm located in Kansas City, Missouri; and

B. Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Counselor's services were rendered.

15.10. **Further Assurances.** Upon the City's request at any time, the Consultant shall promptly:

A. Take further necessary action; and

B. Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement’s intent, purpose, and terms.

15.11. Assignment.

A. This Agreement does not give any rights or benefits to anyone, other than to the City and the Consultant. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of the City and the Consultant, and are not for the benefit of another person, entity, or organization. Without the City’s prior written authorization, the Consultant shall not do any one or more of the following:

1. Assign or transfer a right or interest—whether in whole, in part, temporarily, or otherwise—in this Agreement; or
2. Delegate a duty or obligation owed—whether in whole, in part, temporarily, or otherwise—under this Agreement.

B. Any actual or attempted assignment of rights or delegation of duties by the Consultant, without the City’s prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate the Consultant’s duties, obligations, or responsibilities under this Agreement.

C. If the City consents to an assignment of rights, or a delegation of duties, or both, the Consultant’s assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

15.12. **Successors and Assigns.** Subject to the provisions in Paragraph 15.11, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15.13. Time is of the Essence.

A. Except when this Agreement states otherwise, time is of the essence in this Agreement. the Consultant acknowledges that this Agreement’s time limits and deadlines are reasonable for the Consultant’s performing the Services under this Agreement.

B. Unless this Agreement specifies otherwise, any reference to “day” or “days” means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either the Code of the City of North Kansas City, Missouri or Missouri’s Revised Statutes, or a day when City Hall is closed, the period is extended to and including the next day that the City is open for business. A reference to the time of day refers to local time for North Kansas City, Missouri.

15.14. **Notices.**

A. The Parties shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The Parties may give notice by:

1. Personal delivery;
2. U.S. mail, first class postage prepaid;
3. “Certified” U.S. mail, postage prepaid, return receipt requested; or
4. Facsimile.

B. All written notices or correspondence sent in the described manner will be presumed “given” to a Party on whichever date occurs earliest:

1. The date of personal delivery;
2. The third (3rd) business day following deposit in the U.S. mail, when sent by “first class” mail;
3. The date on which the Party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by “certified” mail; or
4. The date of transmission, when sent by facsimile.

C. At any time, by providing written notice to the other Party, the City or the Consultant may change the place, or facsimile number, for giving notice.

To the City: City of North Kansas City
2010 Howell
North Kansas City, Missouri 64116
Attn: City Administrator
Tel. No. (816) 274-6000
Fax. No. (816) 421-5046

To the Consultant:
Confluence Company, Inc.
417 Delaware
Kansas City, MO 64105
Attn: Terry Berkbuegler
Tel. No. (816)531-7227
Email Address: terryb@thinkconfluence.com

15.15. **Survival.** The provisions of this Agreement which by their nature survive expiration or termination of the Agreement or Final Completion of any related Project or the performance of services under this Agreement, including confidentialities, indemnities, payment obligations, and the City's right to audit the Consultant's books and records, shall remain in full force and effect after any expiration or termination of this Agreement or Final Completion of any related Project or the performance of services under this Agreement.

15.16. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

15.17. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The Parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

15.18. **Representations – Authority.** The Parties represent that:

A. They have read this Agreement, fully understand its contents, and have received a copy of it;

B. Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

C. They have executed this Agreement on the date opposite their signature.

15.19. **Warranties and Representations.** In connection with signing and carrying out this Agreement, the Consultant:

A. warrants that the Consultant is appropriately licensed under Missouri law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

B. warrants it is financially solvent; it and each of its employees, agents and Subcontractors are competent to perform the Services required under this Agreement; and the Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

C. warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

D. represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services

required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and the Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement; and

E. acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.

CITY OF NORTH KANSAS CITY:

By _____
Don Stielow, *Mayor*

Date: May ____, 2019

CONFLUENCE COMPANY, INC.

By _____
(Name) Terry Berkbuegler
(Title) Sr. Principal / Sr. Vice President

Date: May ____, 2019

EXHIBIT LIST

- “Exhibit A”: Scope of Work/Services—As set forth in each Task Order
- “Exhibit B” Task Order Form or as otherwise approved by the Parties

EXHIBIT A
SCOPE OF SERVICES/WORK

The Scope of Services under this Agreement generally includes the following professional services and tasks:

Task 1: Downtown Streetscape Final Design

- Develop a final design for updating the downtown streetscape that incorporates the City's adopted and ongoing signage plan and installations, City branding, landscaping and other signature elements.
- Engage the downtown community and City Council in reviewing and approving the final design.
- Develop final construction documents and specifications as needed for review and approval by City staff.

Task 2: Contractor Selection

- Work with the City of North Kansas City to identify best methods for moving from final plans to construction.
- Prepare any necessary documentation for identification of a contractor.
- Assist in the evaluation of potential contractors.

Task 3: Construction Oversight

- Coordinate work with the selected contractor and City staff.
- Respond to requests for design clarification or detail.

A detailed Scope of Services will be included in each Task Order which will be separately executed by the Parties.

(The remainder of this page is intentionally left blank)

EXHIBIT B
TASK ORDER FORM

Task Order #___

In accordance with Paragraph 3.1 of the Professional Services Agreement dated the _____ day of May, 2018 (“**Agreement**”), City and Consultant agree as follows:

1. Specific Project Information

A. Title/Location:

B. Description:

2. Scope of Services [*Include all that apply with detailed description*]

- Study and Report Services

- Design Services

- Designing to a Construction Cost Limit

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

- Bidding or Negotiating Services

- Construction Services

- Other Services

3. Schedule for Rendering Services

Phase

Completion Date

4. Compensation

A. City shall pay Consultant for services rendered as follows: (*Choose One*)

- Lump Sum

- Standard Hourly Rates

- Direct Labor Costs Times a Factor (Factor: _____)

- Another compensation method

- Standard Hourly Rates at a cost not to exceed \$_____

B. The terms of payment are set forth in Article 8.0 of the Agreement.

5. Sub-consultants:

- 6. Other Modifications to Agreement:
- 7. Attachments:
- 8. Documents Incorporated By Reference:
- 9. Terms and Conditions: Execution of the Task Order by City and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order is _____, 2019.

CONSULTANT:

CONFLUENCE COMPANY, INC.

By: _____

Name: _____

Title: _____

CITY:

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER

_____, INC.:

Name:

Title:

Address:

Email:

Phone:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CITY:

Sara Copeland, Director of Community Development

2010 Howell, North Kansas City MO 64116

scopeland@nkc.org

816-412-7855

EXHIBIT “2”

Exhibit A
TASK ORDER NO. 1

This Task Order is made as of this _____ day of **May 2019**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT, dated **May _____, 2019** (the "Agreement"), between the City of North Kansas City, MO (Owner) and Confluence Company, Inc., an Iowa corporation authorized to do business in the State of Missouri ("CONFLUENCE"). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

CONFLUENCE will develop preliminary design plans and details to a 60% completion level for streetscape improvements in downtown North Kansas City on Armour Road from Buchanan Street to Fayette Street and on Swift Street from 18th Avenue to 21st Avenue. Improvements are limited to the area from back of curb to building face and excludes any replacement of curb & gutter unless found to be in disrepair or required for ADA upgrades.

ARTICLE 1 – DESIGN TEAM

CONFLUENCE will subcontract with the following sub consultants to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services: Civil Engineer: WSP USA

ARTICLE 2 – SCOPE OF SERVICES

Task 1: Downtown Streetscape Final Design

1.1 Schematic Design Plans

Our design process will include an analysis of existing conditions, community character and urban design features that could influence the final streetscape design. Our team will review the conceptual streetscape plan, along with the various other existing plans that outline the design, wayfinding and development of the downtown area. This information will form the basis of design for the new streetscape components. These components will include consideration of new paving treatments, new/updated lighting, landscaping, furnishings and other pedestrian oriented elements. Thematic and character elements, identification and wayfinding signage, barrier-free design considerations, and creative integration of on-site utility infrastructure will also be evaluated. Opportunities to integrate unique community history into the streetscape design will also be explored.

Based on the information contained in the conceptual streetscape plan and our research and site reconnaissance, the design team will begin implementing the proposed ideas and prepare Schematic Design level plans for the project area.

Crime Prevention Through Environmental Design (CPTED)

During Schematic Design, if desired by the City, the design team will meet with the Police Department's CPTED specialists. We would propose that they attend key review meetings with the stakeholders and are available to our design team as a resource throughout the project.

Public Art / Interpretive Elements

During Schematic Design, the design team will investigate opportunities to incorporate public art and unique interpretive/story-telling elements. If public art is desired and funding is available, the specific method of engaging an artist or artists will vary dependent upon the Owner's preferred design direction established during the Schematic Design phase. Therefore, subsequent design services related to integrating public art will be defined as additional services on terms mutually acceptable by the Owner and CONFLUENCE. All fees for artist services, artwork, and associated design / coordination beyond Schematic Design will be a separate fee, included in the construction budget, and are excluded from this proposal.

3-D Illustrations

We will develop 3D computer study models to further illustrate the streetscape design concepts for communication to City Council and the community. In addition to use at City Council and public meetings, these models are useful tools to convey design intent to contractors during a design/bid project delivery process.

Coordination with Utilities

Our design team will review all available utility information provided by the City and any additional franchise utility information to identify any potential conflicts with proposed streetscape elements. This information will be coordinated with City staff in order to devise successful solutions to mitigate conflicts and minimize unnecessary expense.

30% Plans and Opinion of Probable Costs

The design team will prepare and submit a 30% level schematic design package for review and comment, including preliminary plans and a 30% level schematic opinion of probable construction costs.

Field Check

The design team will conduct a field check project walk-thru with representatives of the pertinent City departments to compare the Schematic Design plans with site conditions, making note of any conflicts or items requiring specific attention such as grades, utilities, adjacent street conditions and connections, adjacent buildings, etc.

1.2 60% Design Plans & Contractor Coordination

The design team will further refine the 30% Schematic Design Plans in order to facilitate bidding/procurement and preparation of a more refined opinion of probable construction cost. This phase includes further coordination with all affected franchise utilities and agencies.

By the completion of this phase, final streetscape design elements and fixtures will be selected for incorporation in the bid documents along with a preliminary landscape plan and plant palette.

Barrier-Free Design

We will coordinate with the City to introduce the desired ADA on-street parking to ensure it meets all applicable guidelines. Additionally, we will investigate the need for any traffic signal upgrades and work with the City to identify budget implications along with potential grant funding opportunities that may support future facility improvements (design of any traffic signal upgrades is excluded from this scope of work). During this phase we will perform preliminary grading for sidewalks, plaza areas, crosswalk/ramp transitions and parking spaces to maintain or create accessible routes throughout the downtown project area. This grading will be further detailed during subsequent plan refinement in coordination with a Contractor / Construction Manager.

Materials Selections

We will prepare one streetscape materials board to communicate the proposed product, fixture, and materials selections. This board will contain images of elements, tactile materials, and finish samples.

60% Plans

The design team will prepare and submit a 60% Plans for review and comment. The design team also will coordinate with Contractor / Construction Manager to prepare a refined opinion of probable construction costs based on the 60% Design Development plans. Any potential Right of Way and Easement documentation and associated exhibits will also be identified at this time.

Preliminary Specifications

The design team will prepare preliminary project technical specifications to further convey design intent and technical aspects of the project to help improve bid consistency and competitiveness.

Field Check

The design team will conduct a field check project walk-thru with representatives of the pertinent City departments to compare the 60% Plans with site conditions, making note of any remaining conflicts or items additional items requiring specific attention since the 30% field check.

1.3 Community Outreach

We will work with your team to formulate a comprehensive communication program that works for your community, the business owners and the surrounding neighbors throughout the design process. Beyond meeting with City Staff and the City Council, our team will facilitate 1 to 2 open house events to share information with the community. Additionally, we recommend utilizing a project website (or a project page on the City's existing website) and/or social media to provide real time information to the general public. It will be important that the online presence remain current and active in order to be relevant and to maintain community interest. This scope of work includes use of the City's existing website and social media outlets. The project team will provide content to a City representative for use on these platforms.

Additionally, we are prepared to spend time meeting with individuals as needed and providing project information to other City representatives that will assist in these efforts. This scope of work includes up to 6 additional one-on-one or small group stakeholder meetings.

Meetings: The following list identifies the type and number of meetings to be conducted during Task 1:
(4-6) Owner Progress / Coordination Meetings
(2) City Council Meetings
(1) Public Meeting / Open House
(3-4) Stakeholder Meetings

Deliverables: 30% Schematic Design Package
30% Schematic Level Opinion of Probable Construction Costs
Base Map/Utilities (City GIS)
60% Plan Documents
3D Illustrations and Renderings
Preliminary Project Specifications

Task 2: Project Delivery & Procurement

Shortly after a notice to proceed, the project team will meet with the City of North Kansas City to discuss project goals and various delivery/procurement methods to be considered. In the meeting, we will discuss the benefits that come with each of the different methods and will discuss what legal limitations the City may have to be able to use the different delivery and procurement methods.

Delivery methods to be considered may include traditional design-bid-build (for comparison), Design-Build, Construction Manager/General Contractor (CMGC), and Progressive Design-Build. Three common procurement methods include low bid, fixed price/best value, qualifications based, or a combination of these in a two-step process. Our team will assist the City in choosing the delivery and procurement method that best meets the goals for the project.

Contractor Selection & RFQ/RFP Documents

Once the procurement method has been determined, will assist the Owner with facilitation of the selected Contractor Selection Process. This will include bid package preparation, assistance with identifying qualified contractors, answer contractor questions regarding the project, reviewing contractor submissions (qualifications and costs/fees) and assistance with interviewing contractors.

The Contract documents will be the Owner's responsibility and should be based on the Owner's standard contracts, with Special provisions that will modify the standard construction documents only where needed. This allows the proposing contractors to base their bids on known and familiar contract and specification, with the variations described in project-specific Scope of Work and Reference documents. The result is clear contractor understanding so that they submit their lowest responsive bid by reducing their risk related to the actual construction work, and also the contract administration and payment.

The Scope of Work preparation is key to achieving the City's goals. The document must cover all the areas of the standard technical specification to variations allowed by the City. The Scope should also be clear on any technical details that may be restricted, such as materials, fixtures and colors.

Final negotiation and execution of contracts will be the Owner's responsibility.

Meetings: The following list identifies the type and number of meetings to be included conducted during Task 1:
(2-3) Owner Progress/Coordination Meetings (*May be coupled with a Task 1 meeting*)
(1) City Council Meeting (*May be coupled with a Task 1 meeting*)
(1) Pre-Bid Meeting
(1) Contractor Interviews
(1) Contractor Evaluation / Selection Meeting with Owner

Deliverables: Summary/Recommendation of preferred Procurement Process
Bid Documents
Bid Tabulation / Comparison Summary

ARTICLE 3 – ADDITIONAL SERVICES

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Project Website / Social Media: Develop and manage a separate project website and project social media.
2. Irrigation Plans: Prepare plans locating landscape irrigation fixtures, valves, backflow devices, points of connections, and other equipment. Installation details will also be included. Design and installation of a low maintenance landscape design with low water requirements is envisioned. If the Owner desires to have the Consultant design an automatic irrigation system, the design services will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
3. Easements: Depending on the final design requirements, temporary construction easements may be necessary. Upon final determination of the extent to which easements may be necessary, the Consultant will prepare a proposal to the Owner and the services will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
4. Additional Meetings and Assignments: CONFLUENCE is available to attend additional meetings and perform additional design tasks not included in this Task Order at the direction of the Owner. All additional meetings and design assignments will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
5. Public Utility Engineering – Public utility engineering beyond minor utility adjustments/coordination necessary to avoid conflicts with streetscape improvements can be provided at the direction of the Owner. These services will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
6. ADA / Pedestrian Signal Modifications – Modifications to any pedestrian crossing signals and for ADA compliance such as the addition or modification of push buttons, timing, etc. will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
7. Record Drawings - Preparation of record drawings of public facilities, if requested, will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
8. Public Spaces – If the Owner desires the design of public spaces adjacent to the project area, outside the right-of-way, these design services will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
9. Public Art & Interpretive Elements - If coordination with a public artist or development of an interpretive program is desired, these services can be provided by the design team and will be considered additional services and undertaken as a contract amendment at the direction of the Owner.

ARTICLE 4 – SCHEDULE

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will execute the scope of services according to a project schedule to be developed along with the Owner's input during the project initiation meeting to the greatest extent practical. Currently, CONFLUENCE proposes to complete the services for Task Order No. 1 within approximately 180 days from receipt of this document signed. The Owner and CONFLUENCE agree to amend the project schedule, if necessary, to accommodate unplanned delays in review by the Owner and/or any other extenuating circumstances that are beyond the control of CONFLUENCE.

ARTICLE 5 – FEES AND EXPENSES

1. We propose to perform the services described in Article 1: Scope of Services: Task One – Downtown Streetscape Final Design, on a Lump Sum basis. The Lump Sum is Forty Nine Thousand Dollars (\$49,000).
2. We propose to perform the services described in Article 1: Scope of Services: Task Two – Project Delivery & Procurement, on a Lump Sum basis. The Lump Sum is Eighteen Thousand Dollars (\$18,000).
3. **Total Design Fee Amount: Sixty-Seven Thousand Dollars (\$67,000).**
4. Reimbursable expenses, including travel, long-distance telephone, and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = One Thousand Two Dollars (\$1,200).

If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Architect/Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

ADDITIONAL SERVICES FEES

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services

BILLING SCHEDULE

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

ARTICLE 6 – EXCLUSIONS

1. No street improvements, or traffic signal design is included. Should additional street or traffic signal design be required those services will be considered additional services to be negotiated as requested.
2. At this time, we have no knowledge of the existence of vaults, basements or other such structures that might impact the installation of streetscape elements, and as such cannot anticipate the design effort associated with remediation of such voids. Should they be encountered during the project they will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
3. No geotechnical testing or environmental testing for hazardous materials either within existing structures or along the proposed street and adjoining properties are included in this agreement.
4. No storm drainage study is anticipated. If required, a letter report can be provided.
5. No structural design of retaining walls is anticipated. If structural design of any elements of the project is required, this will be considered additional services and undertaken as a contract amendment at the direction of the Owner.

ARTICLE 7 – OWNER'S RESPONSIBILITIES

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
6. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement and provide labor and safety equipment required for access.
7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.
11. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
12. Owner to provide project manual front-end specification documents for bidding and construction.
13. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

ARTICLE 8 – PROJECT ASSUMPTIONS

The following is a list of assumptions CONFLUENCE has made in preparation of this Agreement.

1. Final Plans, Details and Specifications will be prepared under a subsequent Task Order and in coordination with a Contractor / Construction Manager to be engaged under a separate contract by the Owner.
2. During construction, full time regular inspection of the public facilities is anticipated to be provided by the City as a portion of the permit fee or under a separate contract by the Owner.
3. This proposal assumes that design of utilities, including water, sewer, or other private utilities, outside of the immediate project sites is beyond the scope of this proposal.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

City of North Kansas City, MO
(Owner)

CONFLUENCE COMPANY, Inc.

By: _____
Don Stielow,

By: _____
Terry Berkbuegler, ASLA, LEED AP

Title: *Mayor*

Title: *Sr. Principal / Sr. Vice President*

Date: May ____, 2019

Date: May 17, 2019

MEMORANDUM



TO: Honorable Mayor Stielow & City Council Members
FROM: Dave Hargis, Fire Chief
DATE: May 14, 2019
RE: Personal Protective Equipment - Fire Department

Budget Authority: FY 2019 – Gaming Fund –\$40,000

Firefighter Personal Protective Equipment (PPE), commonly known as bunker gear, should be replaced every seven (7) years according to NFPA standards. Firefighters wear this gear to all fire, rescue and training situations they encounter. In 2008 the City entered into a contract to replace bunker gear for approximately one third of the department, (20 sets) a year, for three consecutive years. Now, due to the age of our current gear, the Fire Department needs to begin a new replacement cycle.

On March 6, 2019 the Fire Department issued a Request for Proposals (RFP) for the fitting and supplying of at least 15 Sets (Coat & Pants) of PPE for Fire Department Employees for a time period of three years. Three proposals were received from three providers by the deadline of April 3, 2019. They were from Municipal Emergency Services (MES), Feld Fire and Emergency, and Sentinel Emergency Solutions. The proposals are summarized in the table below.

Provider	2019-20	2020-21	2021-22	Average cost per year
Municipal Emergency Services	\$32,475.00	\$34,098.75	\$35,803.69	\$34,126.81
Feld Fire and Emergency	\$31,860.00	\$33,453.00	\$35,125.65	\$33,479.55
Sentinel Emergency Solutions	Incomplete Bid: incorrect and absent specifications			

The bunker gear selection committee recommends the bid of Municipal Emergency Services to be the best value. The bunker gear available from MES is lighter, offers a

better fit and is more maneuverable, while offering the same protection as the proposal from Feld Fire and Emergency.

The bunker gear selection committee has ensured the following conditions have been met in the contract:

- The recommended bidder is responsible and qualified.
- The bid fully addresses the scope of work outlined in the RFP and meets all of the conditions set forth in the general and specific requirements of the request for proposal. The proposer followed all requirements of the RFP and had no variations to the technical specifications. The proposal offer is under budget.
- The RFP was properly and effectively advertised, and a diligent effort was made to notify vendors of the RFP.

Staff recommends the City Council award a three-year contract agreement with Municipal Emergency Services, Inc. to supply bunker gear.

RESOLUTION NO. 19-026

A RESOLUTION APPROVING A TERMS AND CONDITIONS OF PURCHASE FOR FIREFIGHTER TURNOUT GEAR

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 operates the North Kansas City Fire Department (the “**NKCFD**”), and it has been recommended by the NKCFD Fire Chief that the NKCFD purchase certain firefighter turnout coats and pants (the “**Turnout Gear**”); and

WHEREAS, the NKCFD Fire Chief issued a Request for Proposals for the Turnout Gear on March 6, 2019, and subsequently obtained three (3) sealed, written bids for the Turnout Gear; and

WHEREAS, after a comparison was made of the three written bids submitted, the bids were duly evaluated and the NKCFD Fire Chief recommends that the bid submitted by Municipal Emergency Services, Inc. (the “**Contractor**”) be found to be the lowest and best bid for the Turnout Gear; and

WHEREAS, the City has determined that the Contractor has the qualifications, experience, expertise and skill to provide the necessary Turnout Gear for the City; and

WHEREAS, the City and the Contractor now desire to enter into the Terms and Conditions of Purchase (the “**Agreement**”) for the Turnout Gear set forth in the Agreement.

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

Section 1. Selection of Best Proposal. The City Council hereby determines that Municipal Emergency Services, Inc., has provided to the City the lowest and best bid in connection with the City’s purchase of Turnout Gear for its firefighters and, therefore, the City Council approves the Contractor for this purchase. The City Council hereby ratifies the selection of Municipal Emergency Services, Inc., as being in compliance with the City’s purchasing and contracting guidelines based upon the evidence of the responses to the request for proposals sought by the NKCFD Fire Chief.

Section 2. Authorization of Agreement. The City Council hereby authorizes the City to enter into the Terms and Conditions of Purchase (the “**Agreement**”) with Municipal Emergency Services, Inc., which agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City is hereby authorized to pay the costs associated with the Agreement, provided that such costs do not exceed the amount set forth 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 Resolution.

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

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

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

DONE this 21st day of May, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”

City of North Kansas City, Missouri
TERMS AND CONDITIONS OF PURCHASE
PURCHASE ORDERS

THIS ORDER (this “Order” or this “Agreement”) is made and entered into this 13th day of April, 2019, by and between Municipal Emergency Services, Inc., a Nevada corporation, located at 1900 East Military Avenue, Suite 276, Fremont, NE 68025 (the “Seller”), and the CITY OF NORTH KANSAS CITY, MISSOURI, a third class city and municipal corporation in the State of Missouri (the “City” or “Buyer”). This Order is defined as the contractual instrument of which these terms and conditions are a part.

WITNESSETH:

WHEREAS, the City is desirous of entering into an agreement with the Seller, whereby the Seller will sell to the Buyer certain firefighter turnout gear, all as set forth hereinafter in this Order and the Seller is desirous of entering in an agreement with the Buyer.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **Goods and Services to be Provided.** In compliance with all terms and conditions of this Order, the Seller shall provide those goods and services specified in the “Description of Goods and Services” attached hereto as “**Exhibit A**”, and incorporated herein by reference, which goods and services may be referred to herein as the “goods” or “services” hereunder. As a material inducement to the City entering into this Order, the Seller represents and warrants that the Seller is a provider of first class goods and services and the Seller is experienced in providing the goods and services specified herein and, in light of such status and experience, the Seller represents that it shall follow the highest professional standards in providing the goods and services required hereunder and that all materials will be of good quality, fit for the purposes intended. For the purposes of this Order, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms providing similar goods and/or services under similar circumstances.
2. **Seller’s Proposal.** The Description of Goods and Services in Exhibit “A” shall include the Seller’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid and this Agreement, the terms of this Agreement shall govern. A copy of the bid form to be used in seeking to obtain the goods and services herein described is attached hereto as “**Exhibit B**”.
3. **Compliance with Law.** All goods and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency of competent jurisdiction.
4. **Licenses, Permits, Fees and Assessments.** The Seller shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for providing the goods and services required by this Order. The Seller shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Seller’s providing of the goods and services required by this Order, and shall indemnify,

defend and hold harmless the Buyer against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the Buyer hereunder.

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

6. **Acceptance.** The Seller's written acknowledgement of the Order, its commencement of any performance under the Order, or acceptance of any payment under the Order, shall constitute the Seller's unqualified and irrevocable acceptance of this Order subject solely to these terms and conditions. In the event that this Order does not state price or delivery terms, the Buyer will not be bound to any prices or delivery terms to which it has not specifically agreed to in writing. Any terms and conditions proposed by the Seller inconsistent with or in addition to the terms and conditions contained in this Order shall be void and of no effect unless specifically agreed to in writing by the Buyer, regardless of whether or not such terms and conditions materially alter this Order and irrespective of any payment by the Buyer hereunder.

7. **Acceptance of Goods and Services.**

A. All goods and/or services provided by the Seller under this Order shall be in accordance with the requirements of this Order, including all applicable exhibits and attachments, and shall be subject to rejection if such goods and/or services are nonconforming. No inspection or evaluation performed by the Buyer shall in any way relieve the Seller or its suppliers of their obligation to furnish all required goods and/or services in strict accordance with the requirements of this Order. If any of the goods and/or services provided hereunder do not conform with the requirements of this Order, the Buyer may require the Seller to replace the goods or perform the work and/or services again in conformity with the applicable requirements at no cost to the Buyer.

B. At the Buyer's sole option, any rejected items may be returned for credit or replacement at the Seller's risk and expense, and all handling and transportation expenses, both ways, shall be assumed by the Seller. No items returned as defective shall be replaced without written authorization from the Buyer.

C. Acceptance of goods and/or services will be made by the Buyer only in writing and through a document entitled "Final Acceptance" issued by the Buyer. It is expressly agreed that payment by the Buyer to the Seller for goods and/or services provided under this Order shall not constitute acceptance.

D. Acceptance shall be conclusive, except for latent defects, fraud, or gross mistakes amounting to fraud.

8. **Independent Contractor.** The Seller is an independent contractor and the employees, agents, or representatives of the Seller are not employees, agents, or representatives of the Buyer for any purpose including, but not limited to, federal, state, and local tax obligations, unemployment and worker's compensation obligations, social security, and any and all other benefits.

9. **Price.** This Order must not be filled at a price higher than shown on the face of the quotation provided by the Seller in its bid or proposal for the goods and services required under this Agreement as set forth in Exhibit "A". Any change to the purchase price or any other term or condition

of this Order must be authorized in writing by the Buyer. All prices are FOB Buyer's designated delivery location and include all custom duties and sales, use, excise and property taxes and similar charges.

10. **Price Warranty.** The Seller warrants to the Buyer that the prices for the goods and/or services sold to the Buyer under this Order are not less favorable than those currently extended to any other customer for the same or like goods and/or services in equal quantities. If the Seller reduces its price for such goods and/or services during the term of this Order, the Seller shall correspondingly reduce the price of the goods and/or services sold thereafter to the Buyer under this Order.

11. **Delivery.** Time is of the essence. If delivery of the goods that are the subject of this Agreement is not made within the time set forth in Exhibit "A" or the rendering of the services is not completed within a reasonable time after the Buyer's request for such services, the Buyer shall have the right, in addition to its other rights and remedies provided by law or in equity, to take either or both of the following actions: (i) direct expedited routings of the goods with the Seller paying the difference in cost between the expedited routing and the Order routing cost; (ii) cancel this Order by written notice effective when received by the Seller as to goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and charge the Seller with any loss incurred.

12. **Packaging and Marking.** All goods must be packaged in the manner as specified by the Buyer and shipped in the manner and by the route and carrier designated by the Buyer. If the Buyer does not specify the manner in which the goods must be packaged, the Seller shall package the goods so as to avoid any damage in transit. If the Buyer does not specify the manner of shipment, route or carrier, the Seller shall ship the goods at the lowest possible transportation rates, consistent with the Seller's obligation to meet the delivery schedule set forth in this Order.

13. **Inspection.** The Buyer through its authorized representative(s) has the right at all reasonable times and places to inspect and test the goods and/or services being supplied under this Order. The Buyer's payment for the goods shall not constitute its acceptance of the goods. The Buyer shall have the right, but not the obligation, to inspect the goods and to reject any of the goods which are in the Buyer's judgment defective. Goods so rejected and goods supplied in excess of quantities ordered may be returned to the Seller at the Seller's expense. Payment, if any, made for any good rejected hereunder shall be promptly refunded by the Seller. The fact that the Buyer fails to inspect or test any goods shall not affect any of the Buyer's rights.

14. **Warranty.** The Seller warrants to the Buyer that all goods covered by this Order shall conform to the specifications, drawings, samples or other descriptions specified by the Buyer or if none are specified, to the Seller's standard specifications for such goods or the *NFPA 1971—Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*, whichever standard shall be deemed to be the higher standard by the firefighting industry. The Seller also warrants to the Buyer that all goods shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. The Buyer's inspection, test, acceptance or use of the goods shall not affect the Seller's obligations under these warranties. The Seller shall replace or correct, at the Buyer's option and at the Seller's cost, defects of any goods not conforming to these warranties. If the Seller fails to correct defects in or replace nonconforming goods within ten (10) days from the date the Buyer notifies the Seller of the defect or defects, the Buyer may, upon ten (10) days prior written notice to the Seller, either (i) make such corrections or replace such goods and charge the Seller for all costs incurred by the Buyer, or (ii) revoke its acceptance of the goods in which event the Seller shall be obligated to refund the purchase price and make all necessary arrangements, at the Seller's costs, for the return of the goods to the Seller. All warranties of the Seller herein or which are implied by law shall survive any inspection, delivery, acceptance or payment by the Buyer.

15. **Proprietary Information.**

A. Unless otherwise expressly agreed by the Buyer in writing to the contrary, all specifications, information, data, drawings, software and other items supplied to the Buyer by the Seller under this Order, whether or not marked with any restrictive or proprietary designations, shall be disclosed to the Buyer on a non-proprietary basis and may be used and/or disclosed by the Buyer without restriction in any way in the conduct of its business. The Seller's sole rights with respect to use of such information by the Buyer, its successors, subsidiaries, licensees, affiliates, or parents shall be determined only by any valid pre-existing patent rights of the Seller as related to the manufacture, use, or sale of goods and/or services covered by this Order. The Seller agrees to promptly notify the Buyer in writing of any such pre-existing patents or any other similar form of protection which the Seller may hold or know of which relates to the goods and/or services to be provided under this Order.

B. If any pre-existing patents, inventions, copyrights, technology, designs, works of authorship, mask works, technical information, computer software, or other information or data of the Seller (the "**Seller's Intellectual Property**") are used, included, or contained in the goods and/or services provided hereunder, the Seller grants the Buyer an irrevocable, transferable, nonexclusive, world-wide, royalty-free license to use the Seller's Intellectual Property with such goods and/or services.

C. Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items which are (i) supplied to the Seller by the Buyer or (ii) obtained or developed by the Seller and paid for by the Buyer under this Order, shall be the exclusive property of the Buyer, shall be maintained by the Seller as proprietary to the Buyer, shall be used only for purposes of providing goods and/or services to the Buyer pursuant to this Order, and shall not be disclosed to any third party without the Buyer's express written consent. All such items supplied by the Buyer shall be promptly returned to the Buyer on request or upon completion or earlier termination of this Order.

16. **Release of Information.** Without the Buyer's prior written approval, the Seller shall not, and the Seller's subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this Order or the goods and/or services to which it pertains.

17. **Intellectual Property.**

A. The Seller warrants that the sale, use or incorporation into manufactured products of any machines, parts, components, services, devices, material, software, and rights furnished or licensed hereunder (collectively "**goods**") shall be free and clear of infringement or misappropriation of any valid patent, copyright, trademark or other third party intellectual property rights. The Seller shall indemnify, defend and save the Buyer and its citizens, officials and employees harmless from any and all expenses, liability and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits or actions alleging such infringement or misappropriation, including proceedings under 28 U.S.C. § 1498, which claims, suits or actions the Seller agrees to defend with counsel acceptable to the Buyer. The Buyer agrees to give the Seller written notice of any such suit or action promptly after notice is received by the Buyer and the Seller agrees to conduct, at its own expense, the entire defense thereof; provided, however, that the Buyer may, at its own election and expense, at any time supersede the Seller in any such defense in which event the Seller shall thereby be released from its obligation under this Section with respect to the particular suit or action involved.

B. The Seller further agrees to indemnify, hold harmless and defend, at the Seller's own expense, the Buyer against all liens, security interests, and/or encumbrances whatsoever asserted against such goods, including claims to said merchandise, asserted by others.

C. The Seller may replace or modify infringing goods with comparable goods acceptable to the Buyer of substantially the same form, fit and function so as to remove the source of infringement, and shall extend this provision to such comparable goods. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, the Seller, at no expense to the Buyer, shall obtain for the Buyer the right to use and sell the items.

18. **Changes.** No modification of this Order shall be effective without the Buyer's prior written consent.

19. **Termination for Convenience.** The Buyer, by written notice, may terminate this Order at any time, in whole or in part, without cause and/or for the Buyer's convenience, prior to final delivery of goods and/or completion of services, and such termination shall not constitute a default. In such event, the Buyer shall have all rights and obligations accruing both at law and in equity, including the Buyer's rights to title and possession of any goods paid for. The Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. The Buyer may take immediate possession of all work so performed upon notice of termination.

20. **Termination for Default.**

A. The Buyer may, by written notice of default to the Seller, terminate this Order in whole or in part if the Seller fails (i) to deliver the goods and/or perform the services within the time specified in this Order or any extension thereof, (ii) to perform any of the other provisions or meet any of the requirements of this Order, or (iii) to make progress so as to endanger performance of this Order in accordance with its terms and, in either of the second or third circumstances, does not cure such failure within ten days after receipt of written notice from the Buyer specifying such failure.

B. If the Buyer terminates this Order in whole or in part it may acquire, upon such terms as it deems appropriate, goods and/or services similar to those terminated. The Seller shall be liable to the Buyer for any excess cost for such similar goods and/or services, provided, however, that the Seller shall continue performance of this Order to the extent not terminated under the provisions of this Article and, provided, further, that the Buyer shall pay the price set forth in this Order for completed goods or services delivered and accepted.

C. The rights and remedies of the Buyer in this Section are in addition to any other rights and remedies provided by law or in equity, or under this Order.

21. **Disputes under this Order.** The parties shall attempt amicably to resolve all disputes arising from or related to this Order. If the parties are unable to resolve amicably such a dispute within a reasonable time, the dispute shall be adjudicated in a court of competent jurisdiction in the State where the Buyer is located, applying the laws of the State of Missouri. Pending resolution or settlement of any dispute arising under this Order, the Seller shall proceed diligently as directed by the Buyer with the performance of this Order.

22. **Patent Indemnification.** The Seller shall defend, at its own expense with counsel reasonably satisfactory to the Buyer, any action against the Buyer for any alleged infringement of patent, invention or copyright rights arising from the sales or use of the goods. The Seller shall indemnify the Buyer from any damages, liabilities, claims, losses and expenses (including attorneys' fees) paid or incurred by the Buyer in connection with any such action. The Buyer, at its expense, may participate in the defense of any such action, but shall not be obligated to so participate.

23. **Indemnification.** The Seller shall indemnify and hold the Buyer and its departments, officials and employees harmless and, upon request, shall defend each of them from and against any or all claims, demands, litigation or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by the Seller, any breach by the Seller of any of its obligations hereunder, or any other act, omission or negligence of the Seller or any of the Seller's employees, workers, servants, agents, subcontractors or suppliers. The Seller shall, upon request, pay or reimburse the Buyer or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by the Buyer or such other party in connection with any such claim, demand, litigation, proceeding, loss or damage. THE BUYER'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE GOODS AND/OR SERVICES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE BUYER SHALL NOT BE LIABLE UNDER THIS ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES EVEN IF THE BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24. *[Intentionally omitted.]*

25. **Compliance with Laws.** The Seller warrants to the Buyer that all goods supplied hereunder will have been produced in compliance with all applicable foreign, federal, state and local laws, orders, rules and regulations. The Seller shall furnish the Buyer, no later than the date the goods are delivered, with a Material Safety Data Sheet for any goods which are covered by the Occupational Safety and Health Act Hazard Communications Standard as contained in 29 C.F.R. § 1910.1200. The Seller also warrants to the Buyer that the Seller is an affirmative action/equal opportunity employer, and the Seller hereby certifies that it is in compliance with all applicable foreign, federal, state and local employment laws, orders, rules and regulations. Further, the Seller shall indemnify the Buyer from any damages, liabilities, claims, losses, penalties and expenses (including attorneys' fees) paid or incurred by the Buyer as a result of any breach by the Seller of these warranties. The Seller shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service.

26. **Duty to Proceed.** Except as expressly authorized in writing by the Buyer, no failure of the Buyer and the Seller to reach agreement with respect to any dispute relating to or arising under this Order shall excuse the Seller from proceeding diligently with the performance of the work required by this Order.

27. **Certificates.** The Seller shall furnish to the Buyer any certificate required to be furnished by any provision of this Order, including any clauses incorporated by reference herein, and any certificate required by any future law, ordinance, or regulation with respect to the Seller's compliance with the terms and provisions of such laws, ordinances, or regulations. As used in this Section, the word "certificate" shall include any plan or course of action or recordkeeping function.

28. **Assignment.** The Seller shall not sell, assign, or in any manner transfer this Order or its rights, duties, and obligations under this Order without first obtaining the written consent of the Buyer. Any attempted assignment without such consent shall be void. The foregoing shall not apply to assignment to any successor entity in the event the Seller shall change its name. Notwithstanding the foregoing, in the event of an approved sale, assignment or transfer as provided hereunder, the Seller shall

remain liable, jointly and severally, to the Buyer for all obligations arising under or resulting from this Order.

29. **Notices.** All notices, consents, waivers and other communications required or permitted to be given pursuant to this Order, shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail, (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to the Buyer shall be sent to City of North Kansas City, Missouri, at 2010 Howell, North Kansas City, Missouri 64116, and to the Seller at its address as set forth in this Order, or at such other address as either party may designate in writing to the other party.

30. **Force Majeure.** Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery, power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; promulgation of any laws, regulations, orders or decrees of any competent governmental authority; or other causes beyond the control of such party.

31. **Applicable Law.** This Order shall be governed and construed in accordance with the laws of the State of Missouri without regard to its conflict of law principles.

32. **Dispute Resolution.** All causes of action arising hereunder or related in any way hereto shall be brought only in the federal and state courts in Clay County, Missouri and the Seller hereby submits to the jurisdiction of such courts and waives any claim that such courts are an inconvenient forum. An action by the Seller arising out of or related to this Order shall be commenced within one (1) year from the date the right, claim, demand or cause of action shall first occur or be barred forever.

33. **Survival.** In addition to those terms that survive the expiration or termination of this Order by their express terms, the provisions of Sections 15, 16, 17, 21, 25 and 27 shall survive the expiration or termination of this Order for any reason. The Seller acknowledges that any breach of the terms, conditions, or covenants set forth in Sections 14 or 18 may cause irreparable damage to the Buyer and that a recovery of damages at law would not be an adequate remedy. Accordingly, in the event that the Seller breaches the terms, covenants or conditions of Sections 17 or 21, the Seller hereby consents to a restraining order and/or injunctive relief against the Seller, without the posting of bond, in addition to any other legal or equitable rights or remedies the Buyer may have.

34. **Entire Agreement.** The Order, including any attachments and documents incorporated by reference, constitutes the entire agreement between the Buyer and the Seller, and supersedes all prior representations, agreements, understandings, and communications between the Buyer and the Seller related to the subject matter of the Order, whether oral or written. No amendment or modification of this Order shall be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of both the Buyer and the Seller.

35. **Non-liability of City Officers and Employees.** No officer, official or employee of the City (the Buyer) shall be personally liable to the Seller, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Seller or to its successor, or for breach of any obligation of the terms of this Order.

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

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

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

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

40. **American Products Requirement.** Any manufactured goods or commodities used or supplied in the performance of this Order or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with § 34.353, MO. REV. STAT. This section shall not apply when:

- (a) The purchase, lease, or contract involves an expenditure of less than twenty-five thousand dollars;
- (b) Only one line of a particular good or product is manufactured or produced in the United States;
- (c) The specified products are not manufactured or produced in the United States in sufficient quantities to meet the Buyer's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Buyer's requirements;
- (d) Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

If this section shall not apply because of the circumstance described in paragraphs (3)-(4) above, then the Seller shall provide the Buyer with the information necessary to make the certifications required under § 34.353, MO. REV. STAT.

(Signatures on following page)

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


Municipal Emergency Services, Inc.

a Nevada _____ corporation

ATTEST:


Ellen Cavanaugh,
MES Corporate Secretary

By: _____


John Skaryak, VP Sales & Service

CITY OF NORTH KANSAS CITY, MISSOURI

a Missouri municipal corporation

ATTEST:

Crystal Doss, *City Clerk*

By: _____

Don Stielow, Mayor

EXHIBIT “A”
DESCRIPTION OF GOODS AND SERVICES

PURPOSE AND INTRODUCTION

The City operates the North Kansas City Fire Department (the “**NKCFD**”) and the NKCFD is in need of purchasing certain firefighter turnout gear more specifically hereinafter described. The NKCFD will obtain the services of a qualified service provider to provide turnout gear for a contract period of three (3) years. It is the intent of the NKCFD under this Agreement to purchase at least fifteen (15) sets of turnout gear per year for three (3) years for current and future firefighters. As used in this Agreement, “turnout gear” shall include only firefighter coats and pants.

BACKGROUND

The NKCFD currently provides Advanced Life Support (“**ALS**”) ambulance services, and the full range of fire suppression and prevention services, within the City of North Kansas City boundaries and outside these boundaries as defined by applicable mutual aid agreements with neighboring agencies. The Fire Department also provides code enforcement services throughout the City of North Kansas City.

DESCRIPTION AND REQUIREMENTS OF TURNOUT GEAR

The Seller shall provide Firefighter Turnout Gear (the “**Gear**”) in accordance with the following requirements. The Gear to be provided to the City by the Seller shall meet or exceed the following requirements and specifications. In the event that the Seller maintains that its goods or any portion thereof exceed the requirements and specifications set forth herein, before proceeding, the Seller shall demonstrate to the City that the requirements, specifications and standards have been exceeded and shall receive the prior written authorization from the City before providing such goods to the City or the NKCFD.

A. Design:

1. All materials for the coats and pants will meet the quality standards of *NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting* (the current edition). The Gear shall meet all NFPA 1971 standards so as to protect NKCFD fire fighter by meeting or exceeding the established minimum levels of protection from thermal, physical, environmental, and blood borne pathogen hazards encountered during structural and proximity fire-fighting operations.
2. The coat shall be approximately 6 inches longer at the rear hem than at the front and shall provide continuous and unbroken moisture barrier and thermal liner protection from the collar seam to the hem at the bottom of the coat tail.
3. Coat composite (all three layers) shall not gap when firefighter is bending, crawling, or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats will be determined by each individual’s torso length. The coat must interface properly with standard height pants.

4. Both the coat and pants composite (all three layers) total TPP (Thermal Protective Performance) shall be 35 or greater.
5. Both the coat and pants total THL (Total Heat Loss) shall be 265 or greater.
6. An 80-pound tear strength hang-up loop shall be provided at the exterior collar seam. The loop shall be constructed of triple layers of the outer shell material, lock-stitched to the coat. Webbing is not acceptable.
7. The coat and pants will be of Black color.
8. All pockets will have two (2) brass drainage grommets placed in them for water to escape.
9. Reflective trim will be 3" NFPA standard and be placed in accordance with NFPA 1971.

B. Sizing:

1. Sizing shall be based on actual measurements taken by a trained specialist provided by the Seller at no additional charge to the City. Once the order is placed by the City, sizing shall be conducted within one (1) week by the Seller. During the sizing process, the Seller shall also provide an appropriate product to try on to determine the correct fit.
2. To the extent available from the Seller, separate women's sizing shall be provided to the City for the NKCFD female firefighters.

C. Coat Custom Options:

1. Lettering: (a) Agency (NKCFD) in 3" sewn on letters; (b) Nameplate on extended tail portion sewn on 3" letters on Velcro patch; and (c) American Flag on upper left sleeve.
2. Pockets: must be Kevlar or approved equivalent lined on outside. The Seller shall obtain written authorization from the City of any "approved equivalent" prior to the Seller providing the Gear to the NKCFD.
3. Reinforced Shoulder Pads.
4. Velcro and zipper closures.
5. Mic Tab directly next to center Velcro approximately 1" below collar tab .5" wide and 2.5" long.
6. Radio pocket aligned as close to center Velcro as possible that is built to hold a "Motorola 2500 Radio with Extended Battery".
7. Flashlight hook: Fabric strap 2" x 1" shall be sewn and bar tacked at the top to the coat (right side) with a flashlight hook hanging from the bottom of the strap with metal spring hook opening facing the coat. A fabric strap 1" x 7" with Velcro on each end is sewn to the coat approximately seven inches below the flashlight hook.

8. Pockets on both right and left side at waist 9" x 9" x 1.5". Velcro closures 2" in width with hidden hand warmer pockets behind. Pockets will be Kevlar, or approved equivalent, lined.
9. Glove holder strap 2.5" x 5" with Velcro closure above right pocket.
10. Drag Rescue Device will be built into the coat per NFPA 1971 standards.

D. Pants Custom Options:

1. Belt Loops with Belt. Belt loops will be double reinforced.
2. Snap Style Suspender Attachments will be provided.
3. D-ring loop will be placed just below belt line on left side consisting of a .5" x 2.5" loop, double-stitched and reinforced.
4. Left pocket will be one 9" x 9" x 1.5" pocket with 2" Velcro closure. Pocket will be divided interior for tools at approximately 3" for one side and 9" for the other. Outside of pocket will be Kevlar, or approved equivalent, lined.
5. Right pocket will consist of two pockets (one 4" x 9" x 1.5" and one 5" x 9" x 1.5") side by side with two separate 2" Velcro closures. Outside of pocket will be Kevlar, or approved equivalent, lined.
6. Knees will consist of a minimum of .25" silicon or equivalent padding and be placed into knees as not to bunch up or shift from in place. Outside will be Kevlar or approved equivalent lined.
7. All reflective trim will be 3" NFPA standard and be placed in accordance with NFPA 1971 standards.

DELIVERY REQUIREMENTS

All orders made by the City to the Seller will be processed and delivered by the Seller in a maximum of six (6) weeks after receipt of each order by the Seller. All reorders by the City to the Seller will be delivered to the NKCFD within six (6) weeks. For emergencies, as defined by the NKCFD, such as contamination, new hire firefighters, or excessive number of emergency related damages, the Seller shall supply, at no extra cost to the City, delivery within three (3) weeks from the date the Seller receives the emergency order.

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EXHIBIT "B"
BID FOR GOODS AND SERVICES

BID FOR GOODS AND SERVICES CONTRACT

Date: 3 April, 2019

BID OF Municipal Emergency Services, Inc.

(hereinafter called "**Bidder**") a corporation* organized and existing under the laws of the State of Nevada, a partnership* consisting of _____, an individual* trading as _____, a limited liability company* consisting _____.

*Insert Corporation(s), partnership or individual, as applicable.

TO: CITY OF NORTH KANSAS CITY, MISSOURI (the "**City**"), 2010 Howell, North Kansas City, MO 64116.

1. The Bidder, in compliance with the invitation for bids for firefighter turnout coats and pants in accordance with the description of goods and services, as well as all included specifications and requirements prepared by or on behalf of the City, generally referred to as "*Firefighter turnout Coat and Pants*" (the "**Gear**"), having examined the requirements, as well as the description of goods and services, with related documents, and being familiar with all the industry standards for the Gear, including the availability of all materials and labor, hereby proposes to furnish all firefighter turnout coats and pants and to provide such services and work relating to the Gear in accordance with the Contract Documents, in a timely manner and at the prices stated below. These prices are to cover all expenses, including taxes, incurred in providing the Gear and performing services required under the Contract Documents, of which this Bid is a part.

Bidder acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Dated <u>20 March, 2019</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

2. In the following Bid, the amounts shall be shown in figures on each applicable line of the Bid Sheet.

3. **BID PRICING:**

(a) **BID:**

The Bidder agrees to furnish all goods, supplies, materials, delivery costs and services required to provide the Gear and complete the services known as "*Firefighter Turnout Coat and Pants*"; all as described in the description of goods and services, as well meet or exceed all requirements, specifications and standards set out in the Contract Documents, for the sums as identified on the Bid Sheet, set forth in detail below.

(b) **GOODS PRICING:**

- (1) For the goods identified and described in the description of goods and services in the Contract Documents, the following prices, set forth on the Bid Sheet below, shall prevail.
- (2) Provide appropriate prices for each line and item on the table below.

BID SHEET

For the provision of firefighter turnout coats and pants during the next three (3), at the rate of up to fifteen (15) sets of firefighter turnout coats and pants per year. As used herein, Year 1 is defined as from the date of contract through and including September 30, 2019; Year 2 is defined as from October 1, 2019 through and including September 30, 2020; and Year 3 is defined as from October 1, 2020 through and including September 30, 2021.

The price for each firefighter turnout coat and each pair of firefighter turnout pants is set forth in the table below. Such price shall include all requirements set forth in the Contract Documents (*e.g.*, shipping costs, return costs, professional sizing and measurements for fitting).

All prices shown above are to remain in effect from **DATE OF CONTRACT** through **END OF THE TERM OF CONTRACT**.

YEAR 1

Description of Item	Price per Item
Turnout Coat—Male (per 1 coat)	\$1215.10
Turnout Pants—Male (per 1 pair of pants)	\$950.79
Turnout Coat—Female, if available (per 1 coat)	N/A
Turnout Pants—Female, if available (per 1 pair of pants)	\$950.79

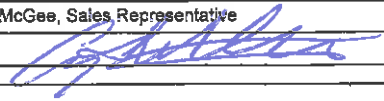
YEAR 2

Description of Item	Price per Item
Turnout Coat—Male (per 1 coat)	\$1275.86 projected
Turnout Pants—Male (per 1 pair of pants)	\$998.33 projected
Turnout Coat—Female, if available (per 1 coat)	N/A
Turnout Pants—Female, if available (per 1 pair of pants)	\$998.33 projected

YEAR 3

Description of Item	Price per Item
Turnout Coat—Male (per 1 coat)	\$1339.65 projected
Turnout Pants—Male (per 1 pair of pants)	\$1048.25 projected
Turnout Coat—Female, if available (per 1 coat)	N/A
Turnout Pants—Female, if available (per 1 pair of pants)	\$1048.25 projected

State telephone number and contact person for service calls during non-business hours:

Name: Cory McGee, Sales Representative Signature: 	Office Telephone Number: 402-727-5789
Email: cmcgee@mesfire.com	Cellular Phone Number: 816-661-0099

4. BIDDER'S ACKNOWLEDGEMENTS

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

5. BIDDER'S CERTIFICATE

The Bidder hereby certifies:

- a. His Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. He has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.
- c. He has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over the City.
- e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with the performance of the work.

END OF BIDDER'S CERTIFICATE

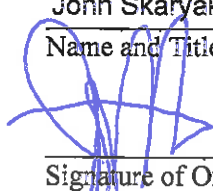
7. **BIDDER'S SIGNATURE**

Note: All signatures must be original, not copies, photocopies, Xeroxed®, stamped, etc.

IF A CORPORATION:

Municipal Emergency Services, Inc.
Name of Corporation

John Skaryak, VP Sales & Service
Name and Title of Officer


Signature of Officer

1900 East Military Avenue, Suite 276
Fremont, NE 68025
Address for Communications

1. Incorporated under the laws of the State of Nevada.
2. Licensed to do business in Missouri:
Yes: No:
(check one)

816-661-0099 Cory McGee, Sales Rep
Telephone Number

IF A PARTNERSHIP:

Name of Partnership

Name and residence addresses of all partners:

Signature of Partner

Address for Communications

Telephone Number

IF AN INDIVIDUAL:

Name of Individual

Residence address:

Signature of Individual

Address for Communications

Telephone Number

IF A JOINT VENTURE:

_____	1.	Incorporated under the laws of the State of _____.
Name of Corporation		
_____	2.	Licensed to do business in Missouri:
Name and Title of Officer		Yes: _____ No: _____
_____		(check one)
Signature of Officer		

Address for Communications		Telephone Number

IF A LIMITED LIABILITY COMPANY:

_____	1.	Organized under the laws of the State of _____.
Name of Limited Liability Company		
_____	2.	Licensed to do business in Missouri:
Name and Title of Officer		Yes: _____ No: _____

Signature of Officer		

Address for Communications		Telephone Number

(Each Bidder shall complete the bid form by manually signing on the proper signature line above and supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the Contract. Each Bidder shall supply the data called for in the accompanying "Bidder's Statement of Qualifications").

END OF BID



1900 East Military Avenue
 Suite 276
 Fremont, NE 68025

Quote

Date 04/02/2019
Quote # QT1254294
Expires 05/02/2019
Sales Rep McGee, Cory
PO #
Shipping Method FedEx Ground

Bill To
 NORTH KANSAS CITY FIRE DEPARTMENT
 1815 Howell Street
 Kansas City MO 64116

Ship To
 NORTH KANSAS CITY FIRE DEPARTMENT
 1815 Howell Street
 Kansas City MO 64116

Item	Alt Item #	Unit	Description	Qty	Unit Sales Price	Amount
Custom-Turnout-Coat			Custom Fire-Dex Turnout Coat NKCFFD FXM Spec:	1	1,215.10	1,215.10
Custom-Turnout-Pant			Custom Fire-Dex Turnout Pant	1	950.79	950.79

Subtotal 2,165.89
Shipping Cost (FedEx Ground) 25.00
Total \$2,190.89

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1254294



Quoted By: MES - Municipal Emergency Services
Prepared By: Cory McGee
 Sales Representative
Address: 1217 S COUNTRY VIEW LN
 WARRENSBURG, MO 64093
Phone: 8166610099
Email: cmcgee@mesfire.com
Quote: NKCFD FXM Spec
FWID: 81293
Item: FXM Turnout Gear Coat & Pant
Contract: FireWriter 2019

PRODUCT PREVIEW



COAT SPECIFICATIONS

Coat Outer Shell: 29" Front /33" Back, 6.5 oz. TECGEN71, Black
 Coat Thermal Liner: (B) 6.2 oz OmniQuilt – 6 OQ (MES Exclusive when chosen with TECGEN71)
 Coat Moisture Barrier: (F) 5.5oz Stedair® 4000
 Coat Closures: XC40 Zipper / Woven Hook and Loop
 XMZP Fabric Zipper Pull, THZP Thermoplastic Zipper
 Coat Trim Style: 3" NFPA Standard ScotchLite™ Triple Lime/Silver

COAT PATTERN, LINER, PATCHES AND LABELS OPTIONS

XMEFL Nomex® American Flag, Left Arm

LETTERING

Text: NKCFD
 Pos: 2, 3" Scotchlite™ Lime, XL00 - Sewn Direct Lettering
 Text: XXXXXXXX
 Pos: 8, 3" Scotchlite™ Lime, XL156 - Hook & Loop Patch with Trim (15 x 6")

COAT REINFORCEMENTS

Knit Wrist Reinforcement: XM02/XM03 Long Knit Wrist with Thumb Hole, Kevlar® (Yellow/Gold)
 Cuff Reinforcement: Standard Cuff, Shell Material, Main Shell Color
 Shoulder Reinforcement: Padded Shoulder Cap, Main Shell Material, Main Shell Color
 Elbow Reinforcement: Elbow Patches (5x8"), PCA (Polymer Coated Aramid), Black

This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.

LETTERING PREVIEW

- 1.
2. NKCFD

COAT MIC CLIPS AND STRAPS

XMCLP3 Mic Clip: 1 x 3 Shell

- Custom Qty: 1
- Custom Placement 1: centered above radio pocket 1" below collar seam.
- XM80 Flashlight Hook with Fabric Strap
 - Right Qty: 1
- XMGS2 Glove Strap Shell 3x12
 - Right Qty: 1

- 4.
- 5.
- 6.
- 7.
- 8. XXXXXXXX
- 9.

COAT POCKETS

- Chest Pocket - Left: (XP23) Radio Pocket 8 x 4 x 3
 - Large Single Notch
 - Custom Placement: Aligned close to center storm flap seam
- Hand Pocket - Left: (XP34) Semi Bellow, Handwarmer 9 x 9 x 2
 - PCA Reinforcement (cannot be chosen on coats with comfort trim), Black, Full Hook & Loop Closure, Extra Eyelet (for Semi-Bellow Cargo, Makes 2 Total)
- Hand Pocket - Right: (XP34) Semi Bellow, Handwarmer 9 x 9 x 2
 - PCA Reinforcement (cannot be chosen on coats with comfort trim), Black, Full Hook & Loop Closure, Extra Eyelet (for Semi-Bellow Cargo, Makes 2 Total)

PANT SPECIFICATIONS

- Pant Rise: Regular Rise
- Pant Rear Panel: No Rear Panel
- Pant Outer Shell: 6.5 oz. TECGEN71 - Black
- Pant Thermal Liner: (B) 6.2 oz OmniQuilt – 6 OQ (MES Exclusive when chosen with TECGEN71)
- Pant Moisture Barrier: (F) 5.5oz Stedair® 4000
- Pant Closures: XC40 Zipper / Woven Hook and Loop
 - THZP Thermoplastic Zipper
- Pant Trim Style: 3" around cuffs - ScotchLite™ Triple Lime/Silver

PANT PATTERN, LINER, PATCHES AND LABELS OPTIONS

- 560SK 12x9 Silicone Knee Liner
- XMSP Two Additional Snap Tabs at Cuff and Liner

PANT SUSPENDERS

- MCHL - Post Attachment, H-Back, Black Webbing, Padded with Ladder Lock (Max Length: 54")

PANT STRAPS AND OPTIONS

- XMKB Kevlar® Belt
- XMBL3 1.5x3.5 Belt Loop
 - Qty: 5
- XM21 D-Ring on 1 x 2 Fabric Loop
 - Custom Placement: DRing loop will be placed just below belt line on left side

PANT POCKETS

- Front Pocket - Left: (XP30) Full Bellow 10 x 10 x 2

PCA Reinforcement (cannot be chosen on coats with comfort trim),
Black, Full Hook & Loop Closure, Full Kevlar® Lining (All 4 Sides),
CP2: Two Compartment

Front Pocket - Right: (XP70) Split Bellow 10 x 10 x 2

PCA Reinforcement (cannot be chosen on coats with comfort trim),
Black, Full Hook & Loop Closure, Full Kevlar® Lining (All 4 Sides)

PANT REINFORCEMENTS

Knee Reinforcement: Silicone Padded Knee Patch (1-Layer, No Moisture
Barrier), Black, 12 x 9", PCA (Polymer Coated Aramid)

Cuff Reinforcement: DexCuff - Reverse Tapered Cuff, Black, PCA
(Polymer Coated Aramid)

Leg and Crotch Reinforcement: No Reinforcement

TPP (Before Washing, NFPA minimum = 35)	THL (NFPA Minimum = 205)
41.20 cal/cm ²	295.50 W/m ²

MEMORANDUM



TO: Mayor and City Council

FROM: Dave Hargis, Fire Chief

DATE: May 21, 2019

RE: Professional Services Agreement with A.P. Triton LLC and Budget Amendment

Budget Authority: \$10,000
Requested Amended Budget Authority: \$15,400

On November 20, 2018, the City Council approved agreements with the Missouri Healthnet Division to participate in the Ground Emergency Medical Transport (GEMT) Program. As a reminder, the GEMT Program is a program that allows the Fire Department to request compensation for certain unreimbursed costs for Medicaid transports. GEMT draws down federal dollars to help offset the cost of the City's provision of emergency ambulance and transport for qualifying Medicaid patients. The governmental agency (the City of North Kansas City) that operates the EMS service is allowed to participate in the recovery of costs associated with providing transportation of Medicaid beneficiaries when the state Medicaid program does not cover the full cost of the service. This cost is shared by the state and federal government on a 35/65 split.

In order to ensure the City can collect on 2018 reimbursements, staff is recommending the City hire a consultant, A.P. Triton, LLC, to prepare its cost reimbursement report. The cost reimbursement report is similar to a corporate tax return. It documents the cost of providing transport, including both direct and indirect costs associated with providing the ambulance service. These include administration, fuel, maintenance, training and time on task.

AP Triton's staff created the nation's first ambulance GEMT program. The firm provides turnkey GEMT programs in Missouri and numerous other states. A.P. Triton, LLC created the cost reports, instructions and methodologies used for Missouri's GEMT program.

A.P. Triton charges a fee of \$13,000, plus 3% of gross GEMT proceeds. They have estimated the City's reimbursement would be approximately \$80,000, which would bring the total cost to an estimated \$15,400. This would allow the City to net around \$64,600, as shown below.

Estimated Cost of Transport Reimbursement	\$80,000
A.P. Triton flat fee	(13,000)
3% of Gross GEMT reimbursement	(2,400)
City Net for GEMT reimbursement	\$ 64,600

Payment will be due only after completion of the cost report. The report will be completed between July 2019 and October 2019.

The FY 2019 Budget includes \$10,000 for the GEMT consultant, which reflected the best estimate available to staff at that time. At this time, staff seeks Council approval of the agreement with A.P. Triton and of a budget amendment in the amount of \$5,400. If the amount for which the City eventually seeks reimbursement is higher than the \$80,000 estimate, then A.P. Triton's 3% of gross GEMT fee will be higher, but so will the amount that the City will net.

Staff recommends approval of the agreement with GEMT and the budget amendment in the amount of \$5,400.

RESOLUTION NO. 19-029

A RESOLUTION AMENDING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2018-2019 IN THE AMOUNT OF \$5,400 FOR SPONSORSHIP OF A PROFESSIONAL SERVICES AGREEMENT WITH A.P. TRITON, LLC.

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 fiscal 2018-2019 budget included money for a consultant to prepare a cost reimbursement report for the Ground Emergency Medical Transport (GEMT) Program to request compensation for transport costs not covered by Medicaid; and

WHEREAS, at the time the budget was prepared \$10,000 was estimated but additional costs will be incurred for services and a three percent recovery fee; 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 \$5,400 from the General Fund balance for consulting and recovery fee costs.

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	\$5,400
Expenditures		
Professional Services	10-515-6090	\$5,400

DONE this 21st day of May 2019

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

MEMORANDUM



TO: Mayor Stielow and City Council

FROM: Chief Steve Beamer

DATE: May 21, 2019

RE: Amendment to the Liquor Code – 3:00 a.m. Closings

As discussed at the April 23rd meeting of the City Council, staff has learned that one of the establishments that has a special permit to sell liquor by-the-drink until 3:00 a.m. has closed permanently. The consensus of the Council was to reduce the number of authorized 3:00 a.m. special permits from the current maximum of six down to five. An ordinance has been prepared accordingly. Staff recommends approval of the ordinance.

AN ORDINANCE AMENDING TITLE 4, “ALCOHOLIC BEVERAGES,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI BY AMENDING PARAGRAPH A OF SECTION 4.12.380 THEREOF.

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 Council believes and finds that it is appropriate and in the best interests of the citizens of the City that the City amend certain portions of the Code of the City of North Kansas City, Missouri (the “City Code”) regarding alcoholic beverages within the City.

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

Section 1. Paragraph A of Section 4.12.380 of Chapter 4.12, “Licenses,” of Title 4, “Alcoholic Beverages,” of the Code of the City of North Kansas City, Missouri is hereby repealed and there is hereby enacted in lieu thereof a new Paragraph A of Section 4.12.380 which shall read as follows:

A. The number of retail sales by drink licenses that may be issued shall not exceed eighteen (18), except twenty-two (22) additional retail sales by drink licenses may be issued upon application for restaurant bar licenses pursuant to Section 4.12.230. Of these eighteen (18) retail sales by drink licenses, no more than five (5) may obtain a special permit allowing the premises to remain open until 3:00 a.m.

The remainder of Section 4.12.380, including Paragraphs B, C, D and E as presently written, shall remain in full force and effect and shall be unaffected by the passage of this ordinance.

Section 2. 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 3. Severability. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause, or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

Section 5. Effective Date. This Ordinance shall be in full force and effect, after compliance with all governing laws, rules, and regulations, upon passage by the City Council and approval by the Mayor.

PASSED this 21st day of May, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal, Doss, *City Clerk*

APPROVED this 21st day of May, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

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

MEMORANDUM



TO: Mayor Stielow and City Council

FROM: Chief Steve Beamer

DATE: May 21, 2019

RE: Mutual Aid Agreement with the Platte County Sheriff's Department

The North Kansas City Police Department has mutual aid agreements with a number of law enforcement agencies in the area. These agreements, which are authorized by the State of Missouri, allow officers from one jurisdiction to respond to another jurisdiction in times of emergencies, or during other times when additional help is needed. These agreements provide legal protection for the officers that are taking enforcement actions outside of their own jurisdictions.

Staff recently recognized that we do not have a mutual aid agreement in place with the Platte County Sheriff's Department. Since there are occasions where our agencies might interact during a critical incident, it is appropriate to enact a mutual aid agreement with them. The Platte County Sheriff, Mark Owen, is interested and willing to enter into this agreement. Staff recommends approval of the agreement.

AN ORDINANCE ADOPTING AND APPROVING A MUTUAL AID AGREEMENT BY AND AMONG THE CITY OF NORTH KANSAS CITY, MISSOURI; THE PLATTE COUNTY SHERIFF; AND PLATTE COUNTY, MISSOURI FOR THE USE OF POLICE OFFICERS, UNDER CERTAIN SITUATIONS, TO PERFORM LAW ENFORCEMENT DUTIES OUTSIDE THE TERRITORIAL LIMITS OF THE CITY; AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

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

WHEREAS, the City Council believes and finds that it is appropriate and in the best interests of the citizens of the City that the City enter into a certain Mutual Aid Agreement with Platte County, Missouri.

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

Section 1. The City Council does hereby find and determine that it is in the best interest of the citizens and City of North Kansas City, Missouri, to enter into a certain Mutual Aid Agreement with the Platte County Sheriff and Platte County, Missouri, inasmuch as in certain situations the use of police officers to perform law enforcement duties outside of the territorial limits of the City where such police officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public. A copy of said Mutual Aid Agreement is attached hereto, marked “**Exhibit A**” and is incorporated herein by reference.

Section 2. The terms and provisions of the Mutual Aid Agreement referred to in Section 1 hereof are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri, on behalf of said City. The Mayor and City Clerk are hereby authorized and directed to execute said Mutual Aid Agreement on behalf of the City of North Kansas City, Missouri.

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

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

Section 5. Effective Date. This Ordinance shall be in full force and effect, after compliance with all governing laws, rules, and regulations, upon passage by the City Council and approval by the Mayor.

PASSED this 21st day of May, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal, Doss, *City Clerk*

APPROVED this 21st day of May, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “A”

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (“**Agreement**”) made and executed this _____ day of _____ 2019, by and among the City of North Kansas City, Missouri, a Missouri, a Missouri municipal corporation, the Platte County Sheriff’s Office and Platte County, Missouri (collectively, the “Parties” and each a “Party”), provides as follows:

Section 1. Intergovernmental Law Enforcement Service and Assistance.

This Agreement for “Intergovernmental Law Enforcement Service and Assistance” is executed pursuant to Sections 70.815, 70.820, 70.835 and 70.837 RSMo. 2016.

Section 2. Purpose of Agreement.

It is recognized that in certain situations the use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the municipality or county where such officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

Section 3. Authorization.

The Parties undersigned agree to provide mutual aid services in furtherance of the investigation of criminal activity and enforcement of the laws of this state, and to assist each other by the provision of specialized services to their mutual aid in the protection of health, life and property involving emergency incidents or situations which arise and require such assistance.

Section 4. Definition of Terms.

The following terms shall have the following meanings when used in this Agreement:

- A. “Law Enforcement Officer” means any law enforcement officer, sheriff, deputy sheriff, constable or deputy constable, or marshal.
- B. “Law Enforcement Personnel” means any sworn law enforcement officer, reserve law enforcement officer or marshal who has completed a training program as promulgated by Chapter 590 RSMo., with said training being a prerequisite to the authority of law enforcement personnel to respond outside corporate city limits.
- C. “Political Subdivision” means any agency or unit of this state empowered by law to maintain a law enforcement agency.
- D. “Chief Administrative Officer” means the mayor, city manager or city administrator of a municipality, or the county executive or presiding county commissioner of a county.

- E. “Chief Law Enforcement Officer” means the chief of police, constable or marshal of a municipality or the sheriff of a county.
- F. “Emergency Situation” means any situation in which law enforcement personnel have a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat of injury to any person, property, or governmental interest, and the officer’s response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation.
- G. “Responding Party” is a signatory hereto who is called upon to provide mutual aid.
- H. “Requesting Party” is a signatory hereto who is requesting another party to provide mutual aid.

Section 5. Power and Authority.

- A. Each party undersigned does hereby authorize only its Chief Law Enforcement Officer or the officer commanding in his/her absence to render and request mutual aid to and from the political subdivision to the extent of available personnel and equipment not required for adequate protection of the political subdivision rendering aid. The judgment of the Chief Law Enforcement Officer, or officer commanding in his/her absence, of each party rendering aid, as to the amount of personnel and equipment available shall be final.
- B. Law Enforcement Officers who shall be commanded by their superior authority to maintain the peace or perform law enforcement duties outside the territorial limits of the municipality or county which regularly employs such officers shall be under the direction and authority of one (1) person designated by each Chief Law Enforcement Officer. Such person shall in turn be under the direction and authority of the local commanding law enforcement officer of the municipality or county to which he is called to perform law enforcement or peace duties and shall be peace officers thereof. They shall have all immunities, powers and authority of law enforcement and peace officers as provided by law, including the power of arrest.
- C. Except in cases of emergencies presenting an imminent threat to public safety and health, the requesting party’s Chief Law Enforcement Officer, or designee, should transmit such request for personnel or services to the responding party’s Chief Law Enforcement Officer at least fifteen (15) days prior to the expected service date and in no case less than five (5) days prior.
- D. In the case of emergency situations which prevent the prior written request for services by the requesting party, the request may be made orally and recorded by the responding party agency. All investigative or case reports shall be prepared and maintained by the requesting party. For purposes of uniformity, there will be no duplication in the preparation of reports, but rather a single report prepared by a designated individual, and that report will be duplicated as necessary.

Section 6. Compensation.

Mutual aid assistance shall be rendered without charge to a party both during normal conduct of law enforcement business and in Emergency Situations.

Section 7. Liability.

- A. Each Party shall be responsible for all claims, damages and losses sustained by its own law enforcement agency and Law Enforcement Personnel. This Agreement shall not be so construed as to create any relationship between the Law Enforcement Personnel of one Party and the other Party. Each Party hereto agrees to procure insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from the activities herein contemplated, or shall be self-insured.
- B. A Party shall not be liable to the other Party for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any law enforcement problem arising out of any assistance requested or provided hereunder.
- C. This Agreement shall not be construed as an agreement for the benefit of any third party.
- D. The Parties agree that all individuals shall retain all pension and disability rights while performing duties in accordance with this Agreement.

Section 8. Effective Date of Agreement.

This Agreement shall be in full effect and legally binding at such time as it is signed and certified by each Party.

Section 9. Entire Agreement and Modification.

- A. This writing is intended by the Parties as a final expression of this Agreement and is also intended as a complete and exclusive statement of the terms of this Agreement. This Agreement may be amended or modified only in writing by each Party's respective city council, county commission, or board of alderman, by ordinance.
- B. This Agreement shall be governed by the laws of the United States and the State of Missouri and, notwithstanding anything which may be found in the Agreement to the contrary, the Parties do not waive and expressly reserve any and all immunities and defenses available to the entity or its members, whether arising from common law or statute.
- C. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 10. Termination of Agreement.

- A. This Agreement shall remain in full force and effect until such time as any Party, through its elected commission or council, passes an ordinance terminating this Agreement. Either Party to this Agreement may terminate this Agreement upon sixty (60) days' written notice of such intent prior to terminating this Agreement.

- B. Copies of any such ordinance shall be filed with the clerk of each Party within thirty (30) days of its passage.

FOR THE PLATTE COUNTY SHERIFF'S OFFICE

MARK S. OWEN
PLATTE COUNTY SHERIFF

Approved by the Platte County Commission _____, 2019.

SIGNED:

PRESIDING COMMISSIONER

1ST DISTRICT COMMISSIONER

2ND DISTRICT COMMISSIONER

ATTEST:

PLATTE COUNTY CLERK

FOR THE CITY OF NORTH KANSAS CITY, MISSOURI:

Don Stielow, MAYOR

DATED: May 22, 2019.

ATTEST:

Crystal Doss, CITY CLERK

BILL NO. 7405

ORDINANCE NO. 9202

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS
DUE AND PAYABLE BY THE CITY THROUGH MAY 17, 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	133,922.85
B. Payroll Transfers	382,174.85
C. Transportation Sales Tax	123,477.39
D. Convention & Tourism	10,125.00
E. Gaming Fund	109,063.05
F. Community Center	—
G. Water Fund	163,214.32
H. Sewerage System Fund	56,713.45
I. Pension Fund	—
J. Northgate Capital Project	8,046.50
K. Health Fund	179.13
L. Communications Fund	—
	<hr/>
	\$ 986,916.54
	<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 21st day of May, 2019

Mayor

APPROVED this 21st day of May, 2019

Mayor

ATTEST:

City Clerk

PAYMENT ORDINANCE DETAIL FOR MAY 17, 2019

		VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$	-	133,922.85	133,922.85
PARKS & RECREATION		-	15,276.42	15,276.42
LIBRARY		-	17,092.82	17,092.82
TRANSPORTATION		-	123,477.39	123,477.39
CONVENTION & TOURISM		-	10,125.00	10,125.00
GAMING FUND		-	109,063.05	109,063.05
NORTHGATE CAPITAL PROJECT		-	8,046.50	8,046.50
HEALTH FUND		-	179.13	179.13
WATER		-	163,214.32	163,214.32
SEWER		-	56,713.45	56,713.45
COMMUNITY CENTER		-	0.00	—
COMMUNICATIONS FUND		-	0.00	—
PENSION		-	—	—
REPORT SUB-TOTAL	\$	-	\$ 637,110.93	\$ 637,110.93

PAYROLL TRANSFERS THROUGH MAY 17, 2019 382,174.85

Total Payments **\$ 1,019,285.78**

Less Parks & Library (32,369.24)

ORDINANCE TOTAL **\$ 986,916.54**



North Kansas City, MO

Expense Approval Report

By Segment (Select Below)

Payment Dates 05/08/2019 - 05/22/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Nancy Kendall	08/22/2014	05/14/2019	Patient Over Payment	10-4620	21.86
John E Archer	11/14/2018	05/14/2019	Patient Over Payment	10-4620	166.81
Olivia Compos	660816	05/11/2019	Shelter #3 Deposit Refund	20-4661	50.00
Tim George	661055	05/11/2019	Shelter #6 Deposit Refund	20-4661	50.00
Robert Price	661105	05/11/2019	Shelter #2 Deposit Refund	20-4661	50.00
Dahlmalynn Edward	661195	04/30/2019	Shelter #6 Deposit Refund	20-4661	50.00
MO DEPT SALES TAX	April 2019	04/30/2019	April 2019 Sales Taxes	60-2050	6,573.97
NKC Diamond Club	660634	05/02/2019	Shelter #6 Deposit Refund	20-4661	50.00
Catherine Bone	660387	05/04/2019	Shelter #6 Deposit Refund	20-4661	50.00
Century Link	660588	05/04/2019	Shelter #1 Deposit Refund	20-4661	100.00
Lanisha Harrell	660936	05/04/2019	Building Rental Deposit	20-4660	100.00
Antonio McMillon	661221	05/04/2019	Shelter #2 Deposit Refund	20-4661	50.00
Elizabeth Blogin	660400	05/05/2019	Shelter #2 Deposit Refund	20-4661	50.00
JEREMY COCAYNE	660958	05/06/2019	Off Duty Security	20-4660	200.00
BRENDA S MCGRAW	660958	05/06/2019	Off Duty Security	20-4660	200.00
WISE AUTO REPAIR LLC	INV0000752	05/06/2019	WISE AUTO REPAIR LLC	10-2427	23.85
Bryan C Charley	120797230	05/08/2019	Bond Return	10-2430	50.00
Melissa A Evans	120797245	05/08/2019	Bond Return	10-2430	171.01
Marc H Tanis	120797497	05/08/2019	Bond Return	10-2430	294.10
Melanie C Johnson	190082196	05/08/2019	Bond Return	10-2430	327.92
William G Murphy	190086173	05/08/2019	Bond Return	10-2430	170.03
Helen Freeman	G18597	05/08/2019	Over Payment of Fines	10-4710	31.50
MISSOURI DEPT OF REVENUE	CRIME VICTIM APRIL 2019	05/09/2019	CRIME VICTIM STATE - APRIL 2	10-2410	1,544.34
CLAY COUNTY TREASURER	DOMESTIC VIOLENCE APRIL 2	05/09/2019	DOMESTIC VIOLENCE - APRIL	10-2415	846.00
TAYLOR SEPTIC & PLUMBING	INV0000757	05/09/2019	TAYLOR SEPTIC & PLUMBING	10-2427	13,500.00
MISSOURI STATE TREASURER	PEACE OFFICER APRIL 2019	05/09/2019	PEACE OFFICER TRAINING - A	10-2418	214.55
MISSOURI SHERIFF'S RETIREM	SHERIFF FUND APRIL 2019	05/09/2019	SHERIFF'S FUND - APRIL 2019	10-2412	838.37
Jason Walker	660998	05/11/2019	Shelter #1 Deposit Refund	20-4661	50.00
Nina Pinkney	661101	05/11/2019	Shelter #3 Deposit Refund	20-4661	50.00
Dominic H Messina	120794498	05/13/2019	Bond Return	10-2430	400.00
CADUCEUS OCC MEDICINE LL	INV0000765	05/14/2019	CADUCEUS OCC MEDICINE LL	10-2427	47.50
CITY OF NORTH KANSAS CITY	INV0000766	05/14/2019	FLEX DC	10-2266	499.98
CITY OF NORTH KANSAS CITY	INV0000766	05/14/2019	FLEX MEDICAL	10-2267	882.36
CITY OF NORTH KANSAS CITY	INV0000766	05/14/2019	FLEX MEDICAL	20-2267	95.00
CITY OF NORTH KANSAS CITY	INV0000766	05/14/2019	FLEX MEDICAL	21-2267	122.73
CITY OF NORTH KANSAS CITY	INV0000766	05/14/2019	FLEX MEDICAL	22-2267	38.46
CITY OF NORTH KANSAS CITY	INV0000766	05/14/2019	FLEX MEDICAL	60-2267	150.00
Leistashia N Jenkins	120795025 & 026	05/15/2019	Bond Return	10-2430	105.00
GLADSTONE MUNICIPAL COU	20688/R9783	05/15/2019	Farnsworth, Carl GL19-0241	10-2101	300.00
BLUE SPRINGS MUNICIPAL CO	20689/R9782	05/15/2019	Farnsworth, Carl W1901737,	10-2101	2,000.00
KANSAS CITY MUNICIPAL COU	20690/R9781	05/15/2019	White, Joshua LC161046179-	10-2101	72.50
KANSAS CITY MUNICIPAL COU	20691/R9780	05/15/2019	Phelps, Maurice W34160392,	10-2101	100.00
LEE'S SUMMIT MUNICIPAL CO	20693/R9779	05/15/2019	Frazier, Carl E 19-16MFA-742	10-2101	250.00
GRANDVIEW MUNICIPAL COU	20695/R9778	05/15/2019	Jenkins, Leistashia N 1800042	10-2101	121.00
USBANK - INSTITUTIONAL T	INV0000767	05/16/2019	P&F PENSION FIRE-EE	10-2251	4,208.48
USBANK - INSTITUTIONAL T	INV0000767	05/16/2019	P&F PENSION POLICE-EE	10-2251	2,899.74
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	10-2253	2,227.63
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	20-2253	25.00
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	21-2253	42.84
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	22-2253	96.52
NATIONWIDE 457	5-17-2019 PR	05/16/2019	NATIONWIDE 457	10-2250	3,124.85
NATIONWIDE 457	5-17-2019 PR	05/16/2019	NATIONWIDE 457	10-2258	1,068.00
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	ICMA - EE	10-2252	9,578.48
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	ICMA - EE	10-2259	975.70

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ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	ICMA - EE	20-2252	261.02
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	ICMA - EE	21-2252	82.97
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	ICMA - EE	22-2252	299.58
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	ICMA	22-2259	38.39
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	ICMA - EE	60-2252	542.85
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	61-2252	180.46
Hiat Naser	661151	05/11/2019	Shelter #1 Deposit Refund	20-4661	50.00
					56,761.35
Department: 505 - ADMINISTRATION					
INT'L MUNICIPAL LAWYERS AS	19961980	05/15/2019	ANNUAL DUES -- TOM BARZE	10-505-6220	375.00
OFFICE DEPOT INC	306876199001	05/15/2019	OFFICE SUPPLIES	10-505-7001	435.94
OFFICE DEPOT INC	312713089001	05/15/2019	LARGE BINDER CLIPS	10-505-7001	6.06
WEST PUBLISHING CORP	840195932	05/15/2019	MONTHLY CHARGE	10-505-6030	925.49
WEST PUBLISHING CORP	840279728	05/15/2019	ENCUMBER FUNDS -- MONTH	10-505-6030	128.67
NECCO COFFEE INC	90644	05/15/2019	COFFEE	10-505-7001	109.60
NECCO COFFEE INC	91110	05/15/2019	COFFEE	10-505-7001	64.75
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	10-505-5210	129.95
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	10-505-5210	692.78
Department 505 - ADMINISTRATION Total:					2,868.24
Department: 506 - MUNICIPAL COURT					
OFFICE DEPOT INC	309712947001	05/09/2019	OFFICE DEPOT INV # 3097129	10-506-7001	39.58
UNISOURCE DOCUMENT PRO	2146373 - MC	05/10/2019	MC - MONTHLY COPIER CHAR	10-506-6110	1.47
Department 506 - MUNICIPAL COURT Total:					41.05
Department: 507 - ECONOMIC DEVELOPMENT					
BRYAN CAVE LEIGHTON PAISN	10856230	05/15/2019	SUNFLOWER DEV GROUP 18T	10-507-6090	500.50
Department 507 - ECONOMIC DEVELOPMENT Total:					500.50
Department: 510 - FIRE					
GALLS LLC	BC0753332	04/13/2019	Dress Coats, Black Patent Viso	10-510-7050	504.97
GALLS LLC	BC0796065	04/13/2019	Lawpro Oxford Hi gloss	10-510-7050	34.99
COULTER VENTURES LLC	5189706	05/08/2019	Assault Air Runner for gym	10-510-8750	3,699.00
GALLS LLC	BC0832855	05/08/2019	Polos, Job Shirts, Tactical pant	10-510-7050	504.09
MERITAS HEALTH CORP	INV0000753	05/08/2019	FD ANNUAL PHYSICALS	10-510-5440	499.00
BLUE CROSS BLUE SHIELD OF	INV0000755	05/08/2019	PCA INVOICE	10-510-5310	4.96
UNISOURCE DOCUMENT PRO	2146373 - FD	05/10/2019	FD - COPIER MONTHLY CHAR	10-510-7001	191.01
MEDICAL EQUIPMENT SOLUTI	123173	05/13/2019	Rental for the month	10-510-7011	63.75
MEDICAL EQUIPMENT SOLUTI	123259	05/13/2019	hydrostatic testing	10-510-7011	2.25
FIRESERVICE MGMT LLC	20231	05/13/2019	Refurbish bunker gear	10-510-7050	485.50
ED M FELD EQUIPMENT CO IN	348168-IN	05/13/2019	Truck engine light on- fluids	10-510-7140	160.00
ED M FELD EQUIPMENT CO IN	348211-IN	05/13/2019	909 Air intake tube cracked	10-510-7140	320.00
DIAMOND MANUFACTURING	39703	05/13/2019	Fusion gloves Bradley	10-510-7050	147.95
PHYSIO-CONTROL INC	419039765	05/13/2019	Annual maintenance on the L	10-510-7140	2,100.00
MCKESSON MEDICAL-SURGIC	53027145	05/13/2019	Saline 10ML (3)	10-510-7011	136.53
National Association of Emerg	91904179031000	05/13/2019	Course fee for 13 individuals	10-510-5426	130.00
Office Essentials Inc	CIV0954328	05/13/2019	Towels, sanitizer, wipes	10-510-7014	438.11
Office Essentials Inc	CIV0954367	05/13/2019	roll-on towels & Santizer refill	10-510-7014	116.57
Office Essentials Inc	CIV0954543	05/13/2019	Soap Refills	10-510-7014	404.91
Office Essentials Inc	CIV0954552	05/13/2019	Soap Refills	10-510-7014	134.97
MEDASSURE HEARTLAND LLC	W 100550	05/13/2019	April med waste	10-510-7011	40.00
GALLS LLC	011345235	05/13/2019	Return FD buttons and applica	10-510-7050	-32.87
MERITAS HEALTH CORP	INV0000760	05/14/2019	FD ANNUAL PHYSICALS	10-510-5440	474.00
BLUE CROSS BLUE SHIELD OF	INV0000762	05/14/2019	PCA INVOICE	10-510-5310	231.52
Office Essentials Inc	SCN0039749	05/14/2019	RETURNED CENTERPULL TOW	10-510-7014	-70.02
USBANK - INSTITUTIONAL T	INV0000767	05/16/2019	P&F PENSION FIRE-ER	10-510-5220	9,367.19
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	10-510-5210	428.87
NATIONWIDE 457	5-17-2019 PR	05/16/2019	NATIONWIDE 457	10-510-5210	1,979.51
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	10-510-5210	799.25
Department 510 - FIRE Total:					23,296.01
Department: 515 - POLICE					
DANIEL JUSTUS	19-0018	05/02/2019	4/28-5/2/19 FBI LEEDA Leade	10-515-5426	53.24

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SOLI'S PRINTING INC	157652	05/06/2019	MUG PRINT ARREST JACKET	10-515-7020	166.00
PRO PRINT INC	164518	05/06/2019	POLICE STATION PADS	10-515-7001	27.00
OUTDOOR RESTROOMS LLC	241456	05/06/2019	RANGE RESTROOM SERVICE	10-515-7022	55.00
EQUIFAX INFORMATION SERVI	5339779	05/06/2019	INFORMATION SERVICES APRI	10-515-7018	75.00
NECCO COFFEE INC	90653	05/06/2019	COFFEE RODER	10-515-6395	31.50
BLUE CROSS BLUE SHIELD OF	INV0000755	05/08/2019	PCA INVOICE	10-515-5310	234.40
UNISOURCE DOCUMENT PRO	2146373 - PD	05/10/2019	PD - MONTHLY COPIER CHAR	10-515-6110	153.36
NORTHLAND MOBILE VETERI	1112	05/14/2019	69 RABIES VACCINATIONS	10-515-7026	1,173.00
REJIS COMMISSION	415936	05/14/2019	REJIS BILLABLE TIME DIRECT C	10-515-6060	172.00
HIGHWAY INTERDICTION TRAI	6272	05/14/2019	PATROL/DRUG INTERDICTION	10-515-5426	250.00
WEST PUBLISHING CORPORAT	840223919	05/14/2019	INFORMATION CHARGES APRI	10-515-7018	360.00
NECCO COFFEE INC	91117	05/14/2019	COFFEE ORDER	10-515-6395	31.50
CLAY COUNTY SHERIFF DEPT	INV0000763	05/14/2019	PRISONER HOUSING APRIL 20	10-515-7020	2,925.00
NORTHTOWNE LINCOLN MER	LICS826601	05/15/2019	UNIT 611 VEHICLE MAINTENA	10-515-7140	1,081.56
BLUE CROSS BLUE SHIELD OF	INV0000762	05/14/2019	PCA INVOICE	10-515-5310	1,365.56
USBANK - INSTITUTIONAL T	INV0000767	05/16/2019	P&F PENSION POLICE-ER	10-515-5220	6,447.15
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	10-515-5210	213.34
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	10-515-5210	2,560.52
Department 515 - POLICE Total:					17,375.13
Department: 521 - BUILDINGS & GROUNDS					
UNISOURCE DOCUMENT PRO	2146373 - MS	05/10/2019	MS - MONTHLY COPIER CHAR	10-521-7001	32.13
WALKER TOWEL & UNIFORM	2612028	05/13/2019	biweekly service ranges from	10-521-7110	55.00
HI-GENE'S JANITORIAL SVC IN	60781	05/13/2019	cleaning and supplies for CH	10-521-6330	1,175.00
HI-GENE'S JANITORIAL SVC IN	60781	05/13/2019	supplies ordered for CH & PD	10-521-7006	225.10
HI-GENE'S JANITORIAL SVC IN	60782	05/13/2019	cleaning and supplies for CH	10-521-6330	585.00
SHRED-IT US JV LLC	8127170706	05/13/2019	shredding services for CH, FD,	10-521-6057	102.90
SHRED-IT US JV LLC	8127170763	05/13/2019	shredding services for CH, FD,	10-521-6057	34.29
SHRED-IT US JV LLC	8127171323	05/13/2019	shredding services for CH, FD,	10-521-6057	103.96
COMMERCIAL LAWN CARE IN	1504	05/15/2019	mowing harras area	10-521-6090	255.00
QUALITY PLUMBING INC	77216	05/15/2019	CH breakroom sink clearing	10-521-7110	250.00
CENTRAL POWER SYSTEMS &	R114001926:01	05/15/2019	PD quarterly genertor mainte	10-521-7110	295.00
JR & COMPANY INC	R19-0519	05/15/2019	PD roof leak from AC unit	10-521-7110	805.29
JR & COMPANY INC	R19-0524	05/15/2019	CH boss caulking for roof patc	10-521-7110	110.99
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	10-521-5210	115.32
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	10-521-5210	89.59
Department 521 - BUILDINGS & GROUNDS Total:					4,234.57
Department: 524 - CONVENTION & TOURISM					
OLSSON ASSOCIATES	322260	05/08/2019	PROFESSIONAL SERVICES RAB	24-524-8770	3,600.00
MCCLURE ENENGINEERING CO	123731	05/15/2019	Task Order 9 - Rabbit Hole Pkg	24-524-8770	6,450.00
KC BLUEPRINT & PLAN ROOM	152865	05/15/2019	Armour Road bike lane postin	24-524-8770	75.00
Department 524 - CONVENTION & TOURISM Total:					10,125.00
Department: 525 - PUBLIC WORKS ADMIN					
UNISOURCE DOCUMENT PRO	INV0000758	05/10/2019	PW - MONTHLY COPIER CHAR	10-525-7120	79.95
BLUE CROSS BLUE SHIELD OF	INV0000762	05/14/2019	PCA INVOICE	10-525-5310	2.85
SAM'S CLUB	5601	05/15/2019	coffee cups	10-525-7001	30.96
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	10-525-5210	122.20
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	10-525-5210	128.39
Department 525 - PUBLIC WORKS ADMIN Total:					364.35
Department: 526 - COMMUNITY DEVELOPMENT					
UNISOURCE DOCUMENT PRO	2146373 - CD	05/10/2019	CD - MONTHLY COPIER SHAR	10-526-7001	32.23
SPRINT SPECTRUM LP	243089816-137	05/10/2019	4/7-5/6/19 Services Acct #24	10-526-6735	99.98
CHRIS RICKETTS	41019	05/15/2019	Repair to 2009 Ford Escape	10-526-7140	871.00
NECCO COFFEE INC	90723	05/15/2019	Coffee	10-526-7001	376.80
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	10-526-5210	55.25
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	10-526-5210	313.72
Department 526 - COMMUNITY DEVELOPMENT Total:					1,748.98
Department: 533 - INTERDEPARTMENTAL					
KCPL	05-10-2019	04/09/2019	4/9-5/9/19 Services See attac	10-533-6710	11,457.03
KCPL	05/13/2019	04/10/2019	4/10-5/12/19 Services See att	10-533-6710	172.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KCPL	05/14/2019	04/11/2019	4/11-5/13/19 Services See att	10-533-6710	676.38
KCPL	05/01/2019	04/30/2019	03/31-04/30/19 Services #21	10-533-6710	443.00
LIFTOFF LLC	3936	05/07/2019	OFFICE365 G1 PLAN	10-533-6115	180.00
KNOWBE4 INC	INV58725	05/07/2019	EMAIL AND WEB SECURITY TR	10-533-6115	2,019.60
WINDSTREAM CORPORATION	71308670	05/08/2019	4/9-5/7/19 Services ACCT #54	10-533-6730	686.91
MERITAS HEALTH CORP	INV0000754	05/08/2019	Preemployment Drug Screen	10-533-5440	34.00
MERITAS HEALTH CORP	INV0000756	05/08/2019	Return to Work Exam	10-533-5440	75.00
UNISOURCE DOCUMENT PRO	2146373 - CH	05/10/2019	CH - MONTHLY COPIER CHAR	10-533-7003	299.33
JIM'S DISPOSAL SERVICE LLC	49675	05/13/2019	Solid waste service for reside	10-533-6750	20,163.99
MERITAS HEALTH CORP	INV0000759	05/14/2019	Preemployment Drug Screen	10-533-5440	34.00
SAM'S CLUB	5601	05/15/2019	wellness luncheon & 2nd qua	10-533-6328	190.24
Department 533 - INTERDEPARTMENTAL Total:					36,432.46

Department: 535 - GAMING

IDEAL PRODUCTS INC	0006289	05/08/2019	PACKBOT DOOR STOP	25-535-8750	500.00
IDEAL PRODUCTS INC	0006289	05/08/2019	PACKBOT WINDOW BREAKER	25-535-8750	800.00
IDEAL PRODUCTS INC	0006289	05/08/2019	PACKBOT DOOR KNOB TOOL	25-535-8750	250.00
OLSSON ASSOCIATES	323765	05/09/2019	ENCUMBER - BURLINGTON E	25-535-8770	33,099.43
COMMENCO INC	451222	05/10/2019	APX mobile Radio	25-535-8750	292.50
GOULD EVANS ASSOCIATES LL	21760219	05/14/2019	ZONING ORDINANCE UPDATE	25-535-6090	13,650.00
ENDEAVOR ROBOTICS INC	PS1001016	05/14/2019	PACKBOT ROBOR	25-535-8750	4,700.00
MIDLAND GIS SOLUTIONS LLC	10369	05/15/2019	GIS Updates Resolution No. 1	25-535-8760	24,600.00
MIDLAND GIS SOLUTIONS LLC	10406	05/15/2019	GIS Updates Resolution No. 1	25-535-8760	6,000.00
BRYAN CAVE LEIGHTON PAISN	10856194	05/15/2019	ARRA-COMPONENT DVLPR M	25-535-8700	9,182.25
BRYAN CAVE LEIGHTON PAISN	10856203	05/15/2019	ARRA-COMPONENT DVLPR M	25-535-8700	1,674.75
BRYAN CAVE LEIGHTON PAISN	10856207	05/15/2019	KC BEATON HOLDING COMPA	25-535-8700	3,272.50
BRYAN CAVE LEIGHTON PAISN	10856213	05/15/2019	ARRA -- GROCERY STORE	25-535-8700	442.75
BRYAN CAVE LEIGHTON PAISN	10856222	05/15/2019	ARRA -- MASTER DEVELOPME	25-535-8700	211.75
BRYAN CAVE LEIGHTON PAISN	10856225	05/15/2019	ARRA -- COMPONENT DEVELO	25-535-8700	100.62
BRYAN CAVE LEIGHTON PAISN	10856228	05/15/2019	ARRA -- COMPONENT DEVELO	25-535-8700	77.00
MCCLURE ENENGINEERING CO	123892	05/15/2019	PROFESSIONAL SERVICES THR	25-535-8730	465.50
COMMERCIAL LAWN CARE IN	1470	05/15/2019	mowing, mulching, trimming	25-535-8700	8,669.00
KC BLUEPRINT & PLAN ROOM	153057	05/15/2019	CH Restroom Renovation pos	25-535-8730	75.00
Environmental Works Inc	180972	05/15/2019	PHASE 1 SITE ASSESSMENT --	25-535-8700	1,000.00
Department 535 - GAMING Total:					109,063.05

Department: 536 - NORTHGATE

BRYAN CAVE LEIGHTON PAISN	10856229	05/15/2019	NORTHGATE REDEVELOPMEN	44-536-6090	8,046.50
Department 536 - NORTHGATE Total:					8,046.50

Department: 540 - PARKS & RECREATION

KCPL	05/10/2019	04/09/2019	04/09-05/09/2019 Services A	20-540-6710	433.74
KCPL	05-10-2019	04/09/2019	4/9-5/9/19 Services See attac	20-540-6710	2,729.71
KCPL	05/13/2019	04/10/2019	4/10-5/12/19 Services See att	20-540-6710	77.96
KCPL	05/14/2019	04/11/2019	4/11-5/13/19 Services See att	20-540-6710	212.79
AT&T	05/03/2019	05/03/2019	5/3-6/2/19 Services Acct #81	20-540-6730	69.28
GEORGE L ROATH III	1230	05/06/2019	6 Soccer Game Referees	20-540-7090	366.00
Tiffany Jean Barbee	5-6-19	05/06/2019	5/6/19 Entertainment for Ladi	20-540-6630	150.00
WINDSTREAM CORPORATION	71308670	05/08/2019	4/9-5/7/19 Services ACCT #54	20-540-6730	26.17
UNISOURCE DOCUMENT PRO	2146373 - PR	05/10/2019	PR - MONTHLY COPIER CHARG	20-540-7001	42.23
GEORGE L ROATH III	1236	05/13/2019	Referee for 6 soccer games	20-540-7090	410.00
COLEMAN EQUIPMENT INC	29899	05/14/2019	Repairs on Kubota	20-540-7190	1,473.93
SOUTHEASTERN SECURITY CO	143134	05/15/2019	Background Checks for Coach	20-540-7090	92.50
SOLI'S PRINTING INC	157702	05/15/2019	Softball Scorecards	20-540-7090	40.00
SOLI'S PRINTING INC	157822	05/15/2019	Posters for Movies in Park/Nig	20-540-6620	44.00
MCCONNELL & ASSOCIATES C	1904 000337	05/15/2019	Field Dry, 50 lb bags	20-540-7190	679.60
NATIONAL EXTERMINATING	1974650, 1973549	05/15/2019	Pest Control	20-540-7110	72.00
NATIONAL EXTERMINATING	1974650, 1973549	05/15/2019	Pest Control-Macken Park	20-540-7190	45.00
ICE MASTERS INC	2321521	05/15/2019	Monthly Fee for Ice Machine	20-540-7110	130.00
FRY & ASSOCIATES, INC	31013A	05/15/2019	(5) Park Benches for Waggin'	20-540-7190	2,055.00
Thomas A Przybylski	52119	05/15/2019	05/21/19 Entertainment for S	20-540-6630	150.00
IDENTITY MARKETING GROUP	718603	05/15/2019	Value Retractor Kit	20-540-6620	155.85

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SAM'S CLUB	8982	05/15/2019	Ladies Luncheon supplies	20-540-6630	84.66
CARRIER CORPORATION	B002683502	05/15/2019	HVAC repair at building	20-540-7110	345.00
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Building Cleaning Supplies	20-540-7110	479.94
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Building Cleaning Supplies	20-540-7110	42.99
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Building Cleaning Supplies	20-540-7110	48.38
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Building Cleaning Supplies	20-540-7110	15.96
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Building Cleaning Supplies	20-540-7110	46.63
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Credit for Jumbo Tissue	20-540-7190	-30.48
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Toilet Dispensers (20)	20-540-7190	2,729.80
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Parks Cleaning Supplies	20-540-7190	215.49
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Parks Cleaning Supplies	20-540-7190	45.98
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Parks Cleaning Supplies	20-540-7190	4.90
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Parks Cleaning Supplies	20-540-7190	37.13
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Parks Cleaning Supplies	20-540-7190	30.48
Office Essentials Inc	CIV0956150 + 12	05/15/2019	Parks Cleaning Supplies	20-540-7190	32.00
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	20-540-5210	25.00
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	20-540-5210	135.78
Department 540 - PARKS & RECREATION Total:					13,745.40
Department: 550 - LIBRARY					
KCPL	05-10-2019	04/09/2019	4/9-5/9/19 Services See attac	21-550-6710	6,385.03
OCLC ONLINE COMPUTER LIB	0000658239	05/07/2019	CATALOGING	21-550-7360	40.63
CENTER POINT INC	1688677	05/07/2019	BOOKS	21-550-7370	406.86
INGRAM LIBRARY SERVICES	39859091	05/07/2019	BOOKS	21-550-7370	189.90
INGRAM LIBRARY SERVICES	39960219	05/07/2019	BOOKS	21-550-7370	990.51
DE LAGE LANDEN FINANCIAL	63406720	05/07/2019	MAINT AGREEMENT	21-550-6110	97.00
RECORDED BOOKS LLC	76222638	05/07/2019	AUDIOVISUAL	21-550-7340	157.30
SHRED-IT US JV LLC	8127078363	05/07/2019	SERVICES	21-550-6355	111.75
NORTH KC SECURITY PATROL	94717	05/07/2019	MAINT AGREEMENT	21-550-6110	30.00
MIDWEST TAPE LLC	97306949	05/07/2019	AUDIOVISUAL	21-550-7340	38.98
MIDWEST TAPE LLC	97308801	05/07/2019	AUDIOVISUAL	21-550-7340	39.73
COPY CARD CONTROL SYSTE	116825	05/14/2019	MAINT AGREEMENT	21-550-6110	7.93
COPY CARD CONTROL SYSTE	116897	05/14/2019	MAINT AGREEMENT	21-550-6110	38.50
JANWAY COMPANY USA INC	132233	05/14/2019	ADULT PROGRAM	21-550-7325	350.00
KERRI L NOBREGA	1704748	05/14/2019	CHILDRENS PROGRAM	21-550-7320	1,572.30
SCHOLASTIC INC	19281982	05/14/2019	BOOKS	21-550-7370	574.01
SUMNERONE INC	2154601	05/14/2019	MAINT AGREEMENT	21-550-6110	29.95
INGRAM LIBRARY SERVICES	40002642	05/14/2019	BOOKS	21-550-7370	609.69
UNIQUE MANAGEMENT SERV	552277	05/14/2019	SERVICES	21-550-6355	62.65
NEXTPAGE INC	591869	05/14/2019	ADULT PROGRAM	21-550-7320	350.00
NEXTPAGE INC	591870	05/14/2019	ADVERTISING	21-550-6347	1,750.00
NEXTPAGE INC	591871	05/14/2019	ADULT PROGRAM	21-550-7320	345.00
HI-GENE'S JANITORIAL SVC IN	60783	05/14/2019	CUSTODIAL	21-550-6330	1,335.00
HI-GENE'S JANITORIAL SVC IN	60783-1	05/14/2019	CUSTODIAL	21-550-7110	421.50
RECORDED BOOKS LLC	76224298	05/14/2019	AUDIOVISUAL	21-550-7340	26.62
RECORDED BOOKS LLC	76224532	05/14/2019	AUDIOVISUAL	21-550-7340	39.99
RECORDED BOOKS LLC	76225499	05/14/2019	AUDIOVISUAL	21-550-7340	64.98
RECORDED BOOKS LLC	76225500	05/14/2019	AUDIOVISUAL	21-550-7340	232.29
RECORDED BOOKS LLC	76225501	05/14/2019	AUDIOVISUAL	21-550-7340	56.90
MIDWEST TAPE LLC	97345972	05/14/2019	AUDIOVISUAL	21-550-7340	44.98
MIDWEST TAPE LLC	97345973	05/14/2019	AUDIOVISUAL	21-550-7340	22.49
BRIAN C PFISTER	B05072019	05/14/2019	SERVICES	21-550-6355	96.00
KIM BITNER DROTTZ	K05032019	05/14/2019	ADULT PROGRAM	21-550-7325	200.00
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	21-550-5210	42.84
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	21-550-5210	82.97
Department 550 - LIBRARY Total:					16,844.28
Department: 553 - RETIREE HEALTH INSURANCE					
BLUE CROSS BLUE SHIELD OF	INV0000762	05/14/2019	PCA INVOICE	53-553-5310	179.13
Department 553 - RETIREE HEALTH INSURANCE Total:					179.13

Expense Approval Report

Payment Dates: 05/08/2019 - 05/22/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 560 - WATER					
KCPL	05-10-2019	04/09/2019	4/9-5/9/19 Services See attac	60-560-6710	14,004.42
KCPL	05/14/2019	04/11/2019	4/11-5/13/19 Services See att	60-560-6710	771.29
KC WATER SERVICE DEPT	05/01/19 70327555	04/30/2019	03/30-04/30/19 Services Acct	60-560-6740	339.97
KC WATER SERVICE DEPT	05/01/19 72020422	04/30/2019	3/30-4/30/19 Services Acct #	60-560-6740	456.73
SIDENER ENVIRONMENTAL SV	521292	05/07/2019	calibration kit	60-560-7060	309.40
WINDSTREAM CORPORATION	71308670	05/08/2019	4/9-5/7/19 Services ACCT #54	60-560-6730	52.34
BLUE CROSS BLUE SHIELD OF	INV0000755	05/08/2019	PCA INVOICE	60-560-5310	160.34
UNISOURCE DOCUMENT PRO	2146373 - WP	05/10/2019	PW - MONTHLY COPIER CHAR	60-560-6120	44.85
BLUE CROSS BLUE SHIELD OF	INV0000762	05/14/2019	PCA INVOICE	60-560-5310	318.44
BURNS & MCDONNELL ENGR	101403-16	05/15/2019	WATER PLANT REPAIRS	60-560-8730	113,294.23
MIDLAND GIS SOLUTIONS LLC	10406	05/15/2019	3" orthophotography/planime	60-560-8760	12,000.00
RAILROAD MANAGEMENT CO	394881	05/15/2019	railroad agreement license fe	60-560-6110	514.54
HAWKINS INC	4491307	05/15/2019	CL2 for water plant	60-560-7005	1,152.00
PRAXAIR DISTRIBUTORS INC	89173522	05/15/2019	CO 2 for water plant	60-560-7005	3,163.00
WIEDENMANN INC	WI #623	05/16/2019	1340 Vernon Water main repa	60-560-8770	8,943.76
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	60-560-5210	422.19
Department 560 - WATER Total:					155,947.50
Department: 570 - WATER POLLUTION CONTROL					
KCPL	05-10-2019	04/09/2019	4/9-5/9/19 Services See attac	61-570-6710	7,400.02
KCPL	05/14/2019	04/11/2019	4/11-5/13/19 Services See att	61-570-6710	11,665.66
AT&T	05.03.2019	05/03/2019	05/03-06/02/19 Services Acct	61-570-6730	190.56
WINDSTREAM CORPORATION	71308670	05/08/2019	4/9-5/7/19 Services ACCT #54	61-570-6730	19.63
UNISOURCE DOCUMENT PRO	2146373 - WPC	05/10/2019	WPC - MONTHLY COPIER CHA	61-570-7001	18.84
MIDLAND SCIENTIFIC INC	5909268	05/13/2019	Turbidity meter for wpc	61-570-7210	951.62
KEYSTONE LABORATORIES INC	1C03453	05/15/2019	nkch routine labs analysis and	61-570-6430	105.00
KEYSTONE LABORATORIES INC	1C03613	05/15/2019	nkch routine labs analysis and	61-570-6430	345.00
MUSSELMAN & HALL CONTRA	31110	05/15/2019	2015 Macon sinkhole repair	61-570-8770	35,678.07
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	61-570-5210	158.59
Department 570 - WATER POLLUTION CONTROL Total:					56,532.99
Department: 580 - TRANSPORTATION					
KCPL	05/07/2019	04/04/2019	04/04-05/06/19 Services Acct	22-580-6710	37.31
KCPL	05/08/2019	04/07/2019	04/07-05/07/2019 Services A	22-580-6710	36.62
KCPL	05-10-2019	04/09/2019	4/9-5/9/19 Services See attac	22-580-6710	1,270.50
KCPL	05/14/2019	04/11/2019	4/11-5/13/19 Services See att	22-580-6710	95.38
KCPL	05/01/2019	04/30/2019	03/31-04/30/19 Services #03	22-580-6711	28,344.46
KCPL	05/01/2019	04/30/2019	03/31-04/30/19 Services #67	22-580-6712	5,371.83
WINDSTREAM CORPORATION	71308670	05/08/2019	4/9-5/7/19 Services ACCT #54	22-580-6730	26.17
JIM'S DISPOSAL SERVICE LLC	49675	05/13/2019	MS roll offs	22-580-6750	305.14
CUSTOM TREE CARE INC	17922	05/15/2019	Tree trimming and removals	22-580-7181	12,735.00
CUSTOM TREE CARE INC	17939	05/15/2019	tree trimming and removals	22-580-7181	8,120.00
MCCONNELL & ASSOCIATES C	1905-001809	05/15/2019	aquaphalt road repair supplie	22-580-7183	1,488.63
MUSSELMAN & HALL CONTRA	31109	05/15/2019	Gentry Park alley repairs	22-580-8770	20,832.00
MUSSELMAN & HALL CONTRA	31111	05/15/2019	Repairs to curbs, sidewalks, a	22-580-8770	1,847.87
MUSSELMAN & HALL CONTRA	31112	05/15/2019	Repairs to curbs, sidewalks, a	22-580-8770	119.50
CUSTOM LIGHTING SERVICES	76-991969	05/15/2019	street light wiring, undergrou	22-580-7184	3,629.24
CUSTOM LIGHTING SERVICES	76-991970	05/15/2019	street light wiring, undergrou	22-580-7184	1,553.49
CUSTOM LIGHTING SERVICES	76-991971	05/15/2019	street light wiring, undergrou	22-580-7184	174.96
CUSTOM LIGHTING SERVICES	76-991972	05/15/2019	armour rd & erie	22-580-7184	291.46
CUSTOM LIGHTING SERVICES	76-991973	05/15/2019	street light wiring, undergrou	22-580-7184	70.23
KC ATA	IT 5121	05/15/2019	BUS SERVICE \$34,587.00 PER	22-580-6300	36,316.00
VOYA 457	5-17-2019 PR	05/16/2019	VOYA 457	22-580-5210	57.91
ICMA - RC RETIREMENT COM	5-17-2019 PR	05/16/2019	DEFERRED COMP	22-580-5210	280.74
Department 580 - TRANSPORTATION Total:					123,004.44
Grand Total:					637,110.93

Report Summary

Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	133,922.85
20 - PARKS & RECREATION	15,276.42
21 - LIBRARY	17,092.82
22 - TRANSPORTATION	123,477.39
24 - CONVENTION & TOURISM	10,125.00
25 - GAMING	109,063.05
44 - NORTHGATE PROJECT	8,046.50
53 - HEALTH INSURANCE RESERVE	179.13
60 - WATER FUND	163,214.32
61 - WATER POLLUTION CONTROL	56,713.45
Grand Total:	637,110.93

Account Summary

Account Number	Account Name	Payment Amount
10-2101	MUNICIPAL COURT BON	2,843.50
10-2250	NATIONWIDE EE CONTRI	3,124.85
10-2251	FIRE & POLICE PENSION	7,108.22
10-2252	ICMA EE CONTRIBUTION	9,578.48
10-2253	ING EE CONTRIBUTION	2,227.63
10-2258	ING EE ROTH CONTRIBU	1,068.00
10-2259	ICMA EE ROTH CONTRIB	975.70
10-2266	DEPENDENT CARE	499.98
10-2267	MEDICAL REIMBURSEM	882.36
10-2410	CRIME VICTIMS COMP P	1,544.34
10-2412	SHERRIFF'S & INMATE'S	838.37
10-2415	SAFEHAVEN COURT FEES	846.00
10-2418	POST OFFICER TRAINING	214.55
10-2427	BUSINESS LICENSE REFU	13,571.35
10-2430	CLEARING	1,518.06
10-4620	AMBULANCE SERVICE BI	188.67
10-4710	MUNICIPAL COURT FINE	31.50
10-505-5210	CITY PAID DEFERRED CO	822.73
10-505-6030	OTHER LEGAL COSTS	1,054.16
10-505-6220	DUES & MEMBERSHIPS	375.00
10-505-7001	OFFICE SUPPLIES	616.35
10-506-6110	MAINTENANCE AGREEM	1.47
10-506-7001	OFFICE SUPPLIES	39.58
10-507-6090	OTHER PROFESSIONAL S	500.50
10-510-5210	CITY PAID DEFERRED CO	3,207.63
10-510-5220	PENSION EXPENSE	9,367.19
10-510-5310	HEALTH, DENTAL & LIFE I	236.48
10-510-5426	TRAINING/TRAVEL APPO	130.00
10-510-5440	PHYSICALS & DRUG TEST	973.00
10-510-7001	OFFICE SUPPLIES	191.01
10-510-7011	FIRST AID SUPPLIES	242.53
10-510-7014	QUARTERS MAINTENAN	1,024.54
10-510-7050	UNIFORMS	1,644.63
10-510-7140	VEHICLE MAINTENANCE	2,580.00
10-510-8750	EQUIPMENT	3,699.00
10-515-5210	CITY PAID DEFERRED CO	2,773.86
10-515-5220	PENSION EXPENSE	6,447.15
10-515-5310	HEALTH, DENTAL & LIFE I	1,599.96
10-515-5426	TRAINING/TRAVEL APPO	303.24
10-515-6060	COMPUTER OPERATION	172.00
10-515-6110	MAINTENANCE AGREEM	153.36
10-515-6395	OTHER SERVICES	63.00
10-515-7001	OFFICE SUPPLIES	27.00

Account Summary

Account Number	Account Name	Payment Amount
10-515-7018	INVESTIGATIVE OPERATI	435.00
10-515-7020	DETENTION SUPPLIES	3,091.00
10-515-7022	RANGE SUPPLIES	55.00
10-515-7026	ANIMAL CONTROL EXPE	1,173.00
10-515-7140	VEHICLE MAINTENANCE	1,081.56
10-521-5210	CITY PAID DEFERRED CO	204.91
10-521-6057	RECYCLING SERVICES	241.15
10-521-6090	OTHER PROFESSIONAL S	255.00
10-521-6330	CUSTODIAL SERVICES	1,760.00
10-521-7001	OFFICE SUPPLIES	32.13
10-521-7006	CUSTODIAL SUPPLIES	225.10
10-521-7110	BUILDING MAINTENANC	1,516.28
10-525-5210	CITY PAID DEFERRED CO	250.59
10-525-5310	HEALTH, DENTAL & LIFE I	2.85
10-525-7001	OFFICE SUPPLIES	30.96
10-525-7120	EQUIPMENT MAINTENA	79.95
10-526-5210	CITY PAID DEFERRED CO	368.97
10-526-6735	PAGERS & CELL PHONES	99.98
10-526-7001	OFFICE SUPPLIES	409.03
10-526-7140	VEHICLE MAINTENANCE	871.00
10-533-5440	PHYSICALS & DRUG TEST	143.00
10-533-6115	SOFTWARE MAINT & SE	2,199.60
10-533-6328	EMPLOYEE WELLNESS P	190.24
10-533-6710	ELECTRICITY	12,749.39
10-533-6730	TELEPHONE	686.91
10-533-6750	TRASH COLLECTION	20,163.99
10-533-7003	COPY MACHINE SUPPLIE	299.33
20-2252	ICMA EE CONTRIBUTION	261.02
20-2253	ING EE CONTRIBUTION	25.00
20-2267	MEDICAL REIMBURSEM	95.00
20-4660	SPACE RENTALS	500.00
20-4661	FACILITY USE FEES	650.00
20-540-5210	CITY PAID DEFERRED CO	160.78
20-540-6620	SPECIAL PARK EVENTS	199.85
20-540-6630	SENIOR TRIPS	384.66
20-540-6710	ELECTRICITY	3,454.20
20-540-6730	TELEPHONE	95.45
20-540-7001	OFFICE SUPPLIES	42.23
20-540-7090	OTHER SUPPLIES	908.50
20-540-7110	BUILDING MAINTENANC	1,180.90
20-540-7190	OTHER MAINTENANCE	7,318.83
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
21-550-6110	MAINTENANCE AGREEM	203.38
21-550-6330	CUSTODIAL SERVICES	1,335.00
21-550-6347	ADVERTISING - NOT EM	1,750.00
21-550-6355	OTHER SERVICES	270.40
21-550-6710	ELECTRICITY	6,385.03
21-550-7110	BUILDING MAINTENANC	421.50
21-550-7320	CHILDREN'S PROGRAMS	2,267.30
21-550-7325	ADULT PROGRAMMING	550.00
21-550-7340	AUDIOVISUAL	724.26
21-550-7360	CATALOGING & PROCESS	40.63
21-550-7370	BOOKS	2,770.97
22-2252	ICMA EE CONTRIBUTION	299.58
22-2253	ING EE CONTRIBUTION	96.52

Account Summary

Account Number	Account Name	Payment Amount
22-2259	ICMA EE ROTH CONTRIB	38.39
22-2267	MEDICAL REIMBURSEM	38.46
22-580-5210	CITY PAID DEFERRED CO	338.65
22-580-6300	KCATA BUS SERVICES	36,316.00
22-580-6710	ELECTRICITY	1,439.81
22-580-6711	STREET LIGHTS	28,344.46
22-580-6712	LEASED TRAFFIC SIGNAL	5,371.83
22-580-6730	TELEPHONE	26.17
22-580-6750	LANDFILL FEES	305.14
22-580-7181	TREE MAINTENANCE	20,855.00
22-580-7183	STREET REPAIR MATERIA	1,488.63
22-580-7184	TRAFFIC SIGNAL/STREET	5,719.38
22-580-8770	INFRASTRUCTURE	22,799.37
24-524-8770	INFRASTRUCTURE	10,125.00
25-535-6090	OTHER PROFESSIONAL S	13,650.00
25-535-8700	LAND ACQUISITION	24,630.62
25-535-8730	BUILDING IMPROVEME	540.50
25-535-8750	EQUIPMENT	6,542.50
25-535-8760	INFORMATION TECHNOL	30,600.00
25-535-8770	INFRASTRUCTURE	33,099.43
44-536-6090	OTHER PROFESSIONAL S	8,046.50
53-553-5310	HEALTH, DENTAL & LIFE I	179.13
60-2050	SALES TAX PAYABLE	6,573.97
60-2252	ICMA EE MATCH	542.85
60-2267	MEDICAL REIMBURSEM	150.00
60-560-5210	CITY PAID DEFERRED CO	422.19
60-560-5310	HEALTH, DENTAL & LIFE I	478.78
60-560-6110	MAINTENANCE AGREEM	514.54
60-560-6120	EQUIPMENT RENTAL	44.85
60-560-6710	ELECTRICITY	14,775.71
60-560-6730	TELEPHONE	52.34
60-560-6740	NKC UTILITY FEES	796.70
60-560-7005	CHEMICALS	4,315.00
60-560-7060	LABORATORY SUPPLIES	309.40
60-560-8730	BUILDING IMPROVEME	113,294.23
60-560-8760	INFORMATION TECHNOL	12,000.00
60-560-8770	INFRASTRUCTURE	8,943.76
61-2252	ICMA EE CONTRIBUTION	180.46
61-570-5210	CITY PAID DEFERRED CO	158.59
61-570-6430	LABORATORY FEES	450.00
61-570-6710	ELECTRICITY	19,065.68
61-570-6730	TELEPHONE	210.19
61-570-7001	OFFICE SUPPLIES	18.84
61-570-7210	MINOR EQUIPMENT	951.62
61-570-8770	INFRASTRUCTURE	35,678.07
	Grand Total:	637,110.93

Project Account Summary

Project Account Key	Payment Amount
None	335,158.45
1901	1,967.37
2161	3,699.00
2252	292.50
2301	540.50
2381	30,600.00
2551	113,294.23
5841	3,675.00
5891	8,943.76

Project Account Summary

Project Account Key	Payment Amount
5941	35,678.07
6001	33,099.43
7651	24,630.62
9371	6,250.00
9491	20,832.00
9511	6,450.00
9561	12,000.00
Grand Total:	637,110.93

Upcoming City Items of Note

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

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. -10p.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 15, 2019 10a.m.-10p.m.	Arts in the Park Fine Arts Fair, Macken Park
June 19, 2019, 5:30 – 7:00 pm	Bicycle Master Plan Community Workshop, Parks & Rec Center
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
August 9, 2019, 7:00 p.m.	Friday Night Concert, Revelation, Macken Park
August 10, 2019, 6:00 p.m.	Back to School Bash, Macken Park
August 10, 2019, Dusk	Movie in the Park, Macken Park
September 7, 2019, 9:30 – 11:30 am	Bicycle Master Plan Open House, Parks & Rec Center
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 21, 2019, 7:00 p.m.	Fire Dept. Recognition Ceremony, Fire Station #1
November 22, 2019, 10:00 a.m.	Mistletoe Market – Parks and Recreation Center
November 22, 2019, 6:00 p.m.	Mayor's Tree Lighting, City Hall
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

**Minutes of the North Kansas City, Missouri City Regular Council Meeting of
May 21, 2019**

The City Council met in regular session on Tuesday, May 21, 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
Jesse Smith
Valerie Pearman
Zachary Clevenger
Rick Stewart
Fred Steffen
Tom Farr

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

Sijia Chen thanked the Council for approving her contract for the public art piece to be placed at Richard's Park. She stated she would be visiting with residents and businesses to gather information to aid her in producing a one of a kind piece for North Kansas City.

Consent agenda included the following items:

Approval of the Work Session Minutes from May 7, 2019

Opening

Comments from the
Public

Consent Agenda

Approval of the Regular Council Meeting Minutes from May 7, 2019

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

Consideration of an Ordinance Adopting and Approving a Contract By and Between the City of North Kansas City, Missouri, and the Kansas City Area Transportation Authority for Public Transportation Services Within the City of North Kansas City, Missouri {Bill No. 7403 (Ordinance No. 9200)}. City Administrator Eric Berlin asked Assistant City Administrator Kim Nakahodo to present this item to Council. Ms. Nakahodo stated that before the Council is a 6-month renewal of the contract between the KCATA and the City for bus service (fixed-route through the city and MetroFlex service [point-to-point]) within North Kansas City). The City and KCATA typically enter into 12-month contracts. Earlier this year, however, KCATA asked the City to enter into a 6-month contract as they conducted a Mobility & Transit Study to analyze different transit options that better serve their passengers and allow them to become more efficient. In its memo, staff outlines the terms of the proposed six-month renewal. Staff recommends approval of the service contract for the period July 1-December 31, 2019. Mr. Donald Bowlin from the KCATA was present to answer Council questions. Discussion ensued. C. Farr moved that Bill No. 7403 be placed on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7403 was read. C. Farr moved that Bill No. 7403 be placed on second and final reading and passed as Ordinance No. 9200, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7403 was read. Thereupon, Mayor Stielow declared the motion carried and the Bill duly passed.

Ordinance No. 9200 --
Six Month Renewal of
Service Contract with
Kansas Area Transit
Authority (KCATA)

Presentation to Council from McClure Engineering Regarding Proposed Armour/Walker Intersection Improvements. City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that on December 4, 2018, the City Council approved a Task Order with McClure Engineering to

McClure Engineering
Presentation –
Armour/Walker
Intersection
Improvements

complete a traffic study of the intersection of Armour Road and Walker Road. Currently, eastbound traffic turning left onto Walker Road can stack up significantly beyond the left turn lanes and into the through travel lanes at peak times, and southbound traffic on Walker Road occasionally stacks past the intersection with Clay Edwards Drive. The completed traffic study recommends that the City make improvements to the intersection to extend the eastbound Armour left turn lanes onto Walker Road, reconfigure the southbound Walker lanes, and make changes to the median islands and signal timings to improve operation of the traffic signal. Jay Buress and Ryan Davis with McClure Engineering were present and reviewed the findings of the traffic study with the City Council. The consensus of the Council was to have staff bring forward for formal Council consideration a contract with McClure Engineering to begin the design process for these improvements.

C. Farr moved that Item No. 9189 be removed from the table, seconded by C. Smith. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried.

Item No. 9189 --
Tabled

Consideration of an Ordinance Repealing Ordinance No. 8704 Pertaining to the Missouri Clean Energy District and Property Assessed Clean Energy Program {Bill No. 7392 (Ordinance No. 9189)}. City Administrator Berlin stated that in 2013, the City joined the Missouri Clean Energy District, which operates a Property Assessed Clean Energy (PACE) program to allow homeowners and businesses to access financing for energy efficiency and renewable energy property improvements. In exchange for financing, parties participating in the program agree to pay annual special property assessments pursuant to the assessment contracts. These assessments are collected by the county collector in the same manner and with the same priority as ad valorem real property taxes. On December 3, 2018, the City received a letter signed by the Clay County Collector and Assessor, in which they advised that if the City did not rescind its ordinance participating in the MCED, the County would decline to renew its contract with the City for tax collection. Accordingly, staff recommends passage of an ordinance rescinding the City's original 2013 ordinance joining the MCED. Mr. Berlin noted that this item was first discussed on April 16, 2019, at which time it was tabled, and again on May 7, 2019, when the Clay County Collector was present and discussed this matter with the Council, at which time staff was directed to bring it back to the Council for formal consideration. Discussion ensued. C. Farr moved that Bill No. 7392 be placed on first reading, seconded by C. Clevenger. The

Ordinance No. 9189 –
Withdrawal from
Missouri Clean Energy
District (PACE
Program)

roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7392 was read. C. Farr moved that Bill No. 7392 be placed on second and final reading and passed as Ordinance No. 9189, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. DeLong, no – C Pearce, yes – C. Smith, yes – C. Pearman, no – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. 6-2 Motion carried. Bill No. 7392 was read. Thereupon, Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9189, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of a Resolution Approving a Professional Services Agreement and Task Order No. 1 with Confluence Company, Inc., for Certain Professional Landscape Architecture, Engineering and Related Services Related to the Downtown Streetscape Project (Resolution No. 19-027). City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that in 2015, the City Council discussed the possibility of refreshing the downtown streetscape and reviewed a conceptual plan for a streetscape update and tree species diversification. The FY 2019 Budget includes \$567,000 for the first phase of a proposed multi-year, multimillion-dollar project to accomplish this project. In its memo, staff reviews the procurement process to identify the best qualified firm to begin the first phase and recommends Confluence as the best qualified to conduct this work. The scope of work includes design of new streetscape components, 3-D modeling, utility coordination, material selection, technical specifications, community outreach and communications, plan production, construction cost estimates, and assistance with the selection of a contractor. Future assistance with construction-related services would be covered under a separate, future task order. Staff recommends approval of the design contract. Terry Berkbuegler from Confluence was present to answer Council's questions. Discussion ensued. C. Farr moved to approve Resolution No. 19-027 as presented, seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried.

Resolution No. 19-027
– Professional Services
Agreement for
Downtown Streetscape
Update

Consideration of a Resolution Approving a Terms and Conditions of Purchase for Firefighter Turnout Gear (Resolution No. 19-026). City Administrator Berlin asked Fire Chief Dave Hargis to present this item to Council. Chief Hargis stated that Firefighter Personal Protective

Resolution No. 19-026
– Contract Award –
Fire Department

Equipment (PPE), commonly known as bunker gear, should be replaced every seven (7) years according to NFPA standards. Firefighters wear this gear to all fire, rescue and training situations they encounter. In his memo, the Fire Chief reviews the procurement of bunker gear for a new cycle and recommends the proposal made by Municipal Emergency Services. Staff recommends the City Council award a three-year contract agreement with Municipal Emergency Services, Inc. to supply bunker gear. Discussion ensued. C. Farr moved to approve Resolution No. 19-026 as presented, seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried.

Personal Protective
Equipment

Consideration of an Ordinance Amending Title 4, "Alcoholic Beverages," of the Code of the City of North Kansas City, Missouri, By Amending Paragraph A of Section 4.12.380 Thereof {Bill No. 7401 (Ordinance No. 9198)}. City Administrator Berlin asked Police Chief Steve Beamer to present this item to Council. Chief Beamer stated as discussed at the April 16th meeting of the City Council, staff has learned that one of the establishments that are licensed to sell liquor by-the-drink until 3:00 a.m. has closed permanently. The consensus of the Council was to reduce the number of authorized 3:00 a.m. licenses from the current six down to five. An ordinance has been prepared accordingly. Staff recommends approval of the ordinance. Discussion ensued. C. Farr moved that Bill No. 7401 be placed on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7401 was read. C. Farr moved that Bill No. 7401 be placed on second and final reading and passed as Ordinance No. 9198, seconded by C. Stewart. The roll was called, and the vote was as follows: C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7401 was read. Thereupon, Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9198, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9198 –
Amendment to the
Liquor Code – 3:00
a.m. Closings

Consideration of an Ordinance Adopting and Approving a Mutual Aid Agreement By and Among the City of North Kansas City, Missouri; the Platte County Sheriff; and Platte County, Missouri, for the Use of Police Officers, Under Certain Situations, to Perform Law Enforcement Duties Outside the Territorial Limits of the City; and Authorizing and Directing the Mayor and City Clerk to Execute Said Agreement on Behalf of the

Ordinance No. 9201 –
Mutual Aid Agreement
with Platte County
Sheriff's Department

City {Bill No. 7404 (Ordinance No. 9201)}. City Administrator Berlin asked Police Chief Beamer to present this item to Council. Chief Beamer stated that the North Kansas City Police Department has mutual aid agreements with a number of law enforcement agencies in the area. These agreements, which are authorized by the State of Missouri, allow officers from one jurisdiction to respond to another jurisdiction in times of emergencies, or during other times when additional help is needed. These agreements provide legal protection for the officers that are taking enforcement actions outside of their own jurisdictions. Staff recently recognized that we do not have a mutual aid agreement in place with the Platte County Sheriff's Department. Since there are occasions where our agencies might interact during a critical incident, it is appropriate to enact a mutual aid agreement with them. The Platte County Sheriff, Mark Owen, is interested and willing to enter into this agreement. Staff recommends approval of the agreement. Discussion ensued. C. Farr moved that Bill No. 7404 be placed on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7404 was read. C. Farr moved that Bill No. 7404 be placed on second and final reading and passed as Ordinance No. 9201, seconded by C. Pearman. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7404 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9201, 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 May 17, 2019 {Bill No. 7405 (Ordinance No. 9202)}. C. Farr moved that Bill No. 7405 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7405 was read. C. Farr moved that Bill No. 7405 be placed on second and final reading and passed as Ordinance No. 9202, seconded by C. Stewart. The roll was called, and the vote was as follows: C. DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried. Bill No. 7405 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9202, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9202 –
Approving Accounts
Due and Payable by
the City Through May
17, 2019

Fire Chief Dave Hargis stated that the City had received a letter stating North Kansas City has an Insurance Service Classification Rating (ISO rating) of 1. North Kansas City is one of six cities in Missouri to attain this 1 rating. The rating will go into effect on September 1, 2019.

Staff Comments

Community Development Director Sara Copeland stated that she had been in contact with Star Signs regarding the lighting of the North Kansas City Archway. She stated that Star Signs could install a mock up of lighting for the Council to see, at a cost of \$1,180. If consensus is to install this lighting, the cost of that would be approximately \$3,000.00. Council requested that staff forward pictures to them of the Archway at night and allow councilmembers time to see the Archway themselves before making a decision.

C. DeLong thanked Chief Hargis for his work for the ISO 1 rating. He congratulated the North Kansas City High School Robotics team for taking First Place at the Missouri state robotics championships in St. Louis.

Councilmembers'
Comments

C. Pearce thanked the Public Works staff for picking up the downed tree limbs from the recent storms. She stated they were picked up before 5:30 a.m. to next day.

C. Smith stated he had recently read the North Kansas City Police Department Annual Report and encouraged others to read it also. He stated there would be a community meeting at 8:30 a.m. on Thursday, May 23rd at iWerx to discuss the future of North Kansas City.

C. Pearman congratulated Chief Hargis on the ISO rating of 1. She stated she found the recent tour of the Water Plant very interesting. C. Pearman requested that Public Works continue to work on the potholes in her ward. She congratulated Sijia Chen on her contract with the City to complete a public art sculpture in Richards Park.

C. Clevenger welcomed Ms. Chen to North Kansas City. He congratulated Chief Hargis on the ISO rating of 1. He encouraged all councilmembers to drive by the Archway sign at night to look at the lighting.

C. Stewart also congratulated Chief Hargis on the ISO rating of 1. He questioned if a solution had been found to the issue that had been brought to his attention regarding the KCATA metroflex bus dropping

people off at the hospital. Mr. Bolin stated that Ms. Nakahodo had provided him information about a possible solution, that he would be working with the Hospital on the issue. C. Stewart congratulated Peggy Schmidt on her recently announced retirement from the hospital and stated she will be greatly missed.

C. Steffen also congratulated everyone on the ISO rating of 1. He stated Peggy Schmidt had worked at the hospital around 25 years and had done an excellent job. C. Steffen stated last weekend was supposed to be the Citywide Garage Sales; however, they were rained out. The Citywide Garage Sales will be held this weekend due to the weather. He wished everyone a safe and happy Memorial Day.

C. Farr wished everyone an enjoyable Memorial Day.

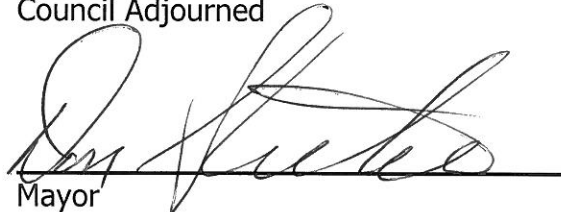
Mayor Don Stielow stated that the hospital had received a nice award recently and now the Fire Department has received the ISO rating of 1. Keep up the good work.

Mayor's Comments

C. Pearman moved to adjourn at 7:30 p.m., seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Steffen, yes – C. Farr, yes. Motion carried.


Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 4th day of June 2019