






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

**November 19, 2019  
7:00 p.m.**

- 1. Call to order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**
- 5. 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.

- 6. Approval of Work Session Minutes from November 5, 2019** 
- 7. Approval of Regular Council Meeting Minutes from November 5, 2019** 
- 8. Appointment of Jim Dunn to City Planning Commission** 
- 9. Re-appointment of Steven Hoover to Board of Zoning Adjustment** 
- 10. Resolution of Appreciation – Laura Machala – City Planning Commission** 

## Regular Items

**11. Designation of Project Area 10 of Armour Road Redevelopment Area Tax Increment Financing Plan – Burger King {Bill No. 7462 (Ordinance No. 9259)}** 

On October 3, 2017, the City Council adopted Ordinance No. 9030 that approved the Tax Increment Financing (TIF) Plan for the development now known as “One North”. The TIF Plan contains fourteen (14) separate redevelopment project areas. This action is to authorize, approve, designate and activate Redevelopment Project Area 10 of the TIF Plan as a redevelopment project. This is the site of the new Burger King restaurant that is nearing completion. The City Council must adopt TIF and approve or “activate” each project before it may become an actual TIF Redevelopment Project. Staff recommends approval.

**12. Emergency Snow Route on Armour Road {Bill No. 7467 (Ordinance No. 9264)}** 

At the City Council meeting of November 5, 2019, Council instructed staff to bring forward for consideration an ordinance establishing an emergency snow route on Armour Road. The re-design of Armour Road between Linn Street and Fayette Street included on-street parking places that are not on the curb. While this is not an issue during normal weather conditions, it can be an issue when snow clearance is required.

**13. Closing of Gaming Fund Reserve (Resolution No. 19-077)** 

In FY 2004, the City Council approved establishing an “Extraordinary Maintenance” reserve in the Gaming Fund. As explained in the staff memo, this has become a relic that staff recommends closing. A resolution has been prepared accordingly.

**14. Communities for All Ages Silver Designation (Resolution No. 19-079)** 

On February 5, 2019, the City Council approved a resolution to approve a technical services agreement with the Mid-America Regional Council and Clay County Senior Services to assist the City in becoming a Silver Level KC Communities For All Ages. The Silver Level of the KC Communities For All Ages program is the most comprehensive phase, requiring an audit of city policies and actions through six different workbooks. On October 3, 2019, the Planning Commission issued the

draft NKC Communities for All Ages Silver Level Executive Summary and Workbook and recommended that the audit findings be presented to the City Council. At its work session of November 5, 2019, the City Council considered the draft executive summary and workbook. The City Council instructed staff to present a final draft for approval at this meeting, with additions discussed at the work session. A resolution adopting the Silver Level Executive Summary has been prepared for Council approval.

**15. Budget Amendment – Downtown Streetscape Project (Resolution No. 19-078)** 

At its meeting of November 5, 2019, the City Council instructed staff to bring before it for formal consideration a budget amendment resolution to condense the time period for the Downtown Streetscape project from its currently planned four years to one year. As discussed in its memo, staff recommends this measure as it saves costs over the long run and has other benefits.

**16. Final Plat of Armour Road Redevelopment, Fifth Plat {Bill No. 7465 (Ordinance No. 9262)}** 

Before the council for approval is a plat concerning approximately 0.88 acres located at 1911 Armour Road. The property is currently unplatted and the location of the existing Burger King. The City of North Kansas City acquired this property through a settlement agreement with the previous owner as part of its larger redevelopment project in this area. Once the new Burger King store is completed on the east side of Vernon Street, the existing business will relocate, and the City will demolish the existing building. This lot will be redeveloped as part of the One North development area. The proposed final plat dedicates a water line easement for the extension of a water line on the north side of the property. Staff recommends approval.

**17. Seventh Amendment - Employment Agreement with Patrick Hawver {Bill No. 7463 (Ordinance No. 9260)}** 

Public Works Director Patrick Hawver has an employment agreement with the City. In his memo, the City Administrator recommends Mr. Hawver's employment agreement be amended to provide him a raise in salary that is commensurate with his performance appraisal, his position in the pay quartile for his position, and the budgeted increase in the FY 2019 City budget for all City employees. An ordinance has been prepared accordingly.

**18. Sixth Amendment – Employment Agreement with Eric Berlin {Bill No. 7464 (Ordinance No. 9261)}**



The City Council has completed the performance appraisal of City Administrator Eric Berlin for the period of June 17, 2018 – June 16, 2019. A sixth amendment to Mr. Berlin’s employment agreement with the City, as indicated by the Council in executive session, is presented for Council approval.

**19. Ordinance Calling for the April Election {Bill No. 7466 (Ordinance No. 9263)}**



Before each election, the City is required to pass an ordinance calling for that election. Attached is the ordinance calling for our General Election to be held on April 7, 2020. This year’s election will be for a Councilmember from each Ward. The filing for declaration of candidacy will be from 8:00 AM on December 17, 2019 and closes at 5:00 PM on January 21, 2020.

**20. Agreement – Processing of Business Licenses and Credit Cards (Resolution No. 19-080)**





Finance staff and EnerGov Software are in the process of converting the Business Licensing process from Incode to EnerGov. The EnerGov Business Licensing software will allow businesses to renew and pay for licenses on-line. The only credit card service compatible with the EnerGov software is Open Edge. To allow our customers the convenience of on-line renewal, it is necessary to enter into the attached agreement with Global payments, the provider of Open Edge on-line credit card services. Staff recommends approval.

**21. Approving Accounts Due and Payable by the City through November 15, 2019. {Bill No. 7468 (Ordinance No. 9265)}**



**22. Staff Comments**

- Upcoming City Items of Note 
- YMCA Monthly Financial Report – October 2019 

**23. Councilmember Comments**

**24. Mayor’s Comments**

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



**26. Consideration of a request to hold and recess into an executive session, as requested by the City Administrator, to be held on this date, on a personnel matter pursuant to Missouri Revised Statutes § 610.021 (3).**

**27. Adjournment**

Copies of ordinances referred to above are available for inspection prior to the meeting in the office of the City Clerk. Note: Meetings of the City Council are being broadcast live and recorded.

**Minutes of the North Kansas City, Missouri City Work Session Meeting of  
November 19, 2019**

The City Council met in an open work session on Tuesday, November 19, 2019, at City Hall, Council Chambers located at 2010 Howell Street in North Kansas City 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  
Fred Steffen  
Tom Farr

Staff Present: Eric Berlin, City Administrator  
Kim Nakahodo, Assistant City Administrator  
Sara Copeland, Community Development Director

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

Assistant City Administrator Kim Nakahodo gave a presentation regarding the Community For All Ages program. She provided an overview of the NKC Communities for all Ages Silver Level Executive Summary and Workbook. With this presentation, staff believes the City has met the requirements to receive the Silver Level designation of the KC Communities for All Ages program. A joint First Suburbs Coalition and KC Communities for All Ages Committee will review applications and certify those communities that meet the criteria. Official recognition announcements will be made in January 2020. City councilmembers provided input, which will be incorporated into the version put before the Council for formal approval at its next meeting.

Downtown  
Streetscape Project

There being no further business before the Council, the meeting adjourned at 6:50 PM.

Adjourn

Council Adjourned

\_\_\_\_\_  
Mayor

Attest:

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

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

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

The City Council met in regular session on Tuesday, November 5, 2019, in the North Kansas City Council Chambers at 7:00 p.m.

The following were present:

Mayor: Don Stielow  
Councilmembers: Bryant DeLong  
Rita Pearce  
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  
Kevin Freeman, Police Major  
Dave Hargis, Fire Chief  
Sara Copeland, Community Development Director  
Pat Hawver, Public Works Director  
Stephen Roberts, IT  
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.

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

There were no comments from the public.

Opening

Approval of the Agenda

Comments from the Public

Consent Agenda included the following items:

Approval of the Special Council Meeting Minutes from October 15, 2019

Approval of the Regular Council Meeting Minutes from October 15, 2019

Municipal Court Report – September 2019

Short-Term Conditional Use Permit – KC Showdown Car Show

Short-Term Conditional Use Permit – Mayor’s Tree Lighting

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

City Administrator Eric Berlin read the proclamation aloud proclaiming the day before Snake Saturday as “Green Friday.”

Caboose Renovation Updates. Mayor Stielow called on City Administrator Berlin to give a staff report. Mr. Berlin stated that on May 15, 2019, the City entered into an agreement with the North Kansas City Historical Society for preservation efforts for the railroad caboose located in Caboose Park. Their efforts involve replacement of windows, remodeling of steps and landing area, electrical compliance, construction of a wooden platform, and exterior painting, with any excess funds being used for interior improvements to the caboose. The Historical Society has until December 31, 2019 to complete its work on the caboose refurbishment. The Historical Society is required to provide receipts for any labor and material costs. Any funds left over on December 31, are to be returned to the City. Jim Spawn, President of the Historical Society, provided an update to the City Council on the progress of the project. He stated the stairs had been added, electricity is working, and the windows have been replaced. There is still more work to be completed. Mr. Spawn asked the City Council to extend the date for their completion from December 31, 2019 to December 31, 2020. Council consensus was to allow this extension. Staff will bring a resolution to the Council at a future meeting allowing for this extension.

Consent Agenda

Proclamation  
Proclaiming the Day  
Before Snake Saturday  
as Green Friday

Caboose Renovation  
Updates

Consideration of an Ordinance Adopting and Approving a Cooperative Agreement By and Between the School District of North Kansas City, Missouri No. 74 and the City of North Kansas City, Missouri for Certain Improvements to Macken Park Ballfield Diamond No. 1 {Bill No. 7455 (Ordinance No. 9252)}. City Administrator Berlin stated that at its work session of July 16, 2019, the City Council approved in principle an agreement with the North Kansas City School District to cooperate in improving Macken Park Ballfield Diamond #1 and directed staff to work with the School District to develop an agreement for formal Council approval. Now before the Council for formal approval is that agreement. The agreement calls for the City to contract for the design and construction of improvements, with the School District contributing half of the cost over a ten-year period. In its memo, staff summarizes the key elements of the agreement. The agreement was approved by North Kansas City School District Board of Education on Tuesday, October 22, 2019. Staff recommends approval of the agreement. Discussion ensued. C. Farr moved that Bill No. 7455 be placed on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7455 was read. C. Farr moved that Bill No. 7455 be placed on second and final reading and passed as Ordinance No. 9252, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7455 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9252, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Approving First Amendment/Addendum to Cooperative Agreement for Bicycle Sharing Program Between the City and Bike Share KC (Resolution No. 19-070). City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that on February 21, 2017, the City Council approved a Cooperative Agreement with Bike Share KC for the installation and operation of three bike share stations in North Kansas City. These stations are located at Armour & Iron, 18<sup>th</sup> & Swift, and 29<sup>th</sup> & Swift and allow people to rent bicycles for trips in North Kansas City or across the river to KCMO. The Cooperative Agreement between the City and Bike Share KC does not allow for deployment of e-bikes or scooters other than at the three specified

Ordinance 9252 –  
Cooperative Agreement  
– City and North  
Kansas City School  
District – Ballfield  
Diamond #1

Resolution No. 19-070  
– First Amendment to  
Bike Share Operating  
Agreement

stations. A first amendment to the agreement is proposed that provides for the deployment of e-bikes and scooters within NKC and allows these small vehicles to be docked or parked at a list of specified locations. Staff recommends approval. Mr. Eric Vaughn of Bike Share KC was available to answer questions. Discussion ensued. C. DeLong moved to approve Resolution No. 19-070, seconded by C. Smith. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Discussion Regarding Winter Averaging Option for Residential Sewer Bills. City Administrator Berlin stated that Councilmember Smith asked staff to look into offering the option of what is called “winter averaging” to City residential sewer customers. This method allows customers to avoid paying sewer charges on water used during the summer to water lawns, plantings, fill swimming pools, etc. These activities do not increase the flow of sewage pumped to Kansas City for processing since the water from these activities does not go into the sanitary sewer system. In its memo, staff explains how the winter averaging option would work. Staff seeks guidance from Council as to whether it wishes the City to establish a winter sewer averaging program. If Council wishes to proceed to institute the winter averaging option, staff will place a resolution on the next City Council agenda for formal enactment. Council consensus was to proceed with offering this program to residents.

Construction Phasing for Downtown Streetscape Update. City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that on September 24, the City Council held a Design Direction workshop with Confluence, the landscape architecture firm working with us on the downtown streetscape update project. Part of the discussion that evening concerned the phasing of the eventual construction for this project. The adopted City budget shows this project distributed over four years. There are benefits to condensing this project into fewer construction phases, perhaps as few as one. Feedback received during the workshop was evenly split, so staff is asking for further feedback specifically on the question of construction phasing to help guide next steps on this project. Staff recommends condensing the project into one phase. Discussion ensued. C. DeLong made a motion to reduce construction for Downtown Streetscape to one phase, seconded by C. Smith. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr,

Winter Averaging  
Option for Residential  
Sewer Bills

Construction Phasing  
for Downtown  
Streetscape Update

yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Discussion of Emergency Snow Route on Armour Road. City Administrator Berlin asked Police Major Kevin Freeman to present this item to Council. Major Freeman stated that at the City Council meeting of October 1, 2019, staff offered for consideration the idea of establishing an emergency snow route on Armour Road. The redesign of Armour Road between Linn Street and Fayette Street included on-street parking places that are not on the curb. While this is not an issue during normal weather conditions, there are some issues associated with snow that staff suggested be considered. Since the City Council had not had a meeting to discuss possible changes to the Armour Road Complete Street design, this item was removed from the October 1<sup>st</sup> agenda. On October 15, 2019, the City Council conducted a public meeting, at the conclusion of which it tabled further action on the project design until June 2, 2020. Councilmember Clevenger has suggested that given the Council's October 15<sup>th</sup> direction, the emergency snow route idea should now be considered. Staff seeks direction as to whether the Council would like to formally consider establishing an emergency snow route on Armour. Discussion ensued. Consensus of the Council was to move forward with this and for staff to bring an ordinance implementing this change at a future Council meeting.

Emergency Snow  
Route on Armour Road

Consideration of a Resolution Approving an Additional Contingency Amount for the Contract Services Agreement for Construction of a Parking Lot at 13<sup>th</sup> Avenue and Knox with Gunter Construction Company (Resolution No. 19-074). City Administrator Berlin stated that on September 17, 2019, the City Council approved a contract with Gunter Construction Company (Gunter) in the amount of \$290,500 for the construction of a parking lot, located at East 13<sup>th</sup> Avenue and Knox Street. In its memo, staff discusses issues discovered during construction that required drawing on the contingency amount established for the project. Staff recommends that the contingency amount be replenished in the amount of \$10,000 to allow any further change orders to proceed without delay after authorization by the mayor. Discussion ensued. C. Pearman moved to approve Resolution No. 19-074, seconded by C. Farr. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Resolution No. 19-074  
– Additional  
Contingency – Parking  
Lot at 13<sup>th</sup> and Knox

Consideration of a Resolution Authorizing the City to Enter Into a Contract with Northland Festivals for 2020 Snake Saturday Parade and Related Services (Resolution No. 19-071). City Administrator Berlin asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that each year the City enters into an agreement with Northland Festivals to put on the Snake Saturday parade and related activities on the Saturday before St. Patrick's Day in March. The agreement before Council is substantively the same as in previous years. Funds in the amount of \$44,000 are budgeted in the FY 2020 Convention & Tourism Fund budget for this expenditure. Mr. JD Green from Northland Festivals was present to answer any questions. Discussion ensued. C. DeLong moved to approve Resolution No. 19-071, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Consideration of a Resolution Approving a Contract with Industrial Salvage & Wrecking Co. Inc. for Demolition of Building and Associated Facilities at 1911 Armour Road. City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that the City has the obligation to demolish the existing Burger King building before the property is transferred to the master developer for redevelopment. In its memo, staff reviews the bidding for the demolition and recommends award of contract to Industrial Salvage & Wrecking. The contract specifies that demolition is to begin within five days of the issuance of a Notice to Proceed (NTP); City staff will issue the NTP when the last day of operations for the existing Burger King is known with certainty. The NTP will also be coordinated with the Fire Department to allow for training time inside the building. Discussion ensued. C. DeLong moved to approve Resolution No. 19-072, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Consideration of an Ordinance Adopting and Approving a License Agreement By and Between the City of North Kansas City, Missouri and QuikTrip Corporation Regarding the Installation and Use of Certain Groundwater Monitoring Wells in City Right-of-Way for Groundwater Sampling {Bill No. 7456 (Ordinance No. 9253)}. City Administrator Berlin asked Public Works Director Pat Hawver to present this item to Council. Mr. Hawver stated that on December 18, 2018, the City

Resolution No. 19-071  
– Agreement with  
Northland Festivals –  
Snake Saturday

Resolution No. 19-072  
– Burger King  
Demolition (1911  
Armour Road)

Ordinance No. 9253 –  
License Agreement –  
Installation of  
Monitoring Wells on  
City Rights-of-Way



Council approved a license agreement with QuikTrip Corporation to install three groundwater monitoring wells for groundwater sampling within the City's street right-of-way south and east of their former site at East 23rd and Burlington. That increased the number of monitoring wells within a two-block radius of the former QuikTrip site to twenty-four. The monitoring wells were installed to monitor the level of contaminants from an underground fuel storage tank that leaked years ago. Recently, the Missouri Department of Natural Resources requested QuikTrip to install two additional monitoring wells further to the south of the existing wells to determine how far the plume of fuel extends. The proposed new wells will be located on Buchanan Street and Clay Street, just south of East 21st Avenue. Staff recommends approval of the license agreement to allow for this to proceed. Discussion ensued. C. Farr moved that Bill No. 7456 be placed on first reading, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7456 was read. C. Farr moved that Bill No. 7456 be placed on second and final reading and passed as Ordinance No. 9253, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7456 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9253, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Approving an Agreement for Use of Subscription Material with Lexipol, LLC for the NKC Fire Department (Resolution No. 19-073). City Administrator Berlin asked Fire Chief Dave Hargis to present this to Council. Chief Hargis stated that he recommends that the City enter into an agreement with Lexipol to work with the Department to create easy-to-understand policies that reflect federal and state law and fire service best practices. Lexipol will provide recommended updates in response to legislation, case law and evolving best practices. Outsourcing this task will allow the department to use fewer resources on creating and maintaining policies and help reduce liability. Included in the subscription is daily scenario-based training to help firefighters learn and apply the department's policies. The Police Department has been using Lexipol for the past six years with positive results. Staff recommends approval. Discussion ensued. C. DeLong moved to approve Resolution No. 19-073, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr,

Resolution No. 19-073  
– Approval of  
Subscription  
Agreement with Lexipol

yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Consideration of an Ordinance Approving the Second Amendment to the North Kansas City Destination Developers Tax Increment Financing Plan; Making Findings with Respect Thereto; Authorizing Certain Actions by City Officials; and Containing a Severability Clause {Bill No. 7457 (Ordinance No. 9254)}. City Administrator Berlin stated that the Tax Increment Financing (TIF) Commission and the City Council have approved the North Kansas City Destination Developers TIF Plan governing tax increment financing to facilitate the development of the Armour Road Redevelopment Area (One North). At its meeting of October 16, 2019, the TIF Commission voted unanimously to recommend to the Council approval of a Second Amendment to the TIF Plan. Currently, Lot 9 of the original plan encompasses the medical office building that was constructed on the site and the Burger King that will soon be vacated to move to a new building a short distance away on the east. This amendment will split off the current Burger King lot and allow it to be redeveloped as a Starbucks location. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7457 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7457 was read. C. Farr moved that Bill No. 7457 be placed on second and final reading and passed as Ordinance No. 9254, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7457 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9254, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Adopting and Approving a License Agreement By and Between the City of North Kansas City, Missouri, and Regal Development Company Regarding Placement of City Equipment on Roof of Property Located at 111 East 10<sup>th</sup> Avenue Owned by Regal Development Company in the City of North Kansas City, Missouri {Bill No. 7461 (Ordinance No. 9258)}. City Administrator Berlin asked Major Freeman to present this item to Council. Major Freeman stated that The FY 2020 Budget includes funding for adding three new street cameras to the City's street camera network. The building at 111 E 10th Ave., owned by Regal Development Company, is one of the

Ordinance No. 9254 –  
One North TIF Plan  
Second Amendment –  
Creating Lot 9A (Split-  
off of Burger  
King/Starbucks Lot  
from Lot 9

Ordinance No. 9258 –  
License Agreement –  
Placement of Camera –  
111 E. 10<sup>th</sup> Avenue

locations proposed for a new camera location. The increased vehicle, pedestrian and bicycle traffic in the area will benefit from the perspective this camera location can cover. Prior to budget discussions, city staff contacted the staff of Regal Development to determine if the company would be interested in allowing a camera to be installed on their building. Regal indicated they would be open to the proposal. A license agreement has been prepared that specifies the terms and conditions for installing a camera on the northwest corner of the roof at 111 E. 10th Ave. Once the agreement is finalized, City staff will order the necessary equipment and coordinate installation with Regal Development. City staff recommends approval of this license agreement. Discussion ensued. C. Farr moved that Bill No. 7461 be placed on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7461 was read. C. Farr moved that Bill No. 7461 be placed on second and final reading and passed as Ordinance No. 9258, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7461 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9258, was signed and approved by the Mayor and attested by the City Clerk.

An Ordinance Adopting and Approving a License Agreement By and Between the City of North Kansas City, Missouri, and ELCA Properties, Inc., Regarding Placement of City Equipment on Roof of Property Located at 2604 Industrial Drive {Bill No. 7459 (Ordinance No. 9256)}. City Administrator Berlin asked Major Freeman to present this item to Council. Major Freeman stated that The FY 2020 Budget includes funding for adding three new street cameras to the City's street camera network. The building at 2604 Industrial Dr., owned by ELCA Properties, Inc., is one of the locations proposed for a new camera location. The city current lacks any camera coverage in this area to cover the Chouteau/MO 210 and Chouteau/Riverboat Drive areas, two very busy intersections within the city. City staff has contacted the staff of ELCA Properties to determine if the company would be interested in allowing a camera to be installed on their building. ELCA Properties indicated they would be open to the proposal. A license agreement has been prepared that specifies the terms and conditions for installing a camera on the southwest corner of the roof at 2604 Industrial Dr. Once the agreement is finalized, City staff will order the necessary equipment

Ordinance No. 9256 –  
License Agreement –  
Placement of City  
Camera – 2604  
Industrial Drive

and coordinate installation with ELCA Properties. City staff recommends approval of this license agreement. C. Farr moved to place Bill No. 7459 on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7459 was read. C. Farr moved that Bill No. 7459 be placed on second and final reading and passed as Ordinance No. 9256, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7459 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9256, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Declaring Certain Equipment Owned by the City of North Kansas City, Missouri to be Surplus Property and Authorizing the Sale Thereof Through Purple Wave, Inc. (Resolution No. 19-076). City Administrator Berlin asked Public Works Director Hawver to present this item to Council. Mr. Hawver stated that various departments within the City have identified items that are no longer of use to the City of North Kansas City for various reasons. The items recommended for disposal include office furniture, pickup trucks, police cars, musical equipment, bicycles, computers, and more. Staff recommends using Purple Wave for auction of these items. Discussion ensued. C. Farr moved to approve Resolution No. 19-076, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Resolution No. 19-076  
– Disposal of Surplus  
Equipment

Consideration of an Ordinance Authorizing and Approving an Easement Conveyance to Kansas City Power & Light Company and Granting the Easements Described Therein Within the City of North Kansas City, Missouri for the City's One North Development {Bill No. 7460 (Ordinance No. 9257)}. City Administrator Berlin asked City Counselor Barzee to present this item to Council. Mr. Barzee stated that this item is to grant to Kansas City Power & Light Company ("KCP&L") an easement conveyance for electric utilities already installed by KCP&L in the One North development area. This easement conveyance provides KCP&L legal authority to occupy, use, maintain, operate, patrol, inspect, alter, add wires, cables and conduits on and under the real property legally described. The easements are needed for the City's One North redevelopment project. Staff recommends approval. C. Farr moved

Ordinance No. 9257 –  
Dedication of  
Easements to KCPL in  
One North

that Bill No. 7460 be placed on first reading, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7460 was read. C. Farr moved that Bill No. 7460 be placed on second and final reading and passed as Ordinance No. 9257, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7460 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9257, 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 November 1, 2019 {Bill No. 7458 (Ordinance No. 9255)}. C. Farr moved that Bill No. 7458 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7458 was read. C. Farr moved that Bill No. 7458 be placed on second and final reading and passed as Ordinance No. 9255, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7458 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9255, was signed and approved by the Mayor and attested by the City Clerk.

City Administrator Berlin stated the Upcoming City Items of Note, the YMCA Monthly Financial Report for September 2019, and the 2019 "Friday in the Park" Report were in the Council packets for review. Mr. Berlin also reminded the Council that the joint meeting with the Hospital Board will take place on November 25, 2019. He also stated that at the November 19, 2019, Work Session, staff will give an update on the Armour Road Complete Street short-term changes. Mr. Berlin stated that he and C. Clevenger recently attended the Missouri Housing and Development Commission public hearing in support of the Gallery Lofts project at 1007 Armour.

Assistant City Administrator Kim Nakahodo stated that the public art in Richards Park was installed on October 30. Sijia Chen, the artist, was

Ordinance No. 9255 –  
Approving Accounts  
Due and Payable by  
the City Through  
November 1, 2019

Staff Comments

present for the installation. This art piece is named "Bloom." We are about one-third complete with this project. We are now waiting on the installation of the lighting, which is 8-10 weeks out and then the second concrete pour will take place.

Fire Chief Dave Hargis invited the Council to the Pinning Ceremony to be held on November 21, 2019, at Fire Station #1. City Administrator Berlin also reminded the Council that he and Assistant City Administrator Nakahodo will be at the ICMA Conference from Saturday, October 19, through Wednesday, October 23, returning to the office on October 24.

C. Steffen stated he had nothing at this time.

C. Farr stated the new leaf vacuum acquired by Public Works seems to be working great.

C. DeLong stated that this Saturday is the Second Saturday event in North Kansas City. He stated that Wonkaweek was a great event. He also inquired if staff had ever thought of giving the State of the City address in a public forum.

C. Pearce had nothing at this time.

C. Smith thanked staff for the awesome employee banquet. He stated the Iron District is now up and running. Tomorrow morning is bulky item pickup.

C. Pearman stated that the play Mary Poppins will be in the new high school auditorium.

C. Clevenger thanked Northland Festival for their work on Snake Saturday. He stated he attended the Missouri Department of Housing with City Administrator Berlin to support the Gallery Lofts affordable housing. He stated he would miss the next Council Meeting as he would be at the National League of Cities meeting in San Antonio.

C. Stewart thanked all the high school students who worked in the community raking leaves.

Mayor Stielow had nothing at this time.

Councilmembers'  
Comments

Mayor's Comments

Consideration of a request to hold and recess into an executive session, as requested by the City Administrator, to be held on this date, on a personnel matter pursuant to Missouri Revised Statutes § 610.021 (3). C. Clevenger moved to go into executive session at 8:34 p.m., seconded by C. Pearman. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

C. Farr moved to go back into Regular Session and adjourn at 9:02 p.m., seconded by C. Pearman. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

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

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## MEMORANDUM



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

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

City Planning Commission

Appointment of Jim Dunn, term to expire November 1, 2023.

Please contact me with any questions.





## City of North Kansas City Boards and Commissions Application Form

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

Name: Jim DUNN Date: 11/5/19

Address: 506 E 29<sup>TH</sup> AVE

City: NKC State: MISSOURI Zip: 64116

Phone Number: 816-304-3009 E-Mail: jd5quare72@gmail.com

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

ANY - AT THE PLEASURE OF THE MAYOR

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



Why are you interested in serving the City of North Kansas City on a board or commission? Do you have an interest in a particular board or commission and if so, why?

I HAVE SPENT MY CAREER IN PUBLIC SERVICE AND FEEL A CIVIC RESPONSIBILITY TO PARTICIPATE IN MY COMMUNITY. I'M WILLING TO SERVE IN ANY ROLE IN WHICH I MIGHT CONTRIBUTE.

Do you have previous civic experience or particular qualifications that you believe you can bring to the board or commission? If so, please describe in the space below. If you have a current resume, please attach (not required).

I WORKED FOR THE STATE OF MISSOURI (PROSTITUTION/PAROLE- 5 YRS) AND AS A TEACHER, PRINCIPAL & CENTRAL OFFICE ADMIN. I WAS ALSO APPOINTED TO THE PLATTE CO. BOARD OF SERVICES AND PLATTE CO. CONNECTIONS BOARD. I CURRENTLY WORK FOR A NON-PROFIT SERVING COURT-INVOLVED YOUTH.

Please describe the days of the week, times of day, or evenings you are available.

FLEXIBLE SCHEDULE -

If there are no vacancies for the board you are interested in, we will contact you when a vacancy becomes available to determine if you are still willing and able to serve at that time.

Thank you for your interest in serving your community!

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## MEMORANDUM



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**TO:** Honorable City Council  
**FROM:** Mayor Don Stielow  
**DATE:** November 19, 2019  
**RE:** Board Reappointment

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

BOARD OF ZONING ADJUSTMENTS

Reappointment of Steven Hoover, term to expire November 1, 2023.

Please contact me with any questions.

# Resolution of Appreciation

Honoring

## Laura Machala

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**Whereas**, the City of North Kansas City, Missouri depends upon its citizen volunteers to give of their time, talents, expertise and common sense in serving on City boards, commissions and committees, which service is provided on behalf of all residents and businesses of the City, thereby making the City a better place to live, work and enjoy life; and

**Whereas**, **Laura Machala** has been one such citizen volunteer, who was first appointed by the Mayor of the City of North Kansas City, Missouri, to the City Planning Commission in August 2016 and has continued to serve until her term expired on November 1, 2019; and

**Whereas**, **Ms. Machala** is a loyal and dedicated citizen of the City of North Kansas City, Missouri; and

**Whereas**, **Ms. Machala** has served the City's residents and businesses with dedication and professionalism since her appointment to the City Planning Commission, during which time she advanced the best interests of the City; and

**Whereas**, **Ms. Machala** has contributed freely of her time, energies, and abilities toward the promotion, growth, and development of the City of North Kansas City.

**Now, Therefore, be it Resolved** that the Council of the City of North Kansas City hereby gratefully records and extends its sincere appreciation to Laura Machala for her dedication and excellent service rendered to the City; and be it further

**Resolved** that this resolution of appreciation be part of the official records of the City, and a copy thereof, signed by the Mayor, be presented to Laura Machala as an expression of appreciation for Ms. Machala and as a means of honoring her for her service to the community.

**Done** in my office this 19<sup>th</sup> day of November in the year of two thousand and nineteen.

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Don Stielow, *Mayor*

## MEMORANDUM

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TO: Honorable Mayor Don Stielow and Members of the City Council

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

cc: Eric Berlin, *City Administrator*  
Steve Sparks, BRYAN CAVE LEIGHTON PAISNER (*outside legal counsel*)  
Matt Webster, GEORGE K. BAUM & COMPANY (*financial adviser*)

RE: *Armour Road Redevelopment Area—Tax Increment Financing Redevelopment Plan—Designation of Project Area and Adoption of TIF—**Project Area 10—Burger King Restaurant***

DATE: November 19, 2019

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**PURPOSE:** The purpose of the accompanying ordinance, if duly passed by the City Council and approved by the Mayor, is to authorize, approve, designate and activate Redevelopment Project Area 10 (**Burger King Restaurant**) of the North Kansas City Destination Development Tax Increment Financing Plan (the “**TIF Plan**”) as a redevelopment project and adopt tax increment financing therein. As you are aware, the plan for this site is the new Burger King restaurant nearing completion. North Kansas City Destination Developers, LLC (the “**Developer**”), City Staff, the City’s financial adviser and outside legal counsel request that this ordinance now be considered for passage and approval.

**REMARKS:** By way of some relevant background information, on October 3, 2017, the City Council adopted Ordinance No. 9030 that approved the TIF Plan for the development now known as “One North”. The TIF Plan contains fourteen (14) separate Redevelopment Project Areas. The project area numbers do not necessarily coordinate with actual lot numbers. Other TIF project areas in the development have already been considered, adopted and activated by action of the City Council (e.g., the Medical Office Building and the Old Chicago restaurant). As the project continues to move forward, the Developer will request that other Redevelopment Projects be approved for TIF purposes as well. The City Council must adopt TIF and approve or “activate” each project before it may become an actual TIF Redevelopment Project. I believe that Redevelopment Project Area 10 will be the fourth project to be activated in the One North Redevelopment Area. The time limit of twenty-three (23) years for TIF revenue participation begins once a project is activated and TIF is adopted by appropriate action of the City Council.

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

**AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT AREA 10 (BURGER KING) OF THE ARMOUR ROAD REDEVELOPMENT AREA IN THE NORTH KANSAS CITY DESTINATION DEVELOPERS, LLC TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.**

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

**WHEREAS**, on October 3, 2017, the City adopted the North Kansas City Destination Developers, LLC Tax Increment Financing Redevelopment Plan (the “**Redevelopment Plan**”) by Ordinance No. 9030; and

**WHEREAS**, on August 7, 2018, the City adopted the First Amendment to the North Kansas City Destination Development Tax Increment Financing Redevelopment Plan by Ordinance No. 9101, which amended the Redevelopment Plan; and

**WHEREAS**, on November 5, 2019, the City adopted the Second Amendment to the North Kansas City Destination Development Tax Increment Financing Redevelopment Plan (the “**Amended Plan**”) by Ordinance No. 9254, which amended the Redevelopment Plan as to Project Area 9; and

**WHEREAS**, the Amended Plan, contemplates implementation through Redevelopment of fifteen (15) separate Redevelopment Project Areas, and the adoption of tax increment financing in the area selected for each Redevelopment Project Area.

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

**Section 1.** All terms used in this ordinance shall be construed as defined in Sections 99.800 to 99.865, MO. REV. STAT., as amended.

**Section 2.** The area selected for Redevelopment Project Area 10 is legally described as follows:

All of Lot 5, Armour Road Redevelopment, Fourth Plat, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof.



Said Redevelopment Project Area 10 is approved and designated as Redevelopment Project Area 10 (“**Project 10**”). Project 10 includes only those parcels of real property and improvements thereon which will be directly and substantially benefitted by the Redevelopment Project improvements therein.

**Section 3.** Tax increment allocation financing is hereby adopted for Project 10. After the total equalized assessed valuation of the taxable real property in Project 10 exceeds the certified total initial equalized assessed valuation of the taxable real property in Project 10, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in Project 10 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 MO. REV. STAT. each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as follows:

- A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in Project 10 shall be allocated to and, when collected, shall be paid by the Clay County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Project 10, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the “Special Allocation Fund” of the City established pursuant to the Amended Plan for the purpose of paying Redevelopment Project Costs and obligations incurred in the payment thereof.

**Section 4.** In addition to the payments in lieu of taxes described in subsection B of Section 3 above, if any, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within Project 10 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes

and penalties and interest thereon, shall be allocated to, and paid by the collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund established pursuant to the Amended Plan.

**Section 5.** 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 6.** It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

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

**Section 8.** This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

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

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Don Stielow, *Mayor*

**ATTEST:**

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Crystal Doss, *City Clerk*

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

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Don Stielow, *Mayor*



**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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

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## MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** November 19, 2019

**RE:** Emergency Snow Route on Armour Road

At the City Council meeting of November 5, 2019, Council instructed staff to bring forward for consideration an ordinance establishing an emergency snow route on Armour Road. The re-design of Armour Road between Linn Street and Fayette Street included on-street parking places that are not on the curb. While this is not an issue during normal weather conditions, there are some issues associated with snow that staff suggested be considered. It is suggested that the City consider the creation of an emergency snow route that will prohibit on-street parking in this area and, if necessary, allow for the towing of vehicles.

Chief Beamer suggested an ordinance based on provisions in place in Liberty. The City Counselor has crafted an ordinance for consideration.

One difference between the proposed ordinance and the one before Council for consideration is a provision in the ordinance for erection of permanent signage on the emergency snow route. In the memo for the November 5<sup>th</sup> meeting, the erection of temporary signage when a snow event was forecast was discussed. The City Counselor advises permanent signage should be erected in order to defend the enforceability of the ordinance. Staff will endeavor to minimize the amount of permanent signage that is installed. In addition, staff will still plan on erecting temporary signage when a snow emergency is declared, in addition to the usual website notification and social media.

**AN ORDINANCE AMENDING CHAPTER 10.56, “ABANDONED VEHICLES,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI, BY RENAMING SAID CHAPTER TO BE “REMOVAL AND STORAGE OF VEHICLES” WITH ARTICLE I THEREOF BEING ENTITLED “ABANDONED VEHICLES” AND CREATING A NEW ARTICLE II THEREOF PROVIDING FOR AN EMERGENCY SNOW ROUTE ALONG ARMOUR ROAD.**

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

**WHEREAS**, the Legislature of the State of Missouri has in MO. REV. STAT. § 77.260, delegated the responsibility to local governmental units, including the City, to adopt traffic control standards and regulations designed to protect the health, safety, and general welfare; and

**WHEREAS**, the Legislature of the State of Missouri has also in MO. REV. STAT. § 304.120, delegated the authority of municipalities, by ordinance, to make rules of the road or traffic regulations to meet their needs and traffic conditions; and

**WHEREAS**, the City Council desires to prohibit parking on either side of Armour Road between Fayette Street and Linn Street during a snow emergency.

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

**Section 1.** Chapter 10.56, “Abandoned Vehicles,” of Title 10, “Vehicles and Traffic,” of the Code of the City of North Kansas City, Missouri (the “**City Code**”), is hereby amended by renaming said Chapter 10.56 “Removal and Storage of Vehicles”.

**Section 2.** The new Chapter 10.56, “Removal and Storage of Vehicles,” of Title 10, “Vehicles and Traffic,” of the City Code is hereby amended by creating a new Article I entitled “Abandoned Vehicles”, which hereby shall incorporate therein by reference all of

existing Sections 10.56.010, 10.56.020, 10.56.030, 10.56.040, 10.56.050, 10.56.060, 10.56.070 and 10.56.080 as fully and completely as if readopted and enacted herein.

**Section 3.** The new Chapter 10.56, “Removal and Storage of Vehicles,” of Title 10, “Vehicles and Traffic,” of the City Code is hereby amended by adding a new Article II thereto, which shall read and provide as follows:

## **Article II. Snow and Other Emergencies.**

### **10.56.200 Snow and other emergencies.**

A. Armour Road from Fayette Street to Linn Street in the City is hereby designated and declared to be an emergency snow route for the purpose of this Article. Whenever the Director of Public Works (the “**Director**”) finds, on the basis of observation or on the basis of weather service forecasts, that weather conditions will make it necessary that motor vehicle traffic be expedited and that parking on both sides of Armour Road from Fayette Street to Linn Street be prohibited or restricted for snow plowing and other purposes, the Director shall have the authority to put into effect a parking prohibition on the emergency snow route. The Director shall publicly announce the declaration of a parking prohibition in a reasonable manner whenever feasible. While such a parking prohibition is in effect, no persons shall park or stand or allow to remain parked or standing any vehicle on any portion of the emergency snow route for any period of time. This parking prohibition will become effective two (2) hours after the Director announces his decision publicly.

B. The Director shall post both sides of Armour Road from Fayette Street to Linn Street to prohibit parking for snow removal purposes during emergency snow events. The Director shall place permanent Emergency Snow Route signs along both sides of Armour Road between Fayette Street and Linn Street to advise motor vehicle operators that the designated roadway is an Emergency Snow Route.

C. All vehicles parked on Armour Road between Fayette Street and Linn Street shall be moved within 2 hours after the commencement of any snow storm which results in an accumulation of snow or ice in such an amount that requires removal of such snow or ice from the roadway, whether or not a snow emergency has been declared by the Director. The Department of Public Works shall notify the Police Department when such two-hour period has commenced.

D. When any vehicle is parked upon any street in violation of any of the provisions of this section and after the Director has given appropriate two-hour notice to the public of an emergency snow event, said vehicle may be ticketed and removed, without further notice, by any police officer.

E. After removal of any vehicle as provided in this section, it shall be the duty of the Police Department to ascertain to the extent possible the owner of the vehicle or person having charge of same and notify said person of the removal and disposition of such vehicle.

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

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

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

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

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

**ATTEST:**

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

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

Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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

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# MEMORANDUM



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**TO:** Honorable Mayor Stielow & City Council Members

**FROM:** Shirley Land, Finance Manager

**DATE:** November 19, 2019

**RE:** Closing of Gaming Fund Reserve

On November 10, 1998, the City Council established two reserve funds to handle certain capital projects. The reserves were designated for Building Maintenance and Major Equipment. The resolutions, numbers 544 and 545, specified that over a three-year period, \$500,000 per year would be transferred from the Gaming Fund to each reserve fund, building a balance that, with interest earnings, would cover future building and equipment capital needs.

The funds were transferred as specified, but no projects were paid for using the two reserves. Instead, because of the influx of gaming-related revenues that was coming in, projects were paid for directly from the Gaming fund.

As part of the fiscal 2003-2004 budget process, Council approved moving the funds back to the Gaming Fund and reserving \$3.1 million of the Gaming fund balance for "Extraordinary Maintenance". That reserve is still in existence and has never been used. The reserve fund can be seen as the second number on the attached page from the FY 2020 Budget. The Gaming Fund has always had sufficient cash to proceed with projects and emergencies as needed. Currently, at the end of FY 2020 the Gaming Fund is budgeted to have a fund balance of \$20,792,505.

For simplicity's sake, staff recommends eliminating the reserve and rolling the money into the unreserved Gaming Fund balance. If the Council agrees, then since the "Extraordinary Maintenance" reserve was created by means of a resolution, staff has created a resolution to effect this.

**City of North Kansas City**  
**Gaming Revenues Fund**  
**Estimated Statement of Financial Position**  
**For Years Ending September 30, 2019 & 2020**

	<u>Projected FY 2019</u>	<u>Adopted FY 2020</u>
<b>Beginning Balance October 1</b>		
<b>Total Fund Balance</b>	\$ 38,963,442	\$ 33,995,473
Reserve for Extraordinary Maintenance	(3,100,000)	(3,100,000)
Unreserved Fund Balance (Available for Appropriation)	<u>\$ 35,863,442</u>	<u>\$ 30,895,473</u>
 <b>Revenues</b>		
Estimated Fiscal Year Revenues	\$ 7,860,309	\$ 11,259,400
Transfers In	1,069,984	4,069,984
<b>Total Revenues</b>	<u>\$ 8,930,293</u>	<u>\$ 15,329,384</u>
 <b>Expenditures</b>		
Projected Fiscal Year Expenditures	\$ 6,380,652	\$ 16,509,727
Transfers Out	7,517,610	8,922,625
<b>Total Expenditures</b>	<u>\$ 13,898,262</u>	<u>\$ 25,432,352</u>
 <b>Estimated Revenues Over (Under) Expenditures</b>	 <b>\$ (4,967,969)</b>	 <b>\$ (10,102,968)</b>
 <b>Ending Balance September 30</b>		
Estimated Unreserved Fund Balance	<u><u>\$ 30,895,473</u></u>	<u><u>\$ 20,792,505</u></u>



**RESOLUTION NO. 19-077**

**A RESOLUTION TO AUTHORIZE ELIMINATION OF THE RESERVE IN THE GAMING FUND FOR  
EXTRAORDINARY MAINTENANCE**

**WHEREAS**, during the fiscal 2003-2004 budget process, City Council set up a \$3.1 million reserve in the Gaming Fund to pay for Extraordinary Maintenance; and

**WHEREAS**, to date the reserve has not been needed or used; and

**WHEREAS**, staff recommends eliminating the reserve and rolling the money into the unreserved Gaming Fund balance; 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 eliminate the Extraordinary Maintenance reserve and roll the money into the unreserve Gaming Fund balance.

**NOW, THEREFORE, BE IT RESOLVED** that the Extraordinary Maintenance reserve is eliminated and the \$3.1 million previously reserve are now part of the unreserved Gaming Fund balance.

**DONE** this 19<sup>TH</sup> day of November 2019

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Don Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

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## MEMORANDUM



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**TO:** Mayor & City Council

**FROM:** Kim Nakahodo, Assistant City Administrator

**DATE:** November 19, 2019

**RE:** KC Communities For All Ages Silver Level – NKC Communities For All Ages Silver Level Executive Summary

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On February 5, 2019, the City Council approved a resolution to approve a technical services agreement with the Mid-America Regional Council and Clay County Senior Services to assist the City in becoming a Silver Level KC Communities For All Ages.

The Silver Level of the KC Communities For All Ages program is the most comprehensive phase, as staff is asked to complete an audit of city policies and actions through six different Workbooks:

- Public outdoor spaces and buildings
- Housing and commercial development
- Transportation and mobility
- Social inclusion, communication, and participation
- Civic participation and employment
- Community and health services

The City Council directed staff to work with the Planning Commission to complete this audit. The Planning Commission along with the Mid-America Regional Council, community partners, and staff conducted five work sessions over the summer to complete the Silver Level Workbook.

As part of the technical services agreement, the Mid-America Regional Council consultant captured the discussion, recommendations, suggestions and actions mentioned at each work session. These comments have been added to the original work session handouts to create the draft NKC Communities For All Ages Silver Level Workbook. A draft NKC Communities For All Ages Silver Level Executive Summary was

created to consolidate all of the recommendations, suggestions, and actions identified during the Silver Level assessment process.

On October 3, 2019, the Planning Commission issued the draft NKC Communities For All Ages Silver Level Executive Summary and Workbook. The Planning Commission recommended that the audit findings be presented to the City Council.

At its work session of November 5, 2019 the City Council considered the draft NKC Communities For All Ages Silver Level Executive Summary and Workbook. The Executive Summary provides the City with recommendations, suggestions and actions to guide the City over the next few years. The City Council instructed staff to present a final draft for approval at this meeting. A resolution adopting the NKC Communities For All Ages Silver Level Executive Summary has been prepared for Council approval.

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

**Summary of Recommendations, Suggestions, and Actions**

<b>1 Public Outdoor Spaces and Buildings</b> .....	<b>4</b>
<b>Policy</b> .....	<b>4</b>
1A All Ages-friendly Siting, Design, and Development Policies for Public Spaces .....	4
1B Bike and Pedestrian Facilities that Maximize Safety for All Ages.....	4
1C Design and Build Public Buildings to Meet the Needs of All Ages .....	4
1D Safety in Parks and Neighborhoods.....	4
1E Involve Residents of All Ages in Planning for Siting and Design of Public Buildings.....	4
<b>Action</b> .....	<b>4</b>
1F Provide Seating in Public Outdoor Spaces and Buildings that Meet the Stamina Needs of All Ages .....	4
1G Stairways on Public Property Designed and Constructed for Maximum Safety.....	4
1H Ample Pick-up and Drop-off Spaces Near Public Facilities .....	4
1I Flexible Access to City Services and Customer Arrangements to Meet Needs of All Ages .....	<a href="#">54</a>
1J Encourage Downtown Walkability .....	5
<b>2 Housing and Commercial Development</b> .....	<b>5</b>
<b>Policy</b> .....	<b>5</b>
2A Audit of Development Codes to Ensure Range of Housing Options Allowed .....	5
2B Policies that Allow for and Encourage Housing Options Such as Accessory and Shared Dwellings .....	5
2C Streamline Building Code Review Processes to be Consistent with Plans and Policies, Including those that Reduce Costs and Encourage Multiple Price Points.....	5
2D Policies that Encourage Developers to Include Features that Meet All Types of Mobility Needs .....	5
2E Evaluate Zoning and Building Codes for Encouragement of Design and Building of Commercial Properties that Consider Needs of All Ages.....	<a href="#">65</a>
<b>Action</b> .....	<b>6</b>
2F City Uses Property Maintenance Enforcement to Support Neighborhood Quality and Provide Resources to Property Owners Who Need Assistance .....	6
2G Information is Available about Housing Options to Meet Different Mobility Needs .....	6
2H Property Tax Relief Program for Qualified Residents .....	6
2I Programs that Offer Residents Information on Strengthening Crime Prevention by Assessing and Protecting Private Property .....	6

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

<b>3 Transportation</b>	6
<b>Policy</b>	6
3A Multiple Transportation Modes are addressed in Comprehensive Plan	6
3B Adopt Complete Streets or Comparable Policy; Take Steps to Implement	6
3C Work to Ensure that Public Transit Stops Meet Needs of All Ages and Abilities	6
3D Towards Zero Deaths	6
<b>Action</b>	7
3E Work with Partners to Implement Strategies to Support Independent Mobility for All Ages and Abilities	7
3F Provide Transportation Resource Information	7
3G Construct Pedestrian Facilities to Connect Neighborhoods, Transit, and Other Locations like Retail	7
3H Promote Resources for Determining Older Driver Competency	7
3I Consider Application for Walk Friendly Designation from Pedestrian Bicycle Information Center	7
3J Consider Application for Bicycle Friendly Community Designation from Bicycle League of America	7
<b>4 Social Inclusion, Communication, and Participation</b>	7
<b>Policy</b>	7
4A City Designs Programming that Reflect Understanding of its Demographics	7
4B Comprehensive City Communication Plan that Reflects Diversity of Age, Culture, and Abilities	7
4C City Communicates Information about Accessibility and Accommodations for City Activities and Events	7
4D City Adopts Emergency Management Plan	8
<b>Action</b>	8
4D City Communication Plan has Strategies to Reach Residents at Risk of Social Isolation	8
4E City and Its Partners Showcase the Skills and Contributions of All Ages, Cultures, and Abilities	8
4F City works with its Partners to Educate Residents about Emergency/Disaster Preparedness	8
<b>5 Civic Participation and Employment</b>	8
<b>Policy</b>	8
5A City Policy Encourages Civic Participation by All Age Groups in Community	8
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**NKC Communities For All Ages  
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5C	City Provides Flexible Volunteer Options for All Ages and Abilities, including Training, Recognition, and Guidance.....	8
5D	City Encourages Community Partners and Organizations to Use Volunteer Engagement and Management Best Practices.....	8
5E	City and Its Partners Encourage Adaptable, Flexible Employment Practices to Meets Needs of All Ages .....	<a href="#">98</a>
5F	City and Its Partners have Outreach Plan to Ensure Residents of All Ages Are Included in Community and Civic Conversations .....	9
5G	City Ensures that Meeting Locations are Accessible to All Residents and Meets Communication Needs and Challenges of Diverse Populations .....	9
<b>6</b>	<b>Community and Health Services.....</b>	<b>9</b>
	<b>Policy .....</b>	<b>9</b>
6A	City Plans Recognize Need for Accessible Health Care Options Served by Transportation Options.....	9
	<b>Action .....</b>	<b>9</b>
6B	City Partners with Health Care Organizations to Offer Health Services at Community Facilities .....	9
6C	City Partners with Local Health Department to Publicize Plans and Services to Improve Immunization Rates among City Residents .....	9
6D	City Personnel are Educated and Knowledgeable about Specialized Needs for Different Ages and Abilities, including Reporting Requirements for Abuse and Neglect, Regardless of Age .....	9
6E	City Promotes and Enables Location of Full Services Grocery Stores and Retail Establishments that Expand Availability of Healthy Food Options .....	<a href="#">109</a>
6F	City Works with Local Ambulance Service Providers to Ensure City Demographic Information is incorporated into Planning for Services .....	<a href="#">109</a>
6G	City Partners with Health Care Organizations to Educate Citizens about Health Choices and Preventive Services, Including Benefits of Smoking Cessation .....	10
6H	City Encourages Healthy Eating by Providing Information about Home-delivered Meals, Food Banks, and other Resources .....	10
6I	City Supports Community Gardens and Similar Initiatives to Encourage Health Eating and Community Participation.....	10
6J	City and its Partners Provides Referrals to Residents needing more Intensive Services .....	10

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

## 1: Public Outdoor Spaces and Buildings

### Policy

- 1A All Ages-friendly Siting, Design, and Development Policies for Public Spaces
- **Recommendation:** Continue to explore with the levee district whether the levee could be used as an east-west connector. Maybe just a pedestrian gravel path, not fully paved.
  - **Action:** Continue to explore a better partnership with MoDOT to address connectivity and maintenance (e.g. lighting, cleanliness, and mowing) in the area of Missouri Highway 210 and I-35.
- 1B Bike and Pedestrian Facilities that Maximize Safety for All Ages
- No action at this time
- 1C Design and Build Public Buildings to Meet the Needs of All Ages
- **Recommendation:** City considers the inclusion of neutral, non-binary bathroom facilities in any new City building to demonstrate its desire to be a welcoming City.
  - **Suggestion:** Explore locating wayfinding kiosks to more heavily used areas, e.g. Dagg Park, where there is lots of foot traffic, including non-residents.
  - **Suggestion:** Consider installing an information kiosk at Macken Park.
- 1D Safety in Parks and Neighborhoods
- **Suggestion:** Relay comments about the desire for increased lighting along the walking trail at Macken Park to the Parks & Recreation Board. At the sessions, residents requested replacing the current bulbs with brighter bulbs in the existing light fixtures.
- 1E Involve Residents of All Ages in Planning for Siting and Design of Public Buildings
- No action at this time.

### Action

- 1F Provide Seating in Public Outdoor Spaces and Buildings that Meet the Stamina Needs of All Ages
- **Recommendation:** Consider additional benches along Diamond Parkway.
  - **Recommendation:** Relay comments about the desire to add more seating at the Dagg Park (the splash park to face the splash area itself) to the Parks & Recreation Board. [Also inquire if day lockers or cubbies could be installed at Dagg Park.](#)
- 1G Stairways on Public Property Designed and Constructed for Maximum Safety
- No action at this time.
- 1H Ample Pick-up and Drop-off spaces Near Public Facilities
- **Recommendation:** Determine the need and feasibility of adding more handicap parking spots at the YMCA (to be brought forward by the YMCA.)

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

1I Flexible Access to City Services and Customer Arrangements to Meet Needs of All Ages

- No action at this time.

1J Encourage Downtown Walkability

- **Recommendation:** Explore the ability to regulate smoking on public sidewalks on major walkways, possibly by specific districts within the City. (Staff has looked into this recommendation with the City Counselor and the Police Department. There are several legal and enforcement challenges with this recommendation.)
- **Recommendation:** Explore the installation of digital kiosks as an alternative or supplement to printed materials, advantages include ease of updating information and minimizing print impacts.

## 2: Housing and Commercial Development

### Policy

2A Audit of Development Codes to Ensure Range of Housing Options Allowed

- **Recommendation:** Develop strategies to retain older duplexes and apartments to help keep housing costs affordable and to provide a broader range of cost points for housing options.
- **Action:** City staff will provide regular updates to the Planning Commission on the National League of Cities and the First Suburbs Coalition's Affordable Housing Pilot Program.

2B Policies that Allow for and Encourage Housing Options Such as Accessory and Shared Dwellings

- No additional action.

2C Streamline Building Code Review Processes to be Consistent with Plans and Policies, including those that Reduce Costs and Encourage Multiple Price Points

- No additional action.

2D Policies that Encourage Developers to Include Features that Meet All Types of Mobility Needs

- **Recommendation:** Provide information in the NKC newsletter about partners who may provide assistance for building accessible ramps. Consider using multiple communication tools to communicate resources including convening neighborhood meetings or homes associations to reach those residents who do not read the newsletter and/or have limited English language proficiency.
- **Action:** Participants requested information about Universal Design (UD), e.g. defining the terms, building it into the bones/framework of a home structure, ability to retrofit, and other related topics. MARC will share information about UD.



**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

2E Evaluate Zoning and Building Codes for Encouragement of Design and Building of Commercial Properties that Consider Needs of All Ages

- No additional action.

**Action**

2F City Uses Property Maintenance Enforcement to Support Neighborhood Quality and Provide Resources to Property Owners Who Need Assistance

- **For later discussion:** Research programs that encourage stronger partnerships between cities and landlords to enhance property maintenance, i.e. can the City do more to work with landlords?

2G Information is Available about Housing Options to Meet Different Mobility Needs

- No additional action.

2H Property Tax Relief Program for Qualified Residents

- No additional action.

2I Programs that Offer Residents Information on Strengthening Crime Prevention by Assessing and Protecting Private Property

- **Action:** Explore whether the Police Department is involved with Metro Elder Abuse Task Force.

### 3: Transportation

**Policy**

3A Multiple Transportation Modes are addressed in the Comprehensive Plan

- No additional action.

3B Adopt Complete Streets or Comparable Policy; Take Steps to Implement

- No additional action.

3C Work to Ensure that Public Transit Stops Meet Needs of All Ages and Abilities

- No additional action.

3D Towards Zero Deaths

- **Suggestion:** Work toward a level of ridership that will justify a Max Bus Line.
- **Suggestion:** Improve the crosswalk at Fayette and improve access to the north side of Armour to provide access to Cerner and NKC Hospital. Work with MoDot to improve the pedestrian experience of Armour Road/Route 210 under the I-35 Bridge.
- **Suggestion:** Improve walkability of transit riders to stops along Burlington.

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

**Action**

3E Work with Partners to Implement Strategies to Support Independent Mobility for All Ages and Abilities

- **Suggestion:** Include Clay County Senior Services in discussion with nonprofit rideshare providers.

3F Provide Transportation Resource Information

- No additional action.

3G Construct Pedestrian Facilities to Connect Neighborhoods, Transit, and Other Locations like Retail

- No additional action.

3H Resources for Determining Older Driver Competency

- **Action:** Add the link to the Older Driver Safety content from KC Communities for All Ages website to the NKC website. <https://www.marc.org/Community/KC-Communities-for-All-Ages/Transportation-Mobility/General-Information> (This has been completed.)

3I Consider Application for Walk Friendly Designation from Pedestrian Bicycle Information Center

- **Action:** Submitted application for designation as a Walk-Friendly Community in 2015; staff will review to assess any changes that might lead to a resubmission.

3J Consider Application for Bicycle Friendly Community Designation from Bicycle League of America

- No additional action.

## **4: Social Inclusion, Communication, and Participation**

**Policy**

4A City Designs Programming that Reflect Understanding of its Demographics

- No additional action.

4B Comprehensive City Communication Plan that Reflects Diversity of Age, Culture, and Abilities

- No additional action.

4C City Communicates Information about Accessibility and Accommodations for City Activities and Events

- No additional action.

# NKC Communities For All Ages Silver Level Executive Summary October 3, 2019

4D City Adopts Emergency Management Plan

- No additional action.

## Action

4D City Communication Plan has Strategies for Reach Residents at Risk of Social Isolation

- Suggestion: Connect with staff at The Gardens to see if City Agendas can be provided to their residents.
- ~~No additional action.~~

4E City and Its Partners Showcase the Skills and Contributions of All Ages, Cultures, and Abilities

- No additional action.

4F City works with its Partners to Educate Residents about Emergency/Disaster Preparedness

- No additional action.

## 5: Civic Participation and Employment

### Policy

5A City Policy Encourages Civic Participation by All Age Groups in Community

- **Recommendation:** Explore the inclusion of youth on City commissions and/or committees and/or adding a Youth Council.

### Action

5B City Maintains and Promotes Volunteer and Employment Opportunities with Easy Means to Apply

- No additional action.

5C City Provides Flexible Volunteer Options for All Ages and Abilities, including Training, Recognition, and Guidance

- No additional action.

5D City Encourages Community Partners and Organizations to Use Volunteer Engagement and Management Best Practices

- Suggestion: Explore the possibility of inviting residents to volunteer on city-organized cleanup days in public spaces.
- Suggestion: Discuss with the Parks & Recreation Board ways to increase the number of volunteers at Parks & Recreation events.

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

5E City and Its Partners Encourage Adaptable, Flexible Employment Practices to Meets Needs of All Ages

- No additional action.

5F City and Its Partners have Outreach Plan to Ensure Residents of All Ages Are Included in Community and Civic Conversations

- No additional action.

5G City Ensures that Meeting Locations are Accessible to All Residents and Meets Communication Needs and Challenges of Diverse Populations

- **Recommendation:** Explore how state statutes on open meetings intersect with the resident's desire to have input remotely through digital technology.

## 6: Community and Health Services

### Policy

6A City Plans Recognize Need for Accessible Health Care Options Served by Transportation Options

- **Recommendation:** Add information to City website about emerging services from MARC's Area Agency on Aging (AAA). The AAA Information & Referral Service is partnering with 211. MARC's Information & Referral Service number (816-421-8910) is automatically routed to 211.
  - Discussion at the Planning Commission included creating a Resident Resource magnet that included City, utility and partner contact information (Evergy, MGE, Clay County Senior Services, 211 - United Way of Greater KC.)
  - Discussion at the City Council was to ensure that the resident resource magnet fits the needs of North Kansas City.

### Action

6B City Partners with Health Care Organizations to Offer Health Services at Community Facilities

- No additional action.

6C City Partners with Local Health Department to Publicize Plans and Services to Improve Immunization Rates among City Residents

- No additional action.

6D City Personnel are Educated and Knowledgeable about Specialized Needs for Different Ages and Abilities, including Reporting Requirements for Abuse and Neglect, Regardless of Age

- **Recommendation:** Continue and strengthen partnerships with Clay County Senior Services.

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

- **Recommendation:** Relay comments about the desire for Library and Parks & Recreation staff to be trained to recognize the signs of child and elder abuse to the Library Board appropriate boards.

6E City Promotes and Enables Location of Full Services Grocery Stores and Retail Establishments that Expand Availability of Healthy Food Options

- No additional action.

6F City Works with Local Ambulance Service Providers to Ensure City Demographic Information is incorporated into Planning for Services

- No additional action.

6G City Partners with Health Care Organizations to Educate Citizens about Health Choices and Preventive Services, Including Benefits of Smoking Cessation

- No additional action.

6H City Encourages Healthy Eating by Providing Information about Home-delivered Meals, Food Banks, and other Resources

- No additional action.

6I City Supports Community Gardens and Similar Initiatives to Encourage Healthy Eating and Community Participation

- No additional action.

6J City and its Partners Provides Referrals to Residents needing more Intensive Services

- No additional action.

**RESOLUTION NO. 19-079**

**A RESOLUTION ADOPTING THE NORTH KANSAS CITY COMMUNITIES FOR ALL AGES SILVER LEVEL EXECUTIVE SUMMARY AND WORKBOOK**

**WHEREAS,** the North Kansas City Governing Body, Planning Commission, community partners, and city staff conducted a Community For All Ages Silver Level Assessment in the summer of 2019, facilitated by Mid America Regional Council; and

**WHEREAS,** the Planning Commission held public meetings on May 8, June 13, July, 25, August 15 and September 19, 2019, with community partners and citizens to review City policy as part of the Community For All Ages Silver Level Assessment workbook; and

**WHEREAS,** through these public meetings the Planning Commission, community partners, and citizens made recommendations and suggestions for consideration by the City Council; and

**WHEREAS,** the Governing Body wishes to build upon the work accomplished during the Silver Level Assessment phase of the Community For All Ages program and monitor the City's progress in considering and/or implementing the recommendations and suggestions outlined in the Community For All Ages Silver Level Assessment Executive Summary;

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

**Section 1.** The City Council accepts and adopts the 2019 Community For All Ages Silver Level Assessment Executive Summary attached hereto as Exhibit A.

**Section 2.** The City Council directs staff to provide periodic reports on the progress being made in considering and/or implementing the recommendations and suggestions noted in the Executive Summary.

**Section 3.** **Effective Date.** This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**DONE** this 19<sup>th</sup> day of November, 2019.

CITY OF NORTH KANSAS CITY, MISSOURI

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

ATTEST:

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

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

**Summary of Recommendations, Suggestions, and Actions**

<b>1 Public Outdoor Spaces and Buildings</b> .....	<b>4</b>
<b>Policy</b> .....	<b>4</b>
1A All Ages-friendly Siting, Design, and Development Policies for Public Spaces .....	4
1B Bike and Pedestrian Facilities that Maximize Safety for All Ages.....	4
1C Design and Build Public Buildings to Meet the Needs of All Ages .....	4
1D Safety in Parks and Neighborhoods.....	4
1E Involve Residents of All Ages in Planning for Siting and Design of Public Buildings.....	4
<b>Action</b> .....	<b>4</b>
1F Provide Seating in Public Outdoor Spaces and Buildings that Meet the Stamina Needs of All Ages .....	4
1G Stairways on Public Property Designed and Constructed for Maximum Safety.....	4
1H Ample Pick-up and Drop-off Spaces Near Public Facilities .....	4
1I Flexible Access to City Services and Customer Arrangements to Meet Needs of All Ages .....	5
1J Encourage Downtown Walkability .....	5
<b>2 Housing and Commercial Development</b> .....	<b>5</b>
<b>Policy</b> .....	<b>5</b>
2A Audit of Development Codes to Ensure Range of Housing Options Allowed .....	5
2B Policies that Allow for and Encourage Housing Options Such as Accessory and Shared Dwellings .....	5
2C Streamline Building Code Review Processes to be Consistent with Plans and Policies, Including those that Reduce Costs and Encourage Multiple Price Points.....	5
2D Policies that Encourage Developers to Include Features that Meet All Types of Mobility Needs .....	5
2E Evaluate Zoning and Building Codes for Encouragement of Design and Building of Commercial Properties that Consider Needs of All Ages.....	6
<b>Action</b> .....	<b>6</b>
2F City Uses Property Maintenance Enforcement to Support Neighborhood Quality and Provide Resources to Property Owners Who Need Assistance .....	6
2G Information is Available about Housing Options to Meet Different Mobility Needs .....	6
2H Property Tax Relief Program for Qualified Residents .....	6
2I Programs that Offer Residents Information on Strengthening Crime Prevention by Assessing and Protecting Private Property .....	6

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

**3 Transportation..... 6**

**Policy ..... 6**

    3A Multiple Transportation Modes are addressed in Comprehensive Plan ..... 6

    3B Adopt Complete Streets or Comparable Policy; Take Steps to Implement ..... 6

    3C Work to Ensure that Public Transit Stops Meet Needs of All Ages and Abilities ..... 6

    3D Towards Zero Deaths..... 6

**Action ..... 7**

    3E Work with Partners to Implement Strategies to Support Independent Mobility for All Ages and Abilities ..... 7

    3F Provide Transportation Resource Information ..... 7

    3G Construct Pedestrian Facilities to Connect Neighborhoods, Transit, and Other Locations like Retail ..... 7

    3H Promote Resources for Determining Older Driver Competency ..... 7

    3I Consider Application for Walk Friendly Designation from Pedestrian Bicycle Information Center..... 7

    3J Consider Application for Bicycle Friendly Community Designation from Bicycle League of America ..... 7

**4 Social Inclusion, Communication, and Participation..... 7**

**Policy ..... 7**

    4A City Designs Programming that Reflect Understanding of its Demographics ..... 7

    4B Comprehensive City Communication Plan that Reflects Diversity of Age, Culture, and Abilities..... 7

    4C City Communicates Information about Accessibility and Accommodations for City Activities and Events ..... 7

    4D City Adopts Emergency Management Plan ..... 8

**Action..... 8**

    4D City Communication Plan has Strategies to Reach Residents at Risk of Social Isolation ..... 8

    4E City and Its Partners Showcase the Skills and Contributions of All Ages, Cultures, and Abilities... 8

    4F City works with its Partners to Educate Residents about Emergency/Disaster Preparedness..... 8

**5 Civic Participation and Employment..... 8**

**Policy ..... 8**

    5A City Policy Encourages Civic Participation by All Age Groups in Community ..... 8

**Action ..... 8**

    5B City Maintains and Promotes Volunteer and Employment Opportunities with Easy Means to Apply ..... 8



**NKC Communities For All Ages  
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October 3, 2019**

5C	City Provides Flexible Volunteer Options for All Ages and Abilities, including Training, Recognition, and Guidance.....	8
5D	City Encourages Community Partners and Organizations to Use Volunteer Engagement and Management Best Practices.....	8
5E	City and Its Partners Encourage Adaptable, Flexible Employment Practices to Meets Needs of All Ages .....	9
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6H	City Encourages Healthy Eating by Providing Information about Home-delivered Meals, Food Banks, and other Resources .....	10
6I	City Supports Community Gardens and Similar Initiatives to Encourage Health Eating and Community Participation.....	10
6J	City and its Partners Provides Referrals to Residents needing more Intensive Services .....	10

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

## 1: Public Outdoor Spaces and Buildings

### Policy

#### 1A All Ages-friendly Siting, Design, and Development Policies for Public Spaces

- **Recommendation:** Continue to explore with the levee district whether the levee could be used as an east-west connector. Maybe just a pedestrian gravel path, not fully paved.
- **Action:** Continue to explore a better partnership with MoDOT to address connectivity and maintenance (e.g. lighting, cleanliness, and mowing) in the area of Missouri Highway 210 and I-35.

#### 1B Bike and Pedestrian Facilities that Maximize Safety for All Ages

- No action at this time

#### 1C Design and Build Public Buildings to Meet the Needs of All Ages

- **Recommendation:** City considers the inclusion of neutral, non-binary bathroom facilities in any new City building to demonstrate its desire to be a welcoming City.
- **Suggestion:** Explore locating wayfinding kiosks to more heavily used areas, e.g. Dagg Park, where there is lots of foot traffic, including non-residents.
- **Suggestion:** Consider installing an information kiosk at Macken Park.

#### 1D Safety in Parks and Neighborhoods

- **Suggestion:** Relay comments about the desire for increased lighting along the walking trail at Macken Park to the Parks & Recreation Board. At the sessions, residents requested replacing the current bulbs with brighter bulbs in the existing light fixtures.

#### 1E Involve Residents of All Ages in Planning for Siting and Design of Public Buildings

- No action at this time.

### Action

#### 1F Provide Seating in Public Outdoor Spaces and Buildings that Meet the Stamina Needs of All Ages

- **Recommendation:** Consider additional benches along Diamond Parkway.
- **Recommendation:** Relay comments about the desire to add more seating at the Dagg Park (the splash park to face the splash area itself) to the Parks & Recreation Board. Also inquire if day lockers or cubbies could be installed at Dagg Park.

#### 1G Stairways on Public Property Designed and Constructed for Maximum Safety

- No action at this time.

#### 1H Ample Pick-up and Drop-off spaces Near Public Facilities

- **Recommendation:** Determine the need and feasibility of adding more handicap parking spots at the YMCA (to be brought forward by the YMCA.)

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

1I Flexible Access to City Services and Customer Arrangements to Meet Needs of All Ages

- No action at this time.

1J Encourage Downtown Walkability

- **Recommendation:** Explore the ability to regulate smoking on public sidewalks on major walkways, possibly by specific districts within the City. (Staff has looked into this recommendation with the City Counselor and the Police Department. There are several legal and enforcement challenges with this recommendation.)
- **Recommendation:** Explore the installation of digital kiosks as an alternative or supplement to printed materials, advantages include ease of updating information and minimizing print impacts.

## 2: Housing and Commercial Development

### Policy

2A Audit of Development Codes to Ensure Range of Housing Options Allowed

- **Recommendation:** Develop strategies to retain older duplexes and apartments to help keep housing costs affordable and to provide a broader range of cost points for housing options.
- **Action:** City staff will provide regular updates to the Planning Commission on the National League of Cities and the First Suburbs Coalition's Affordable Housing Pilot Program.

2B Policies that Allow for and Encourage Housing Options Such as Accessory and Shared Dwellings

- No additional action.

2C Streamline Building Code Review Processes to be Consistent with Plans and Policies, including those that Reduce Costs and Encourage Multiple Price Points

- No additional action.

2D Policies that Encourage Developers to Include Features that Meet All Types of Mobility Needs

- **Recommendation:** Provide information in the NKC newsletter about partners who may provide assistance for building accessible ramps. Consider using multiple communication tools to communicate resources including convening neighborhood meetings or homes associations to reach those residents who do not read the newsletter and/or have limited English language proficiency.
- **Action:** Participants requested information about Universal Design (UD), e.g. defining the terms, building it into the bones/framework of a home structure, ability to retrofit, and other related topics. MARC will share information about UD.

# NKC Communities For All Ages Silver Level Executive Summary October 3, 2019

2E Evaluate Zoning and Building Codes for Encouragement of Design and Building of Commercial Properties that Consider Needs of All Ages

- No additional action.

## Action

2F City Uses Property Maintenance Enforcement to Support Neighborhood Quality and Provide Resources to Property Owners Who Need Assistance

- **For later discussion:** Research programs that encourage stronger partnerships between cities and landlords to enhance property maintenance, i.e. can the City do more to work with landlords?

2G Information is Available about Housing Options to Meet Different Mobility Needs

- No additional action.

2H Property Tax Relief Program for Qualified Residents

- No additional action.

2I Programs that Offer Residents Information on Strengthening Crime Prevention by Assessing and Protecting Private Property

- **Action:** Explore whether the Police Department is involved with Metro Elder Abuse Task Force.

## 3: Transportation

### Policy

3A Multiple Transportation Modes are addressed in the Comprehensive Plan

- No additional action.

3B Adopt Complete Streets or Comparable Policy; Take Steps to Implement

- No additional action.

3C Work to Ensure that Public Transit Stops Meet Needs of All Ages and Abilities

- No additional action.

3D Towards Zero Deaths

- **Suggestion:** Work toward a level of ridership that will justify a Max Bus Line.
- **Suggestion:** Improve the crosswalk at Fayette and improve access to the north side of Armour to provide access to Cerner and NKC Hospital. Work with MoDot to improve the pedestrian experience of Armour Road/Route 210 under the I-35 Bridge.
- **Suggestion:** Improve walkability of transit riders to stops along Burlington.

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

**Action**

3E Work with Partners to Implement Strategies to Support Independent Mobility for All Ages and Abilities

- **Suggestion:** Include Clay County Senior Services in discussion with nonprofit rideshare providers.

3F Provide Transportation Resource Information

- No additional action.

3G Construct Pedestrian Facilities to Connect Neighborhoods, Transit, and Other Locations like Retail

- No additional action.

3H Resources for Determining Older Driver Competency

- **Action:** Add the link to the Older Driver Safety content from KC Communities for All Ages website to the NKC website. <https://www.marc.org/Community/KC-Communities-for-All-Ages/Transportation-Mobility/General-Information> (This has been completed.)

3I Consider Application for Walk Friendly Designation from Pedestrian Bicycle Information Center

- **Action:** Submitted application for designation as a Walk-Friendly Community in 2015; staff will review to assess any changes that might lead to a resubmission.

3J Consider Application for Bicycle Friendly Community Designation from Bicycle League of America

- No additional action.

## **4: Social Inclusion, Communication, and Participation**

**Policy**

4A City Designs Programming that Reflect Understanding of its Demographics

- No additional action.

4B Comprehensive City Communication Plan that Reflects Diversity of Age, Culture, and Abilities

- No additional action.

4C City Communicates Information about Accessibility and Accommodations for City Activities and Events

- No additional action.

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

4D City Adopts Emergency Management Plan

- No additional action.

**Action**

4D City Communication Plan has Strategies for Reach Residents at Risk of Social Isolation

- **Suggestion:** Connect with staff at The Gardens to see if City Agendas can be provided to their residents.

4E City and Its Partners Showcase the Skills and Contributions of All Ages, Cultures, and Abilities

- No additional action.

4F City works with its Partners to Educate Residents about Emergency/Disaster Preparedness

- No additional action.

## 5: Civic Participation and Employment

**Policy**

5A City Policy Encourages Civic Participation by All Age Groups in Community

- **Recommendation:** Explore the inclusion of youth on City commissions and/or committees and/or adding a Youth Council.

**Action**

5B City Maintains and Promotes Volunteer and Employment Opportunities with Easy Means to Apply

- No additional action.

5C City Provides Flexible Volunteer Options for All Ages and Abilities, including Training, Recognition, and Guidance

- No additional action.

5D City Encourages Community Partners and Organizations to Use Volunteer Engagement and Management Best Practices

- **Suggestion:** Explore the possibility of inviting residents to volunteer on city-organized cleanup days in public spaces.
- **Suggestion:** Discuss with the Parks & Recreation Board ways to increase the number of volunteers at Parks & Recreation events.

# NKC Communities For All Ages Silver Level Executive Summary October 3, 2019

5E City and Its Partners Encourage Adaptable, Flexible Employment Practices to Meets Needs of All Ages

- No additional action.

5F City and Its Partners have Outreach Plan to Ensure Residents of All Ages Are Included in Community and Civic Conversations

- No additional action.

5G City Ensures that Meeting Locations are Accessible to All Residents and Meets Communication Needs and Challenges of Diverse Populations

- **Recommendation:** Explore how state statutes on open meetings intersect with the resident's desire to have input remotely through digital technology.

## 6: Community and Health Services

### Policy

6A City Plans Recognize Need for Accessible Health Care Options Served by Transportation Options

- **Recommendation:** Add information to City website about emerging services from MARC's Area Agency on Aging (AAA). The AAA Information & Referral Service is partnering with 211. MARC's Information & Referral Service number (816-421-8910) is automatically routed to 211.
  - Discussion at the Planning Commission included creating a Resident Resource magnet that included City, utility and partner contact information (Evergry, MGE, Clay County Senior Services, 211 - United Way of Greater KC.)
  - Discussion at the City Council was to ensure that the resident resource magnet fits the needs of North Kansas City.

### Action

6B City Partners with Health Care Organizations to Offer Health Services at Community Facilities

- No additional action.

6C City Partners with Local Health Department to Publicize Plans and Services to Improve Immunization Rates among City Residents

- No additional action.

6D City Personnel are Educated and Knowledgeable about Specialized Needs for Different Ages and Abilities, including Reporting Requirements for Abuse and Neglect, Regardless of Age

- **Recommendation:** Continue and strengthen partnerships with Clay County Senior Services.
- **Recommendation:** Relay comments about the desire for Library and Parks & Recreation staff to be trained to recognize the signs of child and elder abuse to the appropriate boards.

**NKC Communities For All Ages  
Silver Level Executive Summary  
October 3, 2019**

6E City Promotes and Enables Location of Full Services Grocery Stores and Retail Establishments that Expand Availability of Healthy Food Options

- No additional action.

6F City Works with Local Ambulance Service Providers to Ensure City Demographic Information is incorporated into Planning for Services

- No additional action.

6G City Partners with Health Care Organizations to Educate Citizens about Health Choices and Preventive Services, Including Benefits of Smoking Cessation

- No additional action.

6H City Encourages Healthy Eating by Providing Information about Home-delivered Meals, Food Banks, and other Resources

- No additional action.

6I City Supports Community Gardens and Similar Initiatives to Encourage Healthy Eating and Community Participation

- No additional action.

6J City and its Partners Provides Referrals to Residents needing more Intensive Services

- No additional action.



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# MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** November 19, 2019

**RE:** Budget Amendment – Downtown Streetscape Project

**Purpose:** At its meeting of November 5, 2019, the City Council instructed staff to bring before it for formal consideration a budget amendment resolution to condense the time period for the Downtown Streetscape project from its currently planned four years to one year.

**Background:** On September 24, 2019, the City Council held a Design Direction workshop with Confluence, the landscape architecture firm working with us on the downtown streetscape update project.

Part of the discussion that evening concerned the phasing of the eventual construction for this project. The adopted City budget shows this project costing \$3,000,000, distributed over four years, as shown below:

<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>Total</u>
\$500,000	\$500,000	\$1,000,000	\$1,000,000	<b>\$3,000,000</b>

There are benefits to condensing this project into fewer construction phases. Condensing this project into one phase is more cost effective because it avoids the cost escalation possible due to inflation, increased cost of materials, and other unknowns. It shortens the timeframe for construction impacts to downtown businesses. Spreading the project over multiple phases will increase the expense; in addition to cost escalation for materials, the City will be paying for multiple contractor mobilizations. Multiple phases also extend the total duration of construction, which might offset the flexibility of working around businesses and traffic.

**Recommendation:** Staff recommends approval of the budget resolution increasing the budgeted FY 2020 expenditure from \$500,000 to \$3,000,000.

**RESOLUTION NO. 19-078**

**A RESOLUTION AMENDING THE GAMING FUND BUDGET FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF \$2,500,000 FOR THE DOWNTOWN STREETScape PROJECT**

**WHEREAS**, the City of North Kansas City, Missouri adopted the fiscal year 2019-2020 Budget on September 17, 2019, Resolution No. 19-059, using estimates of income and expenditures established at that time; and

**WHEREAS**, the fiscal 2020 included \$500,000 for the first phase of the four-year Downtown Streetscape project; and

**WHEREAS**, on November 5, 2019 the City Council instructed staff to condense to project into one year; 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 \$2,500,000 from the Gaming Fund balance to condense the Downtown Streetscape project into one year rather than four as originally budgeted.

**NOW, THEREFORE, BE IT RESOLVED** that the following amendment shall be made to the fiscal year 2019-2020 Budget as follows:

<u>GAMING FUND</u>			
		<u>Increase</u>	<u>Decrease</u>
Revenues			
Fund Balance Appropriation	25-4999	\$2,500,000	
Expenditures			
Infrastructure	25-535-8770	\$2,500,000	

**DONE** this 19th day of November 2019

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

ATTEST:

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

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# MEMORANDUM



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**TO:** Mayor and City Council  
City Administrator

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

**DATE:** November 19, 2019

**RE:** Final Plat of Armour Road Redevelopment, Fifth Plat

## ***Background***

This plat concerns approximately 0.88 acres located at 1911 Armour Road. The property is currently unplatted and the location of the existing Burger King. The City of North Kansas City acquired this property through a settlement agreement with the previous owner as part of its larger redevelopment project in this area. Once the new Burger King store is completed on the east side of Vernon Street, the existing business will relocate, and the City will demolish the existing building. This lot will be redeveloped as part of the One North development area.

## ***Recommendation and Conditions***

At its November 7, 2019 meeting, the Planning Commission reviewed and, following a public hearing, approved the preliminary plat for this development; the Planning Commission also reviewed the final plat. The proposed plat was found to be in conformance with the approved Preliminary Plat and the Planning Commission unanimously recommended approval of the final plat.

The proposed final plat dedicates a water line easement for the extension of a water line on the north side of the property.

The Council may approve, approve with conditions, or deny the application.

Attachments: Final Plat

**AN ORDINANCE APPROVING THE FINAL PLAT OF ARMOUR ROAD REDEVELOPMENT, FIFTH PLAT IN THE CITY OF NORTH KANSAS CITY, MISSOURI.**

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

**WHEREAS**, proceedings were initiated pursuant to the subdivision regulations of the City of North Kansas City, Missouri, and in accordance with the Revised Statutes of the State of Missouri, for the review and approval of the Final Plat of *Armour Road Redevelopment, Fifth Plat*; and

**WHEREAS**, the *Armour Road Redevelopment, Fifth Plat Preliminary Plat* was submitted to the Planning Commission of the City of North Kansas City, Missouri on the 7<sup>th</sup> day of November, 2019 and was approved by the North Kansas City Planning Commission (the “**Planning Commission**”); and

**WHEREAS**, the *Final Plat of Armour Road Redevelopment, Fifth Plat* was submitted to the Planning Commission of the City of North Kansas City, Missouri and was recommended for approval by the Planning Commission to the City Council on the 7<sup>th</sup> day of November, 2019; and

**WHEREAS**, the *Final Plat of Armour Road Redevelopment, Fifth Plat* was submitted to the City Council of the City of North Kansas City, Missouri for final approval on the 19<sup>th</sup> day of November, 2019.

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

**Section 1.** The *Final Plat of Armour Road Redevelopment, Fifth Plat*, an addition in and to the City of North Kansas City, Missouri, has been reviewed by the Planning Commission in accordance with the Ordinances of the City of North Kansas City, Missouri, and the Revised Statutes of the State of Missouri, in such cases made and provided, and it appearing to the City Council of the City of North Kansas City, Missouri, that said Plat of Armour Road Redevelopment Fifth Plat, as platted, should be approved, and is in the interests of the citizens, subject to certain terms and conditions.

**Section 2.** Said plat, after due consideration of the City Council, is hereby approved for all purposes, subject however, to all easements, streets, and alleys as outlined, designated, and noted on the plat for a particular purpose, be and the same are hereby accepted for the purposes as therein set out.

**Section 3.** Approval of the *Final Plat of Armour Road Redevelopment, Fifth Plat* is granted subject to all ordinances, rules and regulations in effect at the time of approval of this ordinance.

**Section 4.** The City Clerk of the City of North Kansas City is hereby authorized and directed to acknowledge a certified copy of this ordinance in the form required by law for the acknowledgement and to the end the same may be recorded in the Office of the Recorder of Deeds of Clay County, Missouri, and to likewise cause the final plat to be acknowledged reflecting the approval of the Planning Commission and the approval of the City Council of the City of North Kansas City, Missouri, and causing to be affixed to said final plat the signature of the Chairman of the Planning Commission of the City and the signatures of the Mayor and City Clerk of the City.

**Section 5.** **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 6.** **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 7.** **Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8.** **Effective Date.** This Ordinance shall be in full force and effect immediately upon passage by the City Council and approval by the Mayor.

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

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Don Stielow, *Mayor*

**ATTEST:**

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Crystal Doss, *City Clerk*

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

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Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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

**CERTIFICATE**

STATE OF MISSOURI    }  
  } ss.  
COUNTY OF CLAY

The undersigned City Clerk of the City of North Kansas City, Missouri, does hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 9262 of the said City duly passed and approved according to law as fully as the same appears of record in my office in the Book of Ordinances in said City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my seal of said City this \_\_\_\_ day of November, 2019.

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

**ACKNOWLEDGEMENT**

STATE OF MISSOURI    }  
  } ss.  
COUNTY OF CLAY

On this \_\_\_\_ day of November, 2019, before me appeared Crystal Doss, to me personally known, who being duly sworn did state that she is the City Clerk of the City of North Kansas City, Missouri, a municipal corporation, and that the seal affixed to the foregoing certified copy is the seal of said municipal corporation and that said ordinance was signed and sealed on behalf of the City of North Kansas City, Missouri, by authority of the City Council and the said Crystal Doss, City Clerk, as aforesaid, acknowledges the same to be the free act and deed of said municipal corporation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal at my office in said County the day and year above written.

\_\_\_\_\_  
*Notary Public*

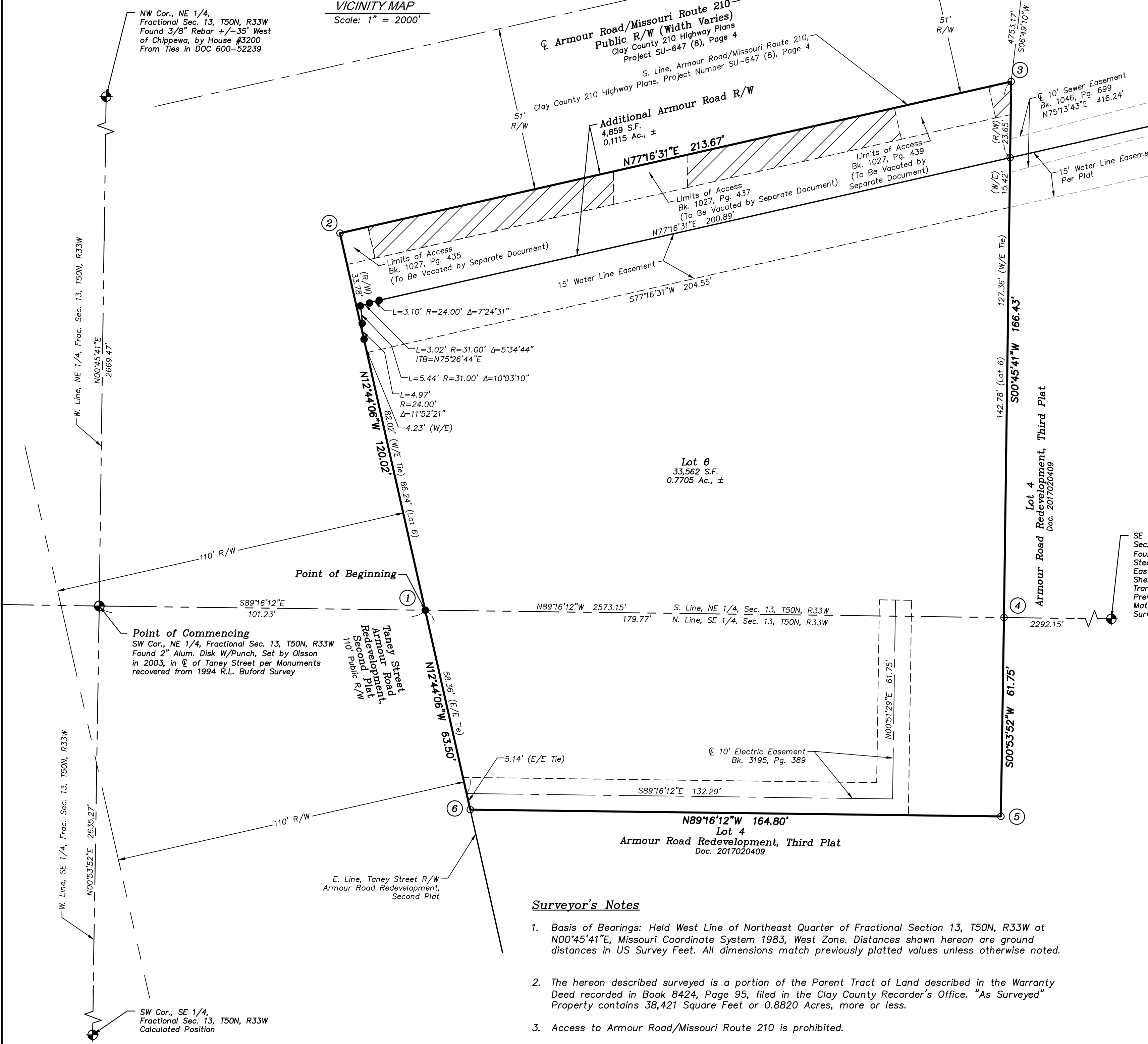
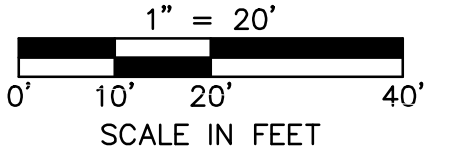
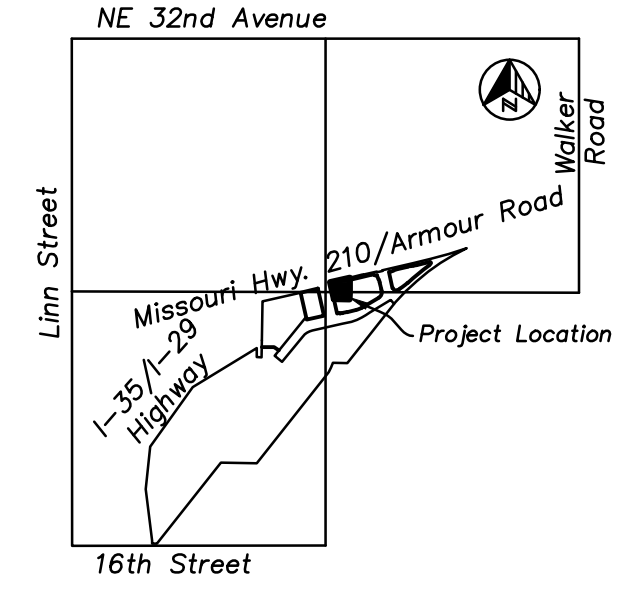
My Commission expires:

\_\_\_\_\_

# Final Plat Armour Road Redevelopment, Fifth Plat

An unplatted tract of land lying in the East Half of Fractional Section 13, Township 50 North, Range 33 West, in North Kansas City, Clay County, Missouri

- LEGEND**
- SECTION CORNER
  - SET 5/8" REBAR W/LC 366 CAP
  - FOUND REBAR W/LC 366 CAP
  - ⊗ SET CHISELED "X"
  - ⊗ FOUND CHISELED "X"
  - (M) MEASURED DIMENSION - THIS PLAT
  - (P) PREVIOUSLY PLATTED DIMENSION
  - (C) CALCULATED DIMENSION FROM RECORD
  - ▭ LIMITS OF NO ACCESS
  - R/W RIGHT OF WAY
  - S/E SANITARY SEWER EASEMENT
  - U/E UTILITY EASEMENT
  - W/E WATER LINE EASEMENT



**Property Description**

All that part of the East Half of Fractional Section 13, Township 50 North, Range 33 West, in North Kansas City, Clay County, Missouri, described by Timothy Blair Wiswell, MO PLS-2009000067, as follows:

COMMENCING at the Southwest Corner of the Northeast Quarter of Fractional Section 13, Township 50 North, Range 33 West; thence South 89 degrees 16 minutes 12 seconds East, on the South line of the Northeast Quarter of said Fractional Section 13, a distance of 101.23 feet to a point on the East line of Taney Street right of way, as established in Armour Road Redevelopment, Second Plat, a subdivision in North Kansas City, Clay County, Missouri, the POINT OF BEGINNING; thence North 12 degrees 44 minutes 06 seconds West, departing said South line, on said East line, a distance of 120.02 feet to a point on the South line of Armour Road/Missouri Route 210 right of way, as established in Clay County Highway Plans Project SU-647 (8); thence North 77 degrees 16 minutes 31 seconds East, departing said East line, on said South line, a distance of 213.67 feet to a point on the Northerly extension of the West line of Lot 4 of Armour Road Redevelopment, Third Plat, a subdivision in North Kansas City, Clay County, Missouri; thence South 00 degrees 45 minutes 41 seconds West, departing said South line, on said Northerly extension and on said West line, a distance of 166.43 feet to a point on said South line of said Northeast Quarter; thence South 00 degrees 53 minutes 52 seconds West, departing said South line, continuing on said West line, a distance of 61.75 feet to a point; thence North 89 degrees 16 minutes 12 seconds West, continuing on said West line, a distance of 164.80 feet to a point on the East line of said Taney Street right of way; thence North 12 degrees 44 minutes 06 seconds West, departing said West line, on said East line, a distance of 63.50 feet to the POINT OF BEGINNING, containing 38,421 Square Feet or 0.8820 Acres, more or less.

**Dedication**

The undersigned owner(s) of the property described herein have the same to be subdivided in the manner shown on this plat and said property shall hereafter be known as "Armour Road Redevelopment, Fifth Plat." It shall be a sufficient description of the lots on this plat to hereafter designate the same by the number appearing near the center of the lot followed by the words: "Armour Road Redevelopment, Fifth Plat."

An easement or license is also hereby granted to the City of North Kansas City, Missouri to locate, construct and maintain, and to authorize the location, construction, maintenance or use of conduits, for all and any purpose, water, gas and sewer mains, poles, wires, anchors and appurtenances thereto, or any or all of them upon, under and along the strips of land outlined on this plat and designated "Utility Easement" or "U/E".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways and avenues not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify North Kansas City, Missouri, from any expense incident to the relocation of any such existing utility installations within said prior easement.

**Execution**

OWNER of Lot 6 and Armour Road: City of North Kansas City, Missouri

In testimony whereof, the undersigned owner(s) has/have hereunto set their hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Owner  
State of Missouri )  
County of Clay )SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

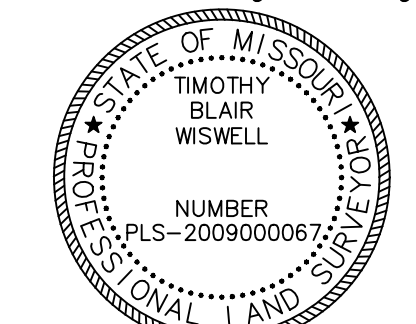
In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in said county and state the day and year last written above.

My appointment expires: \_\_\_\_\_ Signature \_\_\_\_\_

Point Table		
Point #	Grid Northing (m)	Grid Easting (m)
1	330529.6655	844957.7746
2	330565.3429	844949.7114
3	330579.6870	845013.2330
4	330528.9674	845012.5589
5	330510.1500	845012.2640
6	330510.7901	844962.0405

**Certification**

I hereby certify that the Final Plat of "Armour Road Redevelopment, Fifth Plat" is a subdivision is based on an actual survey made by me or under my direct supervision and that survey meets or exceeds the current "Minimum Standards for Property Boundary Surveys" as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and the Urban Property Accuracy Standards of the Missouri Department of Natural Resources. I further certify that the bearings shown on this plat are grid bearings, based on the State Plane Coordinate System of Missouri, Western Zone of the North American Datum of 1983; that the section and section subdivision corner monuments and Survey boundary corner monuments were either found or set as indicated on this plat; that the corner lots and street center lines have been marked with permanent monumentation as indicated on this plat; that I have complied with all State and Clay County Statutes, ordinances, and regulations governing the practice of Surveying and the plating of subdivisions to the best of my professional knowledge and belief.



By: Timothy Blair Wiswell, MO PLS No. 2009000067  
Olsson, LC-366  
twiswell@olsson.com

**Approvals**

Approved by the Planning Commission of the City of North Kansas City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Chairman \_\_\_\_\_

Approved by the City Council of the City of North Kansas City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Ordinance No: \_\_\_\_\_

Mayor Don Stielow \_\_\_\_\_

Clerk \_\_\_\_\_

**Surveyor's Notes**

1. Basis of Bearings: Held West Line of Northeast Quarter of Fractional Section 13, T50N, R33W at N00°45'41"E, Missouri Coordinate System 1983, West Zone. Distances shown hereon are ground distances in US Survey Feet. All dimensions match previously platted values unless otherwise noted.
2. The hereon described surveyed is a portion of the Parent Tract of Land described in the Warranty Deed recorded in Book 8424, Page 95, filed in the Clay County Recorder's Office. "As Surveyed" Property contains 38,421 Square Feet or 0.8820 Acres, more or less.
3. Access to Armour Road/Missouri Route 210 is prohibited.
4. 4,859 Square Feet or 0.1115 Acres of Additional Right of Way for Armour Road/Missouri Highway 210 is hereby dedicated to the Missouri Department of Transportation with the recording of this plat.
5. This survey meets or exceeds the Urban Property Accuracy Standard of Closure of 1:20,000 as defined by the Department of Insurance, Financial Institutions and Professional Registration, Division 2030, Chapter 16, Title 20 CSR 2030-16-040 - Accuracy Standards for Property Boundary Surveys, Effective June 30, 2017.

DWG: F:\PROJECTS\15-0889\40-Design\Survey\SRV\SURV\SURV\15-0889\_V\_FF5.dwg  
 DATE: Oct 14, 2019 8:31am  
 USER: m.bogina  
 REF:

Prepared By: Olsson  
7301 W. 133rd Street, Suite 200  
Overland Park, Kansas 66213  
Telephone (913) 381-1170

Prepared For: North Kansas City  
2010 Howell Street  
North Kansas City, MO 64116  
Telephone (816) 274-6000

7301 West 133rd Street, Suite 200  
Overland Park, KS 66213-4750  
TEL 913.381.1170 www.olsson.com

BY \_\_\_\_\_

REVISIONS DESCRIPTION

REV. NO.	DATE	DESCRIPTION

Final Plat  
Armour Road Redevelopment, Fifth Plat  
An unplatted tract of land lying in the East Half of  
Fractional Section 13, Township 50 North, Range 33 West  
North Kansas City, Clay County, Missouri

2019

drawn by: MJB  
checked by: TBW  
approved by: TBW  
QA/QC by: TBW  
project no.: A15-0889  
drawing no.: 50889\_V\_FF5  
date: 2019.10.14

SHEET  
1 of 1



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## MEMORANDUM

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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** November 19, 2019

**RE:** Seventh Amendment to Employment Agreement for Public Works Director

Before the City Council is an ordinance to amend the employment agreement of Patrick Hawver, the City's Public Works Director. The amendment provides Mr. Hawver with an increase to his current salary in the amount of 3.76%, the amount he is entitled to for someone in his position in his pay quartile who has earned a rating of "Meets Expectations," based on the budgeted FY 2020 increase for all City employees. This follows the same process as for other City employees.

This particular amendment modifies Mr. Hawver's employment agreement only at Section 3.1 (Compensation). No other changes to the employment agreement are recommended.

**AN ORDINANCE APPROVING AND ADOPTING THE SEVENTH AMENDMENT/  
ADDENDA TO EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF  
NORTH KANSAS CITY, MISSOURI, AND PATRICK A. HAWVER, PUBLIC WORKS  
DIRECTOR.**

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

**WHEREAS**, the City and Patrick A. Hawver (“**Employee**”), entered into that certain Employment Agreement dated February 5, 2013 (the “**Employment Agreement**”), which was previously amended most recently by Ordinance No. 9142; and

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

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

**Section 1.** Approval and Authorization of Seventh Amendment. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into the Seventh Amendment/Addenda to Employment Agreement (the “**Seventh Amendment**”) with Patrick A. Hawver, who is employed with the City of North Kansas City, Missouri as its Public Works Director. A copy of the Seventh Amendment is attached hereto, marked “Exhibit A”, and is incorporated herein by reference. The provisions of the Seventh Amendment are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and City Clerk are hereby authorized and directed to execute the Seventh Amendment on behalf of the City of North Kansas City, Missouri.

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

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

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

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

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

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Don Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

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

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Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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

# **EXHIBIT “A”**

**SEVENTH AMENDMENT/ADDENDA TO EMPLOYMENT AGREEMENT**

**THIS SEVENTH AMENDMENT/ADDENDA** (this “**Seventh Amendment**”) is to that certain Employment Agreement dated the 5<sup>th</sup> day of February, 2013 (“**Employment Agreement**”), previously amended, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri municipal corporation (the “**Employer**”), and PATRICK A. HAWVER (the “**Employee**”), for the employment of the Employee by the Employer as Public Works Director.

**IT IS HEREBY UNDERSTOOD** and agreed that the following changes are incorporated into and made a part of the aforementioned Employment Agreement:

**Section 3.0 COMPENSATION**

3.1 Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Fifteen Thousand Four Hundred Fifty-two and No/100 Dollars (\$115,452) payable in installments at the same time that the other employees of the Employer are paid. This salary shall become effective December 21, 2019.

**FULL FORCE AND EFFECT.** Except as modified by this Seventh Amendment, the Employment Agreement, as previously amended, shall remain in full force and effect and all other terms and provisions of the Employment Agreement are hereby reaffirmed and ratified.

**DATED** this \_\_\_\_\_ day of November, 2019.

**(Employer)**

**(Employee)**

CITY OF NORTH KANSAS CITY, MISSOURI

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

\_\_\_\_\_  
Patrick A. Hawver

## MEMORANDUM

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TO: The Honorable Mayor and Members of the City Council

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

cc: Eric Berlin, *City Administrator*

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

DATE: November 19, 2019

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

**REMARKS:** The purpose of this Sixth Amendment is to provide Mr. Berlin with an increase in his compensation for carrying out the duties of City Administrator for the City. It is my understanding that this increase is based upon your recent evaluation of Mr. Berlin. The increase in Mr. Berlin’s compensation is retroactive to June 16, 2019 (the anniversary date of his date of hire, which is June 16, 2014). Each year Mr. Berlin’s increase in compensation has been retroactive to the anniversary of his date of hire.

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

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

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

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

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

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

**Section 1.** Approval and Authorization of Sixth Amendment. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into the Sixth Amendment/Addenda to Employment Agreement with Eric Berlin (the “**Sixth Amendment**”), who is employed with the City of North Kansas City, Missouri as its City Administrator. A copy of the Sixth Amendment is attached hereto, marked “**Exhibit A**”, and is incorporated herein by reference. The provisions of said Sixth Amendment are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and City Clerk are hereby authorized and directed to execute the Sixth Amendment on behalf of the City of North Kansas City, Missouri.

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

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

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

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

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

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

ATTEST:

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

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

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

**APPROVED AS TO FORM:**

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

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



# **EXHIBIT “A”**

**SIXTH AMENDMENT/ADDENDA TO EMPLOYMENT AGREEMENT**

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

**IT IS HEREBY UNDERSTOOD** and agreed that the following changes are incorporated into and made a part of the aforementioned Employment Agreement:

**Section 3.0    COMPENSATION**

3.1    Base Salary: The Employer agrees to pay the Employee an annual base salary of One Hundred Forty-one Thousand Twenty-two and No/100 Dollars (\$141,022), payable in installments at the same time that the other employees of the Employer are paid. This annual salary shall be retroactive to June 16, 2019, the anniversary date of Employee’s employment with Employer.

**FULL FORCE AND EFFECT.** Except as modified by this Sixth Amendment, the Employment Agreement, as previously amended, shall remain in full force and effect and all other terms and provisions of the Employment Agreement are hereby reaffirmed and ratified.

**DATED** this \_\_\_\_\_ day of November, 2019.

**(Employer)**

**(Employee)**

CITY OF NORTH KANSAS CITY, MISSOURI

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

\_\_\_\_\_  
Eric Berlin

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## MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Crystal Doss, City Clerk

**DATE:** November 19, 2019

**RE:** Ordinance Calling for the April Election

Before each election, the City is required to pass an ordinance calling for that election. Attached is the ordinance calling for our General Election to be held on April 7, 2020. This year's election will be for a Councilmember from each Ward. The filing for declaration of candidacy will be from 8:00 AM on December 17, 2019 and closes at 5:00 PM on January 21, 2020.

If you have any questions, please give me a call.

**AN ORDINANCE CALLING FOR A GENERAL ELECTION TO BE HELD ON APRIL 7, 2020, FOR THE PURPOSE OF ELECTING ONE QUALIFIED COUNCILMEMBER FROM EACH OF THE FOUR WARDS IN THE CITY OF NORTH KANSAS CITY, MISSOURI.**

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

**WHEREAS**, each year there is a general municipal election for the purpose of electing qualified residents to serve in various elective offices within the City; and

**WHEREAS**, on April 7, 2020, there is a need to hold a general municipal election for the purpose of electing a qualified resident from each of the City’s four wards to serve as a member of the City Council.

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

**Section 1.** A municipal non-partisan general election shall be held on Tuesday, April 7, 2020, in the City of North Kansas City, Missouri, for the purpose of electing one person to the office of Councilmember from each of the City’s four wards.

**Section 2.** The said municipal general election shall be held in accordance with the laws of the State of Missouri and Ordinances of the City of North Kansas City, Missouri, and such election shall be conducted by the Clay County Board of Election Commissioners. The filing of declaration of candidacy may begin not earlier than 8:00 a.m. on Tuesday, December 17, 2019, and will be accepted until 5:00 p.m. on Tuesday, January 21, 2020.

**Section 3.** At or before 5:00 p.m. on January 28, 2020, the City Clerk shall give notice of the said municipal general election to the Clay County Board of Election Commissioners, including a sample ballot duly certifying the candidates at the said election.

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

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

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Don Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

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

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Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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

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## MEMORANDUM

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**TO:** Honorable Mayor Stielow & City Council Members

**FROM:** Shirley Land, Finance Manager

**DATE:** November 19, 2019

**RE:** Agreement for Services with Global Payments, the provider of Open Edge On-Line Credit Card Services

Finance staff and EnerGov Software are in the process of converting the Business Licensing process from Incode to EnerGov. The EnerGov Business Licensing software will allow businesses to renew and pay for licenses on-line.

The only credit card service compatible with the EnerGov software is Open Edge. To allow our customers the convenience of on-line renewal, it is necessary to enter into the attached agreement with Global Payments, the provider of Open Edge on-line credit card services.

If the Council wishes to offer this convenience, staff recommends approval of the attached agreement.

## RESOLUTION NO. 19-080

### A RESOLUTION APPROVING AN AGREEMENT FOR OPEN EDGE ONLINE CREDIT CARD SERVICES WITH GLOBAL PAYMENTS DIRECT, INC.

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

**WHEREAS**, the City is in the process of converting the business licensing process for the City from Incode to EnerGov; and

**WHEREAS**, the EnerGov business licensing software will allow businesses to renew and pay for licenses online; and

**WHEREAS**, the only credit card service compatible with EnerGov is Open Edge software provided by Global Payments Direct, Inc.; and

**WHEREAS**, the City desires to enter into an agreement with Global Payments Direct, Inc. for the Open Edge online credit card services.

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

**Section 1.** **Authorization of Agreement.** The City Council hereby finds and determines that it is the best interests of the City and its citizens to enter into and approve the Merchant Application, including the Terms and Conditions (collectively, the “**Agreement**”) between the City and Global Payments Direct, Inc., which agreement shall be in substantially the form of “Exhibit 1”, attached hereto and incorporated herein by reference. The costs associated with the Agreement are hereby authorized and approved.

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

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

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

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

**DONE** this 19<sup>th</sup> day of November, 2019.

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Don Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*



# **EXHIBIT “1”**



## Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: City Of North Kansas City		Merchant's Legal Name: City Of North Kansas City	
Physical Street Address (No P.O. Box): 2010 Howell		Legal Address: 2010 Howell	
City, State, Zip: North Kansas City, MO 64116		City, State, Zip: North Kansas City, MO 64116	
DBA Phone: (816) 274-6000	Fax: (816) 421-5046	Corp. Phone: (816) 274-6000	Fax: (816) 421-5046
Contact Name at this Address: Shirley Land		Contact Name at this Address: Shirley Land	
E-Mail: sland@nkc.org		E-Mail: sland@nkc.org	
Customer Service Phone # (Required for MOTO and Internet merchants only): (816) 274-6000			
Website Address (Required for Internet merchants): nkc.org			

Merchant Profile	Amex/Visa/MasterCard/Discover Information
<b>Ticker Symbol:</b> Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality	<b>Market Type:</b> <input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MO/TO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-card <input type="checkbox"/> Cash Advance <input checked="" type="checkbox"/> E-commerce <input type="checkbox"/> Other
Type of Goods or Services Sold: Business Licenses and Permits	<b>SIC Code:</b> 9399
Years in business under current ownership: 107	<b>Federal Tax ID#</b> 4   4   6   0   0   0   2   3   6
Do you currently accept Amex/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does merchant accept transactions before the customer receives product or service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No How long does customer wait before product is received? _____ % of sales in this category _____ % cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____ Does merchant offer warranties, dues, subscriptions, memberships or other extended services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual Amex/Visa/MC/Discover Sales: <u>\$500,000</u> Average Ticket: <u>\$200</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$500,000</u>	

Member Bank (Acquirer) Information
Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

<b>Important Member Bank (Acquirer) Responsibilities</b> 1. A Visa Member is the <b>only entity</b> approved to extend acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for and must provide settlement funds to the merchant. 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.	<b>Important Merchant Responsibilities</b> 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa International Operating Regulations.
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<b>Merchant Resources</b> <ul style="list-style-type: none"> <li>• You may download "Visa Regulations" from Visa at: <a href="https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf">https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf</a></li> <li>• You may download "MasterCard Rules" from MasterCard at: <a href="http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html">http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html</a></li> <li>• You may download additional merchant information from Discover at: <a href="http://www.discovernetwork.com/merchants/index.html">http://www.discovernetwork.com/merchants/index.html</a></li> <li>• You may download "American Express Merchant Operating Requirements" at: <a href="https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf">https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf</a></li> </ul>	The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.
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Merchant's Signature: X	Name (printed): Donald Stielow	Title: City Mayor	Date	← #1
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For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Merchant Initials: \_\_\_\_\_ ← #2

**Credit/Debit Card Services and Fee Schedule\***

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> VISA Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> MasterCard Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> Discover Bus. Card	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500 %	\$ 0.1500	\$
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$ 0.2900	\$
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$ 0.3500	\$
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		0.4500 %	\$ 0.0000	\$ 0.1000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		0.4500 %	\$ 0.0000	\$ 0.1000

Merchant FNS# \_\_\_\_\_ Cash Benefits:  YES  NO Daily Discount:  YES  NO

**Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)**

Surcharges:  Tiered  Pass-Through Plus  Interchange Plus

\_\_\_\_\_ Rewards Discount \_\_\_\_\_ Pass-Through Plus

\_\_\_\_\_ Mid-Qualified Discount

\_\_\_\_\_ Non-Qualified Discount

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

**Other Fees (Per occurrence fees marked with a \*)**

\$ _____ Non-Refundable Application Fee *	\$ _____ Virtual Site Survey Fee *	\$ 15.00 Chargeback Fee *
\$ 0.00 Membership Fee	\$ 2.50 Retrieval Fee *	Monthly Debit Card Membership Fee
\$ 5.60 Monthly Regulatory Compliance Fee	\$ 10.00 Minimum Monthly Discount	Global Transport VT (Recurring Billing)
\$ _____ Annual Association Technology Fee	\$ 0.05 Voice AVS Fee *	Setup Fee *
\$ _____ Global Access @dantage Monthly Fee	\$ 14.75 PCI ASSURE Monthly Fee	Global Transport VT (Recurring Billing)
\$ 0.60 Voice Authorization Fee *	\$ 39.00 PCI ASSURE Non-Compliance	Monthly Fee
\$ 0.20 Batch/ACH Fee *	Fee (monthly)	Global Transport VT (Recurring Billing)
\$ 15.00 Non-Sufficient Fund *	Data Monitoring Fee *	Transaction Fee *
\$ 5.00 Account Maintenance Fee	Other: _____	CE Suite Base Amount
\$ _____ Gateway Monthly Fee	\$ _____ Gateway Setup Fee	

**Association Fees and Assessments (Per occurrence fees marked with a \*)**

0.1300%	GP Fee - DISC Assessments *	\$ 0.0550	GP Fee - MC Data Integrity *
0.5500%	GP Fee - DISC Intl Processing *	\$ 0.0025	GP Fee - MC CVC2 *
0.8000%	GP Fee - DISC Intl Service *	0.1300%	GP Fee - MC Assessments *
0.1000%	GP Fee - PayPal Assessment *	0.1400%	GP Fee - MC Assessments Lg Tkt *
\$ 0.0250	GP Fee - PayPal Participation *	0.0200%	GP Fee - MC Acceptance & Licensing *
0.1400%	GP Fee - VISA Assessments-Credit *	0.6000%	GP Fee - MC Cross Bdr Domestic *
0.1300%	GP Fee - VISA Assessments-Debit *	1.0000%	GP Fee - MC Cross Bdr Foreign *
1.0000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.8500%	GP Fee - MC Acq Program Support *
1.4000%	GP Fee - VISA Intl Svc Assessment *	0.0100%	GP Fee - MC Digital Enablement *
0.4500%	GP Fee - VISA Intl Acquiring *	\$ 1.2500	GP Fee - MC Monthly Fee
\$ 0.1000	GP Fee - VISA Trans Integrity *	0.2500%	GP Fee - MC Integrity - Final Auth (Max) *
\$ 0.0195	GP Fee - VISA APF - Credit *	\$ 0.0400	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$ 0.0155	GP Fee - VISA APF - Debit *	\$ 0.0450	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$ 0.0395	GP Fee - Visa APF Intl - Credit *	0.4000%	GP Fee - AMEX Inbound *
\$ 0.0355	GP Fee - Visa APF Intl - Debit *	0.1500%	GP Fee - AMEX Network *
\$ 0.0250	GP Fee - VISA AVS Only *	0.3000%	GP Fee - AMEX CNP *
\$ 0.0900	GP Fee - VISA Misuse of Auth *		GP Fee - AMEX Access *
\$ 0.0300	GP Fee - MC Acct Status Inquiry *	0.4500%	GP Fee - Settlement Funding Fee *

**Personal Guaranty**

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

**Signature of Guarantor (please sign below)**

X \_\_\_\_\_, an individual

**Name (printed):**

N/A

**Signature of Guarantor (please sign below)**

X \_\_\_\_\_, an individual

**Name (printed):**

**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Donald Stielow	Title: City Mayor	Equity Owned: 0 %	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 9 9 9 9 9 9 9 9 9	Home Phone #: (816) 412-7813
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Home Address: 2010 Howell	City: North Kansas City	State: MO	Zip Code: 64116	Years There: 2
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
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Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials?  Yes  No If "yes," please attach details.

**Bank Information (Attach Voided Check or Bank Letter):**

Routing Number:										DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	0	8	1	0	0	0	0	3	2	172080900058	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Merchant Site Survey Report (To be Completed by Sales Representative)**

Merchant Location:  Retail Location with Store Front  Office Building  Residence  Other: \_\_\_\_\_

Surrounding Area:  Commercial  Industrial  Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business?  Yes  No

If no, explain: \_\_\_\_\_

Does the Merchant use a Fulfillment House?  Yes  No If yes, was the Fulfillment House inspected?  Yes  No

The Merchant:  Owns  Leases the business premises

Further comments by inspector (must complete): \_\_\_\_\_

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): \_\_\_\_\_

Representative Name: \_\_\_\_\_ Representative Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Sales Rep Name: \_\_\_\_\_ Sales Rep Code: 6329 Sales Phone Number: \_\_\_\_\_ Sales Email Address: \_\_\_\_\_

Amex annual volume < \$1,000,000  YES  NO Amex Acceptance  YES  NO Amex Marketing  YES  NO

# American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

**Merchant's Signature** X **Name (printed):** Donald Stielow **Title:** City Mayor **Date:** \_\_\_\_\_

## Hardware

Process Method:  EDC  Touchtone  Paper  
 Platform:  East  Central  Other \_\_\_\_\_  
 Imprinter:  Own  Purchase  
 Purchase Price per Unit: \$ \_\_\_\_\_  
 Purchase Quantity - Standard: \_\_\_\_\_  
 Purchase Quantity - Handheld: \_\_\_\_\_  
 Total Regular Plates Needed: 1  
 Total Amex Plates Needed: 1  
 Total Plastic Cards Needed: 1  
 Global to schedule download?  Yes  No  
 Global to train?  Yes  No  
 Own/Reprogram  Purchase  Lease  Rental

Terminal Type: \_\_\_\_\_  
 Pinpad Type: \_\_\_\_\_  
 Printer Type: \_\_\_\_\_  
 Check Reader: \_\_\_\_\_  
 Terminal Application / PC Software Type: \_\_\_\_\_

Number of TIDS: 1 Product: X-Charge  
 Term type: XC2 Third Party Settlement  
 Terminal  Host  
 Global PC Software:  Own  Purchase  
 If purchase, price \$ \_\_\_\_\_ # of payments: \_\_\_\_\_

Qty	Hardware Device	Rental/Purchase	Unit Price
Special Instructions: Y (IC+)			

**Cardholder Data Storage Compliance & Service Provider**

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
The signing merchant listed below has experienced an account data compromise.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
(I have never accepted payment cards.)			
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
(I have never accepted payment cards.)			
Merchant utilizes an EMV enabled terminal	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

\*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

**It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.**

**Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization**

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

**IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1: X	Name (printed): Donald Stielow	Title: City Mayor	Date:	← #7
Merchant's Signature - Owner/Officer Name 2: X	Name (printed):	Title:	Date:	
Merchant's Signature - Owner/Officer Name 3: X	Name (printed):	Title:	Date:	
Merchant's Signature - Owner/Officer Name 4: X	Name (printed):	Title:	Date:	
Signing for Global Payments Direct, Inc.: X	Name (printed):	Title:	Date:	
Signing for Member: X	Name (printed):	Name of Member (printed): Wells Fargo Bank	Date:	

## **CARD SERVICES TERMS & CONDITIONS**

### **PLEASE READ SECTION 17 (“DISPUTE RESOLUTION”) CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS**

#### **1. GENERAL.**

The “Card Services Agreement” consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or “you”), Global Payments Direct, Inc. (“Global Direct”), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application (“Member”) is a member of Visa USA, Inc. (“Visa”) and MasterCard International, Inc. (“MasterCard”). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. (“American Express”), and a registered acquirer for Discover Financial Services LLC (“Discover”). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner’s Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant’s Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the “Services”). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT’S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT’S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

#### **2. SERVICE DESCRIPTIONS.**

**Credit Card Processing Services:** Global Direct’s credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders’ banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant’s request, Global Direct may facilitate the transmission of certain payment card transactions (“Switched Transactions”) to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct’s prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

**EBT Transaction Processing Services:** Global Direct offers electronic interfaces to Electronic Benefits Transfer (“EBT”) networks for the processing of cash payments or credits to or for the benefit of benefit recipients (“Recipients”). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services (“FNS”) food stamp benefits (“FS Benefits”) and/or government delivered cash assistance benefits (“Cash Benefits,” with FS Benefits, “Benefits”) to Recipients through the use of a state-issued card (“EBT Card”).

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant’s account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant’s subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

#### **3. PROCEDURES.**

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct’s website at [www.globalpaymentsinc.com](http://www.globalpaymentsinc.com). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant’s ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa’s Cardholder Information Security Program, MasterCard’s Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

#### **4. MARKETING.**

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

#### **5. PAYMENT, CHARGES AND FEES.**

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

#### **6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprints, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative.



Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

## **7. FINANCIAL INFORMATION.**

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

## **8. CHANGE IN BUSINESS.**

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

## **9. TRANSFERABILITY.**

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be **limited to, the authority and right to debit the Merchant's account(s) as described herein.**

## **10. WARRANTIES AND REPRESENTATIONS.**

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability

for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

## **11. INDEMNITY.**

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

## **12. LIMITATION OF LIABILITY.**

- 12.1** NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.
- 12.2** THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.
- 12.3** UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

**12.4 IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

**13. TERM AND TERMINATION.**

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to im printers, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

**14. RETURNED ITEMS/CHARGEBACKS.**

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

**15. RESERVE ACCOUNT.**

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated

depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

## **16. DEFAULT/SECURITY INTEREST.**

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

## **17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER**

**NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES**

- 17.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS). ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in

effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

- 17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.
- 17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

## **18. AMENDMENTS.**

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

## **19. WAIVER.**

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

## **20. EXCHANGE OF INFORMATION.**

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

## **21. GENERAL.**

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

## **22. NOTICES.**

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc. - 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

## **23. MERGER.**

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

## **24. EFFECTIVE DATE.**

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

## **25. DESIGNATION OF DEPOSITORY.**

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement.

Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

## **26. FINANCIAL ACCOMMODATION.**

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

## **27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks.

Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

## **28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.**

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

## **29. DECLINE MINIMIZER SERVICES.**

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

## **30. DISCOVER PROGRAM MARKS.**

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

## **31. PAYPAL MARKS.**

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

## **32. AMERICAN EXPRESS CARD ACCEPTANCE.**

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made,

at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 32, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 32 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

### **33. ELECTRONIC SIGNATURES.**

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

### **34. SURCHARGES/OTHER FEES.**

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time.



Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website ([www.globalpaymentsinc.com](http://www.globalpaymentsinc.com)) for best practices information and to license Global Access @dantage (GA@) or Business View for transaction detail review.

The items listed in this Section 34 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

## **SURCHARGES FOR PREDOMINANT MARKET SECTORS**

### **Retail/Restaurant Electronic Merchant**

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

### **Restaurant Electronic Merchant**

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

### **Supermarket Electronic Merchant**

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Emerging Market Electronic Merchant**

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

### **MOTO Electronic Merchant**

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

### **Public Sector Electronic Merchant**

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Purchase Card Electronic Merchant**

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

### **Lodging/Auto Rental Electronic Merchant**

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

### **Paper Deposit Merchant**

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

### **Debit Card Merchant**

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

**Card Present: / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326, or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

**Global Payments Direct Inc.** is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

**Debit sponsorship** is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

## Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

### Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

**IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

#### Additional Owners

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

**BILL NO. 7468**

**ORDINANCE NO. 9265**

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS  
DUE AND PAYABLE BY THE CITY THROUGH NOVEMBER 15, 2019**

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

**SECTION 1.** The City Council hereby authorizes payment from the funds of the City of North Kansas City, Missouri, the following sums:

A. General Fund	107,469.15
B. Payroll Transfers	407,140.87
C. Transportation Sales Tax	90,537.30
D. Convention & Tourism	108,194.80
E. Gaming Fund	42,210.99
F. Community Center	—
G. Water Fund	84,990.01
H. Sewerage System Fund	17,474.61
I. Pension Fund	—
J. Northgate Capital Project	9,091.50
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 867,109.23
	<hr/> <hr/>

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

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

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

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

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

**ATTEST:**

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



## PAYMENT ORDINANCE DETAIL FOR NOVEMBER 15, 2019

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ -	107,469.15	107,469.15
PARKS & RECREATION	-	11,954.66	11,954.66
LIBRARY	-	6,172.64	6,172.64
TRANSPORTATION	-	90,537.30	90,537.30
CONVENTION & TOURISM	-	108,194.80	108,194.80
GAMING FUND	-	42,210.99	42,210.99
NORTHGATE CAPITAL PROJECT	-	9,091.50	9,091.50
HEALTH FUND	-	—	—
WATER	-	84,990.01	84,990.01
SEWER	-	17,474.61	17,474.61
COMMUNITY CENTER	-	0.00	—
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
<b>REPORT SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ 478,095.66</b>	<b>\$ 478,095.66</b>

**PAYROLL TRANSFERS THROUGH NOVEMBER 15, 2019** 407,140.87

**Total Payments** \$ **885,236.53**

Less Parks & Library (18,127.30)

**ORDINANCE TOTAL** \$ 867,109.23





North Kansas City, MO

# Expense Approval Report

By Segment (Select Below)

Payment Dates 11/06/2019 - 11/20/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
MO DEPT SALES TAX	117655	10/30/2019	October 2019 Sales Tax	60-2050	6,940.11
MICHAEL A KINDER	117640	11/05/2019	Ford, Reeva 190083270, 271	10-3020	150.00
MICHAEL A KINDER	117640	11/05/2019	Clark, Christian D 190085312	10-3020	100.00
MICHAEL A KINDER	117640	11/05/2019	Nealy, Tracey R 190085370, 371...	10-3020	150.00
Roberta Larsen	117656	11/05/2019	Refund for Winter Wreath with...	20-4663	40.00
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - EE	10-2243	3,238.66
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - EE	20-2243	36.50
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - EE	21-2243	0.50
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - EE	22-2243	403.60
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - EE	60-2243	62.90
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - EE	61-2243	105.20
Landon M Earl	117638	11/07/2019	Bond Return	10-2430	450.00
FRY & ASSOCIATES, INC	117687	11/07/2019	INSTALLATION OF STRUCTURE	10-3060	2,800.00
JACKSON COUNTY CIRCUIT CO...	117653	11/11/2019	Young, Christopher 1616-CR03...	10-2101	150.00
Marilyn Hilton	117654	11/11/2019	Refund for Winter Wreath & Wa...	20-4663	62.00
CLAY COUNTY CIRCUIT COURT D...	117650	11/12/2019	Von Ruden, Andrew 16CY-CR02...	10-2101	250.00
CITY OF NORTH KANSAS CITY	117649	11/13/2019	FLEX DC	10-2266	499.98
CITY OF NORTH KANSAS CITY	117649	11/13/2019	FLEX MEDICAL	10-2267	882.36
CITY OF NORTH KANSAS CITY	117649	11/13/2019	FLEX MEDICAL	20-2267	95.00
CITY OF NORTH KANSAS CITY	117649	11/13/2019	FLEX MEDICAL	21-2267	122.73
CITY OF NORTH KANSAS CITY	117649	11/13/2019	FLEX MEDICAL	22-2267	38.46
CITY OF NORTH KANSAS CITY	117649	11/13/2019	FLEX MEDICAL	60-2267	150.00
USBANK - INSTITUTIONAL TR...	117658	11/13/2019	P&F PENSION POLICE-EE	10-2251	2,799.01
USBANK - INSTITUTIONAL TR...	117658	11/13/2019	P&F PENSION FIRE-EE	10-2251	4,174.86
					<b>23,701.87</b>

**Department: 505 - ADMINISTRATION**

RITA PEARCE	117642	09/11/2019	MML Annual Conference	10-505-5427	266.80
CUNNINGHAM VOGEL & ROST ...	117676	09/30/2019	ROW AND TELECOMMUNICATI...	10-505-6090	305.00
PRO PRINT INC	117728	09/30/2019	Old Credit	10-505-7001	-55.13
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	10-505-5310	71.07
BEARS PRINTING & BINDERY, IN...	117664	11/07/2019	FALL EDITION OF NEWSLETTER	10-505-6050	2,347.70
NECCO COFFEE INC	117716	11/07/2019	Coffee	10-505-7001	154.45
PRO PRINT INC	117728	11/07/2019	ENVELOPES	10-505-7001	194.00
NORTH KANSAS CITY BUS COU...	117718	11/07/2019	Tom Barzee	10-505-5426	22.00
NORTH KANSAS CITY BUS COU...	117718	11/07/2019	Councilmember ZC, FS, RP, BD ...	10-505-5427	110.00
OFFICE DEPOT INC	117723	11/07/2019	OFFICE SUPPLIES	10-505-7001	65.15
OFFICE DEPOT INC	117723	11/07/2019	Office Suuplies	10-505-7001	29.99
OFFICE DEPOT INC	117723	11/07/2019	OFFICE SUPPLIES	10-505-7001	135.67
WEST PUBLISHING CORP	117744	11/07/2019	LIBRARY PLAN CHARGES	10-505-6030	135.10
WEST PUBLISHING CORP	117744	11/12/2019	LEGAL -- WEST INFORMATION ...	10-505-6030	929.10
CAESARS ENTERTAINMENT OP ...	117669	11/12/2019	Employee Banquet location and...	10-505-5490	8,714.02
SPENCER FANE LLP	117737	11/13/2019	LEGAL WORK	10-505-6030	172.50
KANSAS CITY STAR	117697	11/13/2019	KANSAS CITY STAR ANNUAL SU...	10-505-7007	353.60

**Department 505 - ADMINISTRATION Total: 13,951.02**

**Department: 506 - MUNICIPAL COURT**

OFFICE DEPOT INC	117723	10/10/2019	OFFICE SUPPLIES	10-506-7001	16.14
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	10-506-5310	14.00
UNISOURCE DOCUMENT PROD...	117741	11/12/2019	BIZHUB C454e COPIER	10-506-8750	3,000.00
OFFICE DEPOT INC	117723	11/12/2019	OFFICE DEPOT - COURT 390146...	10-506-7001	144.78
OFFICE DEPOT INC	117723	11/12/2019	OFFICE DEPOT - COURT 390407...	10-506-7001	16.05

**Department 506 - MUNICIPAL COURT Total: 3,190.97**

**Department: 507 - ECONOMIC DEVELOPMENT**

BRYAN CAVE LEIGHTON PAISNE...	117666	09/30/2019	18TH AND SWIFT DEVELOPMEN...	10-507-6090	154.00
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## Expense Approval Report

Payment Dates: 11/06/2019 - 11/20/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
BRYAN CAVE LEIGHTON PAISNE...	117666	09/30/2019	GROCERY STORE	10-507-6090	77.00
BRYAN CAVE LEIGHTON PAISNE...	117666	11/07/2019	18TH AND SWIFT -- PROPOSED...	10-507-6090	154.00
<b>Department 507 - ECONOMIC DEVELOPMENT Total:</b>					<b>385.00</b>
<b>Department: 510 - FIRE</b>					
FD Signworks, LLC	117686	11/01/2019	SCBA Face Name plate	10-510-7010	49.95
MCKESSON MEDICAL-SURGICAL...	117706	11/01/2019	EPINEPHRINE	10-510-7011	92.22
MEDICAL EQUIPMENT SOLUTI...	117708	11/04/2019	Rental for the month	10-510-7011	33.00
Sauder Manufacturing Co	117734	11/04/2019	Station 2 beds with storage	10-510-8750	6,380.01
OFFICE DEPOT INC	117723	11/04/2019	Pens, pencils, binder clips	10-510-7001	38.03
DIAMOND MANUFACTURING I...	117681	11/04/2019	5 CAIRNS Leather front/Earlaps	10-510-7050	235.64
GALLS LLC	117688	11/04/2019	T. Solberg T-shirt	10-510-7050	43.70
GALLS LLC	117688	11/04/2019	Ben Bailey Rank Stripes	10-510-7050	34.88
GALLS LLC	117688	11/04/2019	Alex Meyer	10-510-7050	15.00
GALLS LLC	117688	11/04/2019	Rank Stripe 1 Row	10-510-7050	20.79
Office Essentials Inc	117724	11/06/2019	Kitchen & Bathroom supplies	10-510-7014	217.79
CENTRAL JACKSON CO FPD	117671	11/04/2019	Paramedic School 2019-2020 (6...	10-510-5426	2,000.00
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	10-510-5310	427.01
BLUE CROSS BLUE SHIELD OF K...	117635	11/06/2019	PCA INVOICE	10-510-5310	32.47
MERITAS HEALTH CORP	117639	11/06/2019	FD ANNUAL PHYSICALS	10-510-5440	34.00
NORTH KANSAS CITY HOSPITAL	117720	11/07/2019	FLU SHOTS	10-510-5440	1,365.00
Office Essentials Inc	117724	11/11/2019	Dishwasher Tabs for Station 2	10-510-7014	25.24
MEDASSURE HEARTLAND LLC	117707	11/11/2019	Flat rate for bio-hazard waste	10-510-7011	1.76
MEDASSURE HEARTLAND LLC	117707	11/11/2019	Flat rate for bio-hazard waste	10-510-7011	41.20
USBANK - INSTITUTIONAL TR...	117658	11/13/2019	P&F PENSION FIRE-ER	10-510-5220	9,292.44
BLUE CROSS BLUE SHIELD OF K...	117647	11/13/2019	PCA INVOICE	10-510-5310	129.31
<b>Department 510 - FIRE Total:</b>					<b>20,509.44</b>
<b>Department: 515 - POLICE</b>					
LITTLER & MENDELSON PC	117704	09/30/2019	LEGAL MATTER -- FOP MATTER	10-515-6030	1,221.00
LITTLER & MENDELSON PC	117704	09/30/2019	LEGAL WORK -- FOP MATTERS	10-515-6030	222.00
Brandon B Kahler	117636	10/27/2019	Clothing for Investigations Assi...	10-515-7050	215.52
ALAN BOLIN	117634	10/31/2019	Back up Gun Sights	10-515-7028	155.96
KUNKEL ENTERPRISES INC	117701	10/31/2019	CARWASH SOAP 30 GALLONS	10-515-7120	223.20
OUTDOOR RESTROOMS LLC	117726	10/31/2019	RANGE RESTROOM SERVICE N...	10-515-7022	55.00
GALLS LLC	117688	10/31/2019	PARKER'S UNIFORMS	10-515-7050	395.76
ALAN BOLIN	117634	11/01/2019	Gun oil & Cleaner	10-515-7028	97.80
ALAN BOLIN	117634	11/01/2019	2nd shipment of Gun Cleaning O...	10-515-7028	97.80
ERGOMETRICS & APPL PERSON...	117685	11/04/2019	OFFICER TESTING	10-515-6324	632.60
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	10-515-5310	363.99
BLUE CROSS BLUE SHIELD OF K...	117635	11/06/2019	PCA INVOICE	10-515-5310	1,148.28
NORTH KANSAS CITY HOSPITAL	117720	11/07/2019	FLU SHOTS	10-515-5440	105.00
NORTH KANSAS CITY HOSPITAL	117720	11/07/2019	FLU SHOTS	10-515-5440	840.00
NORTH KANSAS CITY BUS COU...	117718	11/07/2019	Kevin Freeman	10-515-5426	22.00
CHRISTOPHER M KIMMEL	117648	11/08/2019	Clothing Allowance - Investigati...	10-515-7050	257.77
INTERNATIONAL IDENTIFICATI...	117694	11/08/2019	Freight on Pet tags	10-515-7026	14.10
INTERNATIONAL IDENTIFICATI...	117694	11/08/2019	Purple Star shaped Pet tags	10-515-7026	50.00
ABY MANUFACTURING GROUP ...	117662	11/11/2019	PD- Badge purchase/refinish	10-515-7050	222.50
NECCO COFFEE INC	117716	11/11/2019	SUGAR CANNISTERS 20 OZ	10-515-6395	19.86
NECCO COFFEE INC	117716	11/11/2019	COFFEE ORDER	10-515-6395	31.50
911 CUSTOM LLC	117661	11/11/2019	PD- Vehicle maintenance	10-515-7140	146.67
911 CUSTOM LLC	117661	11/11/2019	PD- Vehicle maintenance	10-515-7140	170.00
911 CUSTOM LLC	117661	11/11/2019	PD- Vehicle maintenance	10-515-7140	70.21
EQUIFAX INFORMATION SERVIC...	117684	11/11/2019	CREDIT CHECK SERVICES	10-515-7018	75.00
ENFORCEMENT VIDEO LLC	117682	11/11/2019	SHIPPING COST	10-515-7120	15.00
ENFORCEMENT VIDEO LLC	117682	11/11/2019	IN-CAR CAMERA CABLE	10-515-7120	37.50
CLAY COUNTY SHERIFF DEPT	117673	11/11/2019	PRISONER HOUSING OCT 2019	10-515-7020	3,861.00
GT DISTRIBUTORS INC	117689	11/11/2019	V1 EXTERNAL VEST CARRIER RU...	10-515-7050	179.75
USBANK - INSTITUTIONAL TR...	117658	11/13/2019	P&F PENSION POLICE-ER	10-515-5220	6,230.06
BLUE CROSS BLUE SHIELD OF K...	117647	11/13/2019	PCA INVOICE	10-515-5310	298.28
<b>Department 515 - POLICE Total:</b>					<b>17,475.11</b>

## Expense Approval Report

Payment Dates: 11/06/2019 - 11/20/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 521 - BUILDINGS &amp; GROUNDS</b>					
LARRY CLAWSON	117702	10/03/2019	Truck 11	10-521-7140	1,235.32
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	10-521-5310	35.00
AIRTRONICS INTERNATIONAL I...	117663	11/11/2019	air freshner monthly service (\$...	10-521-7110	15.00
WALKER TOWEL & UNIFORM C...	117743	11/11/2019	Bi Weekly mat service at CH thr...	10-521-7110	51.00
HI-GENE'S JANITORIAL SVC INC	117691	11/11/2019	Monthly cleaning for PD & CH	10-521-6330	1,175.00
HI-GENE'S JANITORIAL SVC INC	117691	11/11/2019	cleaning supplies for PD & CH	10-521-7006	490.60
HI-GENE'S JANITORIAL SVC INC	117691	11/11/2019	Monthly cleaning for PD & CH	10-521-6330	585.00
COMMERCIAL LAWN CARE INC	117674	11/12/2019	mow and trim services	10-521-6090	555.00
C M J Lawn	117668	11/12/2019	irrigation repairs at 1806 Vernon	10-521-6090	585.00
MISSOURI DOOR CO INC	117713	11/12/2019	install new darwbar operator at...	10-521-7110	2,786.00
REDLINE AUTOMATIC FIRE	117730	11/12/2019	service call on backflow	10-521-7110	200.00
LARRY CLAWSON	117702	11/12/2019	oil leak repair on dump truck #6	10-521-7140	406.19
SHRED-IT US JV LLC	117736	11/12/2019	monthly shred services for CH, ...	10-521-6057	30.00
SHRED-IT US JV LLC	117736	11/12/2019	monthly shred services for CH, ...	10-521-6057	36.45
SHRED-IT US JV LLC	117736	11/12/2019	monthly shred services for CH, ...	10-521-6057	49.06
SAM'S CLUB	117733	11/12/2019	centerpull towels, breakroom s...	10-521-7090	217.56
<b>Department 521 - BUILDINGS &amp; GROUNDS Total:</b>					<b>8,452.18</b>
<b>Department: 524 - CONVENTION &amp; TOURISM</b>					
BRYAN CAVE LEIGHTON PAISNE...	117666	09/30/2019	RABBIT HOLE PARKING LOT LEA...	24-524-8770	1,655.50
MATHEW MAYNOR	117705	11/07/2019	November ExploreNKC.com su...	24-524-6090	525.00
OLSSON ASSOCIATES	117725	11/07/2019	LEGAL DESC CITY SEWER LINE R...	24-524-8770	800.00
BRYAN CAVE LEIGHTON PAISNE...	117666	11/12/2019	RABBIT HOLE PARKING LOT	24-524-8770	2,156.00
Gunter Construction Company	117690	11/13/2019	Rabbit Hole Parking	24-524-8770	91,480.50
Gunter Construction Company	117690	11/13/2019	Rabbit Hole Parking	24-524-8770	11,577.80
<b>Department 524 - CONVENTION &amp; TOURISM Total:</b>					<b>108,194.80</b>
<b>Department: 525 - PUBLIC WORKS ADMIN</b>					
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	10-525-5310	21.00
NORTH KANSAS CITY BUS COU...	117718	11/07/2019	Pat Hawver	10-525-5426	22.00
BLUE CROSS BLUE SHIELD OF K...	117647	11/13/2019	PCA INVOICE	10-525-5310	305.21
<b>Department 525 - PUBLIC WORKS ADMIN Total:</b>					<b>348.21</b>
<b>Department: 526 - COMMUNITY DEVELOPMENT</b>					
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	10-526-5310	34.99
SPRINT SPECTRUM LP	117657	11/10/2019	10/7-11/6/19 Services Acct #24...	10-526-6735	99.98
ROAD RUNNER SAFETY SVCS, I...	117732	11/13/2019	Archway lighting traffic control	10-526-6045	1,020.25
GALLS LLC	117688	11/13/2019	Uniforms for D Harris	10-526-7050	49.95
GALLS LLC	117688	11/13/2019	Uniforms for D Harris	10-526-7050	39.99
METRO KC CHAPTER OF ICC	117709	11/13/2019	David	10-526-6220	30.00
METRO KC CHAPTER OF ICC	117709	11/13/2019	Don	10-526-6220	30.00
METRO KC CHAPTER OF ICC	117709	11/13/2019	Rhonda	10-526-6220	30.00
METRO KC CHAPTER OF ICC	117709	11/13/2019	KC ICC Membership	10-526-6220	30.00
NECCO COFFEE INC	117716	11/13/2019	Coffee	10-526-7001	533.80
CYPRESS MEDIA, LLC	117679	11/13/2019	Public Notice for October Plann...	10-526-6347	271.96
CYPRESS MEDIA, LLC	117679	11/13/2019	Public Notice of October Planni...	10-526-6347	230.12
Office Essentials Inc	117724	11/13/2019	Office Supplies	10-526-7001	58.79
<b>Department 526 - COMMUNITY DEVELOPMENT Total:</b>					<b>2,459.83</b>
<b>Department: 533 - INTERDEPARTMENTAL</b>					
SPIRE MISSOURI INC	117643	10/25/2019	Service from 9/26-10/25/19 Var...	10-533-6720	253.05
ZACKARY K STONEKING	117659	10/28/2019	Emergency Services Safety & Su...	10-533-5420	465.75
Everygy	117637	10/31/2019	09/30-10/31/19 Services 3 Accts...	10-533-6710	441.22
NORTH KANSAS CITY HOSPITAL	117720	11/07/2019	FLU SHOTS	10-533-5440	630.00
JIM'S DISPOSAL SERVICE LLC	117696	11/11/2019	Monthly residential solid waste ...	10-533-6750	20,422.71
SHI INTERNATIONAL CORP	117735	11/12/2019	ADOBE CREATIVE CLOUD LICEN...	10-533-6115	944.87
NETMOTION WIRELESS, INC.	117717	11/13/2019	ANNUAL SOFTWARE MAINTEN...	10-533-6115	1,894.92
<b>Department 533 - INTERDEPARTMENTAL Total:</b>					<b>25,052.52</b>
<b>Department: 535 - GAMING</b>					
BRYAN CAVE LEIGHTON PAISNE...	117666	09/30/2019	ARRA - COMPONENT DEVELOP...	25-535-8700	77.00
BRYAN CAVE LEIGHTON PAISNE...	117666	09/30/2019	ARRA - GOLF ENTERTAINMENT	25-535-8700	596.75
BRYAN CAVE LEIGHTON PAISNE...	117666	09/30/2019	BURGER KING REAL ESTATE MA...	25-535-8700	596.75

## Expense Approval Report

Payment Dates: 11/06/2019 - 11/20/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
BRYAN CAVE LEIGHTON PAISNE...	117666	09/30/2019	ARRA -- HOTELS -- COMPONENT...	25-535-8700	481.25
BRYAN CAVE LEIGHTON PAISNE...	117666	09/30/2019	TIF ISSUES AND MATTERS	25-535-8700	327.25
BRYAN CAVE LEIGHTON PAISNE...	117666	09/30/2019	ARRA -- MOB -- TAX ASSESSME...	25-535-8700	134.75
CYPRESS MEDIA, LLC	117651	10/07/2019	Public Hearing Advertisement - ...	25-535-8700	1,255.20
BRYAN CAVE LEIGHTON PAISNE...	117666	11/07/2019	ARRA - GOLF ENTERTAINMENT ...	25-535-8700	1,193.50
BRYAN CAVE LEIGHTON PAISNE...	117666	11/07/2019	ARRA - STARBUCKS	25-535-8700	308.00
BRYAN CAVE LEIGHTON PAISNE...	117666	11/07/2019	ARRA - HOTELS	25-535-8700	269.50
BRYAN CAVE LEIGHTON PAISNE...	117666	11/07/2019	ARRA -- IDA MATTERS	25-535-8700	770.00
BRYAN CAVE LEIGHTON PAISNE...	117666	11/07/2019	ARRA -- BURGER KINT	25-535-8700	77.00
MIDLAND GIS SOLUTIONS LLC	117711	11/11/2019	GIS Updates Resolution No. 18...	25-535-8760	19,909.00
Irrigation Management Consult...	117695	11/11/2019	management services	25-535-8700	90.00
911 CUSTOM LLC	117661	11/11/2019	2020 Police fleet changeover	25-535-8750	4,863.05
911 CUSTOM LLC	117661	11/11/2019	2020 Police fleet changeover	25-535-8750	2,326.12
911 CUSTOM LLC	117661	11/11/2019	2020 Police fleet changeover	25-535-8750	4,863.05
911 CUSTOM LLC	117661	11/11/2019	PD - Changeover	25-535-8750	1,050.00
KC BLUEPRINT & PLAN ROOM I...	117698	11/12/2019	Posting of BK Demo to planroom	25-535-8700	75.00
COMMERCIAL LAWN CARE INC	117674	11/13/2019	Mowing for Erie Lot 5/22 5/28	25-535-6090	60.00
TREKK DESIGN GROUP, LLC	117740	11/13/2019	16th Ave and Diamond Storm S...	25-535-8700	2,887.82
<b>Department 535 - GAMING Total:</b>					<b>42,210.99</b>

**Department: 536 - NORTHGATE**

BRYAN CAVE LEIGHTON PAISNE...	117666	11/13/2019	NORTHGATE REDEVELOPMENT ..	44-536-6090	9,091.50
<b>Department 536 - NORTHGATE Total:</b>					<b>9,091.50</b>

**Department: 540 - PARKS & RECREATION**

Office Essentials Inc	117724	11/12/2019	Vacuum Belts	20-540-7190	4.94
OFFICE DEPOT INC	117723	11/12/2019	Desk Montly Planner	20-540-7001	19.99
SPIRE MISSOURI INC	117643	10/25/2019	Service from 9/26-10/25/19 Var...	20-540-6720	263.06
AT&T	117645	11/03/2019	11/3-12/2/19 Services Acct #81...	20-540-6730	178.57
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	20-540-5310	33.50
Evergy	117652	11/07/2019	10/9-11/7/19 Services Acct #74...	20-540-6710	414.87
NATIONAL EXTERMINATING	117715	11/12/2019	Pest Control for Macken Park	20-540-7190	45.00
NATIONAL EXTERMINATING	117715	11/12/2019	Monthly Pest Control for buildi...	20-540-7110	72.00
ICE MASTERS INC	117692	11/12/2019	Ice Machine Monthly Rental Fee	20-540-7110	130.00
FRY & ASSOCIATES, INC	117687	11/12/2019	2 Outdoor Fountains for the Do...	20-540-7190	10,058.00
FRY & ASSOCIATES, INC	117687	11/12/2019	Disc-StepUp and freight cost	20-540-7190	344.00
OFFICE DEPOT INC	117723	11/12/2019	Office Supplies	20-540-7001	29.88
Office Essentials Inc	117724	11/12/2019	Cleaning Supplies	20-540-7190	41.86
Office Essentials Inc	117724	11/12/2019	Gloves for Park	20-540-7190	96.00
Office Essentials Inc	117724	11/12/2019	Lemon Scent Cleaner	20-540-7190	9.48
OFFICE DEPOT INC	117723	11/13/2019	credit for laptop backpack	20-540-7001	-19.99
<b>Department 540 - PARKS &amp; RECREATION Total:</b>					<b>11,721.16</b>

**Department: 550 - LIBRARY**

VERIZON WIRELESS SVCS LLC	117644	10/22/2019	9/23-10/22/19 Services Acct #7...	21-550-6730	113.00
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	21-550-5310	42.00
NORTH KANSAS CITY HOSPITAL	117720	11/07/2019	FLU SHOTS	21-550-5310	280.00
OCLC ONLINE COMPUTER LIBR...	117722	11/12/2019	CATALOGING	21-550-7360	42.16
COPY CARD CONTROL SYSTEMS ...	117675	11/12/2019	MAINT AGREEMENT	21-550-6110	46.59
CENTER POINT INC	117670	11/12/2019	BOOKS	21-550-7370	406.86
1138 INC	117660	11/12/2019	SERVICES	21-550-6355	110.00
NATIONAL EXTERMINATING	117715	11/12/2019	SERVICES	21-550-6355	57.75
NATIONAL EXTERMINATING	117715	11/12/2019	SERVICES	21-550-6355	57.50
SUMNERONE INC	117738	11/12/2019	MAINT AGREEMENT	21-550-6110	22.27
INGRAM LIBRARY SERVICES	117693	11/12/2019	BOOKS	21-550-7370	302.64
INGRAM LIBRARY SERVICES	117693	11/12/2019	BOOKS	21-550-7370	360.54
INGRAM LIBRARY SERVICES	117693	11/12/2019	BOOKS	21-550-7370	1,210.33
INGRAM LIBRARY SERVICES	117693	11/12/2019	BOOKS	21-550-7370	410.16
HI-GENE'S JANITORIAL SVC INC	117691	11/12/2019	CUSTODIAL	21-550-6330	1,335.00
HI-GENE'S JANITORIAL SVC INC	117691	11/12/2019	SUPPLIES	21-550-7110	236.75
DE LAGE LANDEN FINANCIAL SE...	117680	11/12/2019	SERVICES	21-550-6355	97.00
RECORDED BOOKS LLC	117729	11/12/2019	AUDIOVISUAL	21-550-7340	198.36

## Expense Approval Report

Payment Dates: 11/06/2019 - 11/20/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
RECORDED BOOKS LLC	117729	11/12/2019	AUDIOVISUAL	21-550-7340	64.60
RECORDED BOOKS LLC	117729	11/12/2019	AUDIOVISUAL	21-550-7340	94.59
RECORDED BOOKS LLC	117729	11/12/2019	AUDIOVISUAL	21-550-7340	136.79
RECORDED BOOKS LLC	117729	11/12/2019	AUDIOVISUAL	21-550-7340	53.63
NORTH KC SECURITY PATROL	117721	11/12/2019	MAINT AGREEMENT	21-550-6110	30.00
MIDWEST TAPE LLC	117712	11/12/2019	AUDIOVISUAL	21-550-7340	89.21
MIDWEST TAPE LLC	117712	11/12/2019	AUDIOVISUAL	21-550-7340	26.23
MIDWEST TAPE LLC	117712	11/12/2019	AUDIOVISUAL	21-550-7340	68.22
MIDWEST TAPE LLC	117712	11/12/2019	AUDIOVISUAL	21-550-7340	32.23
NORTH KANSAS CITY HIGH SCH...	117719	11/12/2019	ADVERTISING	21-550-6347	125.00
<b>Department 550 - LIBRARY Total:</b>					<b>6,049.41</b>

**Department: 560 - WATER**

Environmental Works Inc	117683	09/30/2019	PHASE 1 ENVIRONMETAL WOR...	60-560-8730	3,000.00
SPIRE MISSOURI INC	117643	10/25/2019	Service from 9/26-10/25/19 Var...	60-560-6720	260.33
UTILITY SUPPLY OF AMERICA INC	117742	11/04/2019	Minor Equipment	60-560-7210	829.66
MICRO-COMM INC	117710	11/04/2019	Ultrasonic water level sensor	60-560-8730	3,399.00
PRAXAIR DISTRIBUTORS INC	117727	11/04/2019	CO2 for water plant	60-560-7005	3,641.10
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	60-560-5310	77.00
NORTH KANSAS CITY HOSPITAL	117720	11/07/2019	FLU SHOTS	60-560-5310	262.50
KC BLUEPRINT & PLAN ROOM L...	117698	11/12/2019	posting RFQ for Water Treatme...	60-560-8730	75.00
KISSICK CONSTRUCTION CO INC.	117700	11/12/2019	valve replacement at 1401 Arm...	60-560-8770	58,152.75
MUSSELMAN & HALL CONTRAC...	117714	11/12/2019	23rd & swift and 20th & Burling...	60-560-8770	3,417.36
MUSSELMAN & HALL CONTRAC...	117714	11/12/2019	23rd & swift and 20th & Burling...	60-560-8770	4,722.30
<b>Department 560 - WATER Total:</b>					<b>77,837.00</b>

**Department: 570 - WATER POLLUTION CONTROL**

SPIRE MISSOURI INC	117643	10/25/2019	Service from 9/26-10/25/19 Var...	61-570-6720	218.65
AT&T	117646	11/03/2019	11/3-12/2/19 Services Acct #81...	61-570-6730	220.05
LETTS, VAN KIRK & ASSOCIATES	117703	11/04/2019	New Muffin Monster at 19th Av...	61-570-7155	895.00
LETTS, VAN KIRK & ASSOCIATES	117703	11/04/2019	19th Ave Sewage LS Submersibl...	61-570-7155	1,435.00
RL YATES ELECTRIC CO INC	117731	11/04/2019	Building Heater Maintenance at...	61-570-7152	126.75
RL YATES ELECTRIC CO INC	117731	11/04/2019	Install new building heater	61-570-7152	603.87
RL YATES ELECTRIC CO INC	117731	11/04/2019	Diagnosis of failed start of Pump...	61-570-7152	464.75
TELEDYNE ISCO INC	117739	11/05/2019	wastewater samplers	61-570-7210	11,918.00
TELEDYNE ISCO INC	117739	11/05/2019	battery charger for sampler	61-570-7060	911.00
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	61-570-5310	35.00
NORTH KANSAS CITY HOSPITAL	117720	11/07/2019	FLU SHOTS	61-570-5310	227.50
KEYSTONE LABORATORIES INC	117699	11/12/2019	NKCH Lab analysis	61-570-6430	105.00
MISSOURI DOOR CO INC	117713	11/12/2019	limit switch at WPC	61-570-7110	208.84
<b>Department 570 - WATER POLLUTION CONTROL Total:</b>					<b>17,369.41</b>

**Department: 580 - TRANSPORTATION**

MUSSELMAN & HALL CONTRAC...	117714	10/01/2019	Repairs to curbs, sidewalks, and...	22-580-8770	3,282.80
MUSSELMAN & HALL CONTRAC...	117714	10/01/2019	Repairs to curbs, sidewalks, and...	22-580-8770	16,003.07
MUSSELMAN & HALL CONTRAC...	117714	10/01/2019	Repairs to curbs, sidewalks, and...	22-580-8770	8,171.17
MUSSELMAN & HALL CONTRAC...	117714	10/01/2019	Repairs to curbs, sidewalks, and...	22-580-8770	3,637.31
SPIRE MISSOURI INC	117643	10/25/2019	Service from 9/26-10/25/19 Var...	22-580-6720	158.68
Evergy	117637	10/31/2019	09/30-10/31/19 Services 3 Accts...	22-580-6711	28,260.83
Evergy	117637	10/31/2019	09/30-10/31/19 Services 3 Accts...	22-580-6712	5,335.14
Evergy	117652	11/04/2019	10/6-11/4/19 Services Acct #57...	22-580-6710	32.62
Evergy	117652	11/05/2019	10/7-11/5/19 Services Acct #32...	22-580-6710	34.92
CENTRAL SALT LLC	117672	11/05/2019	road salt	22-580-7040	1,649.08
CENTRAL SALT LLC	117672	11/05/2019	road salt	22-580-7040	1,638.43
MUTUAL OF OMAHA INSURAN...	117641	11/06/2019	LIFE INSURANCE - ER	22-580-5310	53.56
CUSTOM TREE CARE INC	117678	11/11/2019	trimming and removals	22-580-7181	6,720.00
CUSTOM TREE CARE INC	117678	11/11/2019	trimming and removals	22-580-7181	4,060.00
JIM'S DISPOSAL SERVICE LLC	117696	11/11/2019	MS roll offs	22-580-6750	50.54
Berry Companies Inc	117665	11/12/2019	Changed oil, air, fuel and hydrau...	22-580-7120	500.00
MUSSELMAN & HALL CONTRAC...	117714	11/12/2019	alley patching in northgate	22-580-8770	9,072.63
CUSTOM LIGHTING SERVICES LLC	117677	11/12/2019	various streetlight repairs and l...	22-580-7184	151.64
CUSTOM LIGHTING SERVICES LLC	117677	11/12/2019	various streetlight repairs and l...	22-580-7184	130.69

Expense Approval Report

Payment Dates: 11/06/2019 - 11/20/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
CUSTOM LIGHTING SERVICES LLC	117677	11/12/2019	various streetlight repairs and l...	22-580-7184	385.53
CUSTOM LIGHTING SERVICES LLC	117677	11/12/2019	various streetlight repairs and l...	22-580-7184	35.00
CUSTOM LIGHTING SERVICES LLC	117677	11/12/2019	various streetlight repairs and l...	22-580-7184	291.60
CUSTOM LIGHTING SERVICES LLC	117677	11/12/2019	various streetlight repairs and l...	22-580-7184	120.00
CUSTOM LIGHTING SERVICES LLC	117677	11/12/2019	various streetlight repairs and l...	22-580-7184	320.00
<b>Department 580 - TRANSPORTATION Total:</b>					<b>90,095.24</b>
<b>Grand Total:</b>					<b>478,095.66</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	107,469.15
20 - PARKS & RECREATION	11,954.66
21 - LIBRARY	6,172.64
22 - TRANSPORTATION	90,537.30
24 - CONVENTION & TOURISM	108,194.80
25 - GAMING	42,210.99
44 - NORTHGATE PROJECT	9,091.50
60 - WATER FUND	84,990.01
61 - WATER POLLUTION CONTROL	17,474.61
<b>Grand Total:</b>	<b>478,095.66</b>

## Account Summary

Account Number	Account Name	Payment Amount
10-2101	MUNICIPAL COURT BOND...	400.00
10-2243	AFTER TAX HEALTH	3,238.66
10-2251	FIRE & POLICE PENSION	6,973.87
10-2266	DEPENDENT CARE	499.98
10-2267	MEDICAL REIMBURSEME...	882.36
10-2430	CLEARING	450.00
10-3020	JUDICIAL EDUCATION RES...	400.00
10-3060	CRUMMETT BEAUTIFICAT...	2,800.00
10-505-5310	HEALTH, DENTAL & LIFE I...	71.07
10-505-5426	TRAINING/TRAVEL APPOI...	22.00
10-505-5427	TRAINING & TRAVEL - ELE...	376.80
10-505-5490	PERSONNEL/BOARDS AW...	8,714.02
10-505-6030	OTHER LEGAL COSTS	1,236.70
10-505-6050	PUBLIC RELATIONS	2,347.70
10-505-6090	PROFESSIONAL SERVICES	305.00
10-505-7001	OFFICE SUPPLIES	524.13
10-505-7007	PUBLICATIONS & SUBSCRI...	353.60
10-506-5310	HEALTH, DENTAL & LIFE I...	14.00
10-506-7001	OFFICE SUPPLIES	176.97
10-506-8750	EQUIPMENT	3,000.00
10-507-6090	PROFESSIONAL SERVICES	385.00
10-510-5220	PENSION EXPENSE	9,292.44
10-510-5310	HEALTH, DENTAL & LIFE I...	588.79
10-510-5426	TRAINING/TRAVEL APPOI...	2,000.00
10-510-5440	PHYSICALS & DRUG TESTI...	1,399.00
10-510-7001	OFFICE SUPPLIES	38.03
10-510-7010	FIREFIGHTING SUPPLIES	49.95
10-510-7011	FIRST AID SUPPLIES	168.18
10-510-7014	QUARTERS MAINTENANCE	243.03
10-510-7050	UNIFORMS	350.01
10-510-8750	EQUIPMENT	6,380.01
10-515-5220	PENSION EXPENSE	6,230.06
10-515-5310	HEALTH, DENTAL & LIFE I...	1,810.55
10-515-5426	TRAINING/TRAVEL APPOI...	22.00
10-515-5440	PHYSICALS & DRUG TESTI...	945.00
10-515-6030	LEGAL COSTS	1,443.00
10-515-6324	BOARDS EXPENSE	632.60
10-515-6395	OTHER SERVICES	51.36
10-515-7018	INVESTIGATIVE OPERATI...	75.00
10-515-7020	DETENTION SUPPLIES	3,861.00
10-515-7022	RANGE SUPPLIES	55.00
10-515-7026	ANIMAL CONTROL EXPEN...	64.10
10-515-7028	TACTICAL/AMMUNITION	351.56
10-515-7050	UNIFORMS	1,271.30

## Account Summary

Account Number	Account Name	Payment Amount
10-515-7120	EQUIPMENT MAINTENAN...	275.70
10-515-7140	VEHICLE MAINTENANCE	386.88
10-521-5310	HEALTH, DENTAL & LIFE I...	35.00
10-521-6057	RECYCLING SERVICES	115.51
10-521-6090	PROFESSIONAL SERVICES	1,140.00
10-521-6330	CUSTODIAL SERVICES	1,760.00
10-521-7006	CUSTODIAL SUPPLIES	490.60
10-521-7090	OTHER SUPPLIES	217.56
10-521-7110	BUILDING MAINTENANCE	3,052.00
10-521-7140	VEHICLE MAINTENANCE	1,641.51
10-525-5310	HEALTH, DENTAL & LIFE I...	326.21
10-525-5426	TRAINING/TRAVEL APPOI...	22.00
10-526-5310	HEALTH, DENTAL & LIFE I...	34.99
10-526-6045	PLANNING/ZONING	1,020.25
10-526-6220	DUES & MEMBERSHIPS	120.00
10-526-6347	ADVERTISING	502.08
10-526-6735	PAGERS & CELL PHONES	99.98
10-526-7001	OFFICE SUPPLIES	592.59
10-526-7050	UNIFORMS	89.94
10-533-5420	TUITION REIMBURSEMENT	465.75
10-533-5440	PHYSICALS & DRUG TESTI...	630.00
10-533-6115	SOFTWARE MAINT & SERV..	2,839.79
10-533-6710	ELECTRICITY	441.22
10-533-6720	GAS	253.05
10-533-6750	TRASH COLLECTION	20,422.71
20-2243	AFTER TAX HEALTH	36.50
20-2267	MEDICAL REIMBURSEME...	95.00
20-4663	PROGRAM FEES	102.00
20-540-5310	HEALTH, DENTAL & LIFE I...	33.50
20-540-6710	ELECTRICITY	414.87
20-540-6720	GAS	263.06
20-540-6730	TELEPHONE	178.57
20-540-7001	OFFICE SUPPLIES	29.88
20-540-7110	BUILDING MAINTENANCE	202.00
20-540-7190	OTHER MAINTENANCE	10,599.28
21-2243	AFTER TAX HEALTH	0.50
21-2267	MEDICAL REIMBURSEME...	122.73
21-550-5310	HEALTH, DENTAL & LIFE I...	322.00
21-550-6110	MAINTENANCE AGREEM...	98.86
21-550-6330	CUSTODIAL SERVICES	1,335.00
21-550-6347	ADVERTISING - NOT EMP...	125.00
21-550-6355	OTHER SERVICES	322.25
21-550-6730	TELEPHONE	113.00
21-550-7110	BUILDING MAINTENANCE	236.75
21-550-7340	AUDIOVISUAL	763.86
21-550-7360	CATALOGING & PROCESS...	42.16
21-550-7370	BOOKS	2,690.53
22-2243	AFTER TAX HEALTH	403.60
22-2267	MEDICAL REIMBURSEME...	38.46
22-580-5310	HEALTH, DENTAL & LIFE I...	53.56
22-580-6710	ELECTRICITY	67.54
22-580-6711	STREET LIGHTS	28,260.83
22-580-6712	LEASED TRAFFIC SIGNALS	5,335.14
22-580-6720	GAS	158.68
22-580-6750	LANDFILL FEES	50.54
22-580-7040	ICE CONTROL MATERIALS	3,287.51
22-580-7120	EQUIPMENT MAINTENAN...	500.00
22-580-7181	TREE MAINTENANCE	10,780.00



**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
22-580-7184	TRAFFIC SIGNAL/STREETL...	1,434.46
22-580-8770	INFRASTRUCTURE	40,166.98
24-524-6090	PROFESSIONAL SERVICES	525.00
24-524-8770	INFRASTRUCTURE	107,669.80
25-535-6090	PROFESSIONAL SERVICES	60.00
25-535-8700	LAND ACQUISITION	9,139.77
25-535-8750	EQUIPMENT	13,102.22
25-535-8760	INFORMATION TECHNOL...	19,909.00
44-536-6090	PROFESSIONAL SERVICES	9,091.50
60-2050	SALES TAX PAYABLE	6,940.11
60-2243	AFTER TAX HEALTH	62.90
60-2267	MEDICAL REIMBURSEME...	150.00
60-560-5310	HEALTH, DENTAL & LIFE I...	339.50
60-560-6720	GAS	260.33
60-560-7005	CHEMICALS	3,641.10
60-560-7210	MINOR EQUIPMENT	829.66
60-560-8730	BUILDING IMPROVEMENTS	6,474.00
60-560-8770	INFRASTRUCTURE	66,292.41
61-2243	AFTER TAX HEALTH	105.20
61-570-5310	HEALTH, DENTAL & LIFE I...	262.50
61-570-6430	LABORATORY FEES	105.00
61-570-6720	GAS	218.65
61-570-6730	TELEPHONE	220.05
61-570-7060	LABORATORY SUPPLIES	911.00
61-570-7110	BUILDING MAINTENANCE	208.84
61-570-7152	STORM SEWER MAINTEN...	1,195.37
61-570-7155	LIFT STATION MAINTENA...	2,330.00
61-570-7210	MINOR EQUIPMENT	11,918.00
	<b>Grand Total:</b>	<b>478,095.66</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	205,961.47
1712	3,399.00
1831	13,102.22
1901	31,094.35
2381	19,909.00
2551	3,075.00
5891	66,292.41
7651	9,139.77
9491	9,072.63
9511	107,669.80
9621	3,000.00
9632	6,380.01
	<b>Grand Total:</b>
	<b>478,095.66</b>

### **Upcoming City Items of Note**

Dates Below Are Subject to Change

Items in red are Parks & Recreation Events

Items in blue are special City Council meetings

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
November 25, 2019, 5:30 p.m.	Joint Board Meeting with the North Kansas City Hospital
December 17, 2019, 8:00 a.m.	First day for Candidate Filing
December 26, 2019	Last Day for Yard Waste Collection
January 1, 8, 15, 2020	Christmas Tree Pick Up
January 21, 2020, 5:00 p.m.	Last day for Candidate Filing
March 4, 2020	Yard Waste Collection Resumes
April 7, 2020	General Election

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## MEMORANDUM



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

Highlights of the monthly report for this month include:

Income:

- Total income for the month was \$227,570.

Expense:

- Total expense for the month was \$208,857.
- The line item labeled "Intra-YMCA Expense Allocation" is where the monthly management fee paid to the YMCA of Greater Kansas City is allocated.

Surplus/Deficit:

- For the month, the facility experienced a surplus of \$13,714.

Surplus/(Deficit):

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
January	\$ 15,976	\$110,377	\$ 92,283	\$116,559
February	\$ 99,484	\$ 3,672	(\$ 3,454)	(\$ 22,308)
March	\$ 3,721	(\$88,612)	(\$ 76,565)	(\$ 45,442)
April	(\$53,135)	(\$ 473)	\$ 15,771	\$ 31,053
May	(\$ 7,849)	(\$16,587)	(\$ 3,794)	\$ 28,119
June	(\$27,054)	(\$14,919)	(\$ 13,162)	\$ 27,992
July	(\$41,872)	(\$18,669)	\$ 4,911	\$ 5,878
August	(\$61,290)	(\$36,437)	(\$ 63,620)	(\$ 78,357)
September	(\$70,852)	(\$74,133)	\$ 3,007	\$ 16,784
October	(\$ 1,734)	(\$20,267)	\$ 27,940	\$ 13,714
November	(\$36,115)	(\$ 5,821)	\$ 5,015	
December	(\$28,977)	(\$ 59,652)	(\$ 32,282)	
<b>Total</b>	<b>(\$217,139)</b>	<b>(\$221,521)</b>	<b>(\$43,282)</b>	<b>\$93,992</b>

**YMCA of Greater Kansas City**  
**NKC Partnership Inc Stmt W/O Subsidy Rolled Up**  
as of October 2019

YMCA of Greater Kansas City As of October	Oct 2019 Actual	Oct 2019 Budget	\$ Var Actual to Budget	Oct 2018 Actual	YTD 2019 Actual	YTD 2019 Budget	\$ Var YTD Act to Budget	YTD 2018 Actual
Contributions	1,830.43	2,009.00	(179)	1,264.92	69,565.90	52,490.00	17,076	55,430.98
Government Fees & Grants				11,003.00		454.00	(454)	11,456.96
Membership Dues Income	196,405.90	192,708.00	3,698	194,383.02	1,955,287.41	1,971,247.00	(15,960)	1,951,171.38
Program Service Fee	15,589.40	14,621.00	968	13,753.96	257,010.94	263,113.00	(6,102)	237,839.07
Facilities Rental	8,744.35	6,425.00	2,319	8,889.75	77,880.51	69,900.00	7,981	73,944.91
Miscellaneous Revenue								
<b>Revenue</b>	<b>222,570.08</b>	<b>215,763.00</b>	<b>6,807</b>	<b>229,294.65</b>	<b>2,359,744.76</b>	<b>2,357,204.00</b>	<b>2,541</b>	<b>2,329,843.30</b>
Salaries and Wages	93,199.49	103,007.35	9,808	85,922.93	1,006,538.51	1,115,229.30	108,691	1,080,343.71
Employee Benefits	9,421.35	11,802.59	2,381	8,303.15	106,978.01	118,604.95	11,627	107,500.20
Payroll Taxes	11,601.23	12,515.41	914	11,077.15	126,590.97	135,500.50	8,910	134,186.95
Contract Services	4,753.37	3,672.00	(1,081)	4,333.46	46,366.46	45,355.00	(1,011)	46,077.43
Supplies	11,616.86	11,710.29	93	11,537.32	113,212.26	115,158.97	1,947	107,829.57
Telecommunications	1,672.55	1,809.31	137	1,854.71	15,982.02	17,740.79	1,759	18,443.96
Postage and Shipping	477.71	308.00	(170)	289.14	3,026.90	2,390.00	(637)	2,052.55
Occupancy	53,414.87	76,393.98	22,979	55,027.47	604,681.78	668,530.43	63,849	625,228.99
Equipment Cost	631.72	1,750.40	1,119	1,323.22	17,693.25	18,551.22	858	17,965.24
Promotion and Publications	2,949.59	2,643.00	(307)	2,139.00	33,084.95	27,962.00	(5,123)	24,427.73
Travel and Transportation	116.43	601.67	485	3,465.01	6,099.57	5,686.66	(413)	6,750.75
Conferences and Meetings	619.04	874.17	255	2,278.08	8,892.28	8,727.66	(165)	10,792.43
Membership Dues Expense	1,831.83	1,746.00	(86)	1,745.58	17,710.22	18,415.00	705	18,410.80
Miscellaneous Expense		15.00	15		610.58	150.00	(461)	-38.66
Intra-YMCA Expense Allocation	12,661.52	12,661.25	()	12,058.58	126,615.20	126,612.50	(3)	120,585.80
Capital	3,889.00	2,218.71	(1,670)		31,670.29	30,000.00	(1,670)	25,967.62
<b>Expense</b>	<b>208,856.56</b>	<b>243,729.13</b>	<b>34,873</b>	<b>201,354.80</b>	<b>2,265,753.25</b>	<b>2,454,614.98</b>	<b>188,862</b>	<b>2,346,525.07</b>
<b>YMCA of Greater Kansas City</b>	<b>13,713.52</b>	<b>-27,966.13</b>	<b>41,680</b>	<b>27,939.85</b>	<b>93,991.51</b>	<b>-97,410.98</b>	<b>191,402</b>	<b>-16,681.77</b>

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

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

The following were present:

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

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

Approval of the Agenda. C. Farr moved to approve the agenda, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, no – C. Pearce, no – C. Smith, no – C. Pearman, no –C. Stewart, yes. Motion does not carry, 3-4. C. Pearce moved to remove Items 8 and 10 from the Consent Agenda and move them to the Regular Agenda for discussion, seconded by C. Pearman. Approval of the Agenda

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 November 5, 2019

Approval of the Regular Council Meeting Minutes from November 5, 2019

Appointment of Jim Dunn to City Planning Commission – This item was removed from the Consent Agenda and placed on the Regular Agenda.

Reappointment of Steven Hoover to the Board of Zoning Adjustment

Resolution of Appreciation – Laura Machala – City Planning Commission – This item was removed from the Consent Agenda and placed on the Regular Agenda.

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

Appointment of Jim Dunn to the City Planning Commission. Mayor Stielow asked Mr. Dunn to introduce himself to the Council. C. Farr made a motion to appoint Mr. Jim Dunn to the City Planning Commission, seconded by C. Steffen. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, no – C. Pearce, yes – C. Smith, no – C. Pearman, no – C. Stewart, yes. Motion carried, 4-3.

Appointment of Jim  
Dunn to the City  
Planning Commission.

Resolution of Appreciation for Laura Machala. C. Pearman moved to approve the Resolution of Appreciation for Laura Machala, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried.

Resolution of  
Appreciation for Laura  
Machala

Consideration of an Ordinance Approving and Designating Redevelopment Project Area 10 (Burger King) of the Armour Road Redevelopment Area in the North Kansas City Destination Developers, LLC Tax Increment Financing Redevelopment Plan as a Redevelopment Project and Adopting Tax Increment Financing Therein {Bill No. 7462

Ordinance No. 9259 –  
Designation of Project  
Area 10 of Armour  
Road Redevelopment  
Area Tax Increment

(Ordinance No. 9259). City Administrator Berlin asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that on October 3, 2017, the City Council adopted Ordinance No. 9030 that approved the Tax Increment Financing (TIF) Plan for the development now known as "One North". The TIF Plan contains fourteen (14) separate redevelopment project areas. This action is to authorize, approve, designate and activate Redevelopment Project Area 10 of the TIF Plan as a redevelopment project. This is the site of the new Burger King restaurant that is nearing completion. The City Council must adopt TIF and approve or "activate" each project before it may become an actual TIF Redevelopment Project. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7462 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7462 was read. C. Farr moved that Bill No. 7462 be placed on second and final reading and passed as Ordinance No. 9259, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7462 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9259, was signed and approved by the Mayor and attested by the City Clerk.

Financing Plan –  
Burger King

Consideration of an Ordinance Amending Chapter 10.56, "Abandoned Vehicles," of the Code of the City of North Kansas City, Missouri, By Renaming Said Chapter to be "Removal and Storage of Vehicles" with Article I Thereof Being Entitled "Abandoned Vehicles" and Creating a New Article II Thereof Providing for an Emergency Snow Route Along Armour Road {Bill No. 7467 (Ordinance No. 9264)}. City Administrator Berlin stated that at the City Council meeting of November 5, 2019, Council instructed staff to bring forward for consideration an ordinance establishing an emergency snow route on Armour Road. The re-design of Armour Road between Linn Street and Fayette Street included on-street parking places that are not on the curb. While this is not an issue during normal weather conditions, it can be an issue when snow clearance is required. Discussion ensued. C. Farr moved that Bill No. 7467 be placed on first reading, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7467 was read. C. Farr moved that Bill No. 7467 be placed on second and final reading and passed as Ordinance No. 9264, seconded by C. Pearman. The roll was called, and

Ordinance No. 9264 –  
Emergency Snow  
Route on Armour Road



the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7467 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9264, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution to Authorize Elimination of the Reserve in the Gaming Fund for Extraordinary Maintenance (Resolution No. 19-077). City Administrator Berlin asked Finance Manager Shirley Land to present this item to Council. Ms. Land stated that in FY 2004, the City Council approved establishing an "Extraordinary Maintenance" reserve in the Gaming Fund. As explained in the staff memo, this has become a relic that staff recommends closing. A resolution has been prepared accordingly. Discussion ensued. C. Farr moved to approve Resolution No. 19-077, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried.

Resolution No. 19-077  
– Closing of Gaming  
Fund Reserve

Consideration of a Resolution Adopting the North Kansas City Communities for All Ages Silver Level Executive Summary and Workbook (Resolution No. 19-079). City Administrator Berlin asked Assistant City Administrator Kim Nakahodo to present this item to Council. Ms. Nakahodo stated that on February 5, 2019, the City Council approved a resolution to approve a technical services agreement with the Mid-America Regional Council and Clay County Senior Services to assist the City in becoming a Silver Level KC Communities for All Ages. The Silver Level of the KC Communities For All Ages program is the most comprehensive phase, requiring an audit of city policies and actions through six different workbooks. On October 3, 2019, the Planning Commission issued the draft NKC Communities for All Ages Silver Level Executive Summary and Workbook and recommended that the audit findings be presented to the City Council. At its work session of November 5, 2019, the City Council considered the draft executive summary and workbook. The City Council instructed staff to present a final draft for approval at this meeting, with additions discussed at the work session. A resolution adopting the Silver Level Executive Summary has been prepared for Council approval. C. Farr moved to approve Resolution No. 19-079, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried.

Resolution No. 19-079  
– Communities for All  
Ages Silver Designation

Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2019-2020 in the Amount of \$2,500,000 for the Downtown Streetscape Project (Resolution No. 19-078). City Administrator Berlin stated that at its meeting of November 5, 2019, the City Council instructed staff to bring before it for formal consideration a budget amendment resolution to condense the time period for the Downtown Streetscape project from its currently planned four years to one year. As discussed in its memo, staff recommends this measure as it saves costs over the long run and has other benefits. Mr. Berlin stated there was an error in the Resolution being presented and the corrected amount should be \$2,500,000 instead of \$3,500,000. C. Stewart moved to approve Resolution No. 19-078 as amended, seconded by C. Farr. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried.

Resolution No. 19-078  
– Budget Amendment  
– Downtown  
Streetscape Project

Consideration of an Ordinance Approving the Final Plat of Armour Road Redevelopment, Fifth Plat in the City of North Kansas City, Missouri {Bill No. 7465 (Ordinance No. 9262)}. City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that before the council for approval is a plat concerning approximately 0.88 acres located at 1911 Armour Road. The property is currently unplatted and the location of the existing Burger King. The City of North Kansas City acquired this property through a settlement agreement with the previous owner as part of its larger redevelopment project in this area. Once the new Burger King store is completed on the east side of Vernon Street, the existing business will relocate, and the City will demolish the existing building. This lot will be redeveloped as part of the One North development area. The proposed final plat dedicates a water line easement for the extension of a water line on the north side of the property. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7465 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7465 was read. C. Farr moved that Bill No. 7465 be placed on second and final reading and passed as Ordinance No. 9262, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7465 was read. Thereupon Mayor Stielow declared the motion carried and the

Ordinance No. 9262 –  
Final Plat of Armour  
Road Redevelopment,  
Fifth Plat

Bill duly passed. Said Bill was then numbered 9262, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Approving and Adopting the Seventh Amendment/Addenda to Employment Agreement By and Between the City of North Kansas City, Missouri, and Patrick A. Hawver, Public Works Director {Bill No. 7463 (Ordinance No. 9260)}. City Administrator Berlin stated that Public Works Director Patrick Hawver has an employment agreement with the City. In his memo, the City Administrator recommends Mr. Hawver's employment agreement be amended to provide him a raise in salary that is commensurate with his performance appraisal, his position in the pay quartile for his position, and the budgeted increase in the FY 2020 City budget for all City employees. An ordinance has been prepared accordingly. C. Farr moved that Bill No. 7463 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7463 was read. C. Farr moved that Bill No. 7463 be placed on second and final reading and passed as Ordinance No. 9260, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7463 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9260, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9260 –  
Seventh Amendment –  
Employment  
Agreement with Patrick  
Hawver

Consideration of an Ordinance Approving and Adopting the Sixth Amendment/Addenda to Employment Agreement By and Between the City of North Kansas City, Missouri, and Eric Berlin, City Administrator {Bill No. 7464 (Ordinance No. 9261)}. City Administrator Berlin asked City Counselor Barzee to present this item to Council. Mr. Barzee stated that The City Council has completed the performance appraisal of City Administrator Eric Berlin for the period of June 17, 2018 – June 16, 2019. The sixth amendment to Mr. Berlin's employment agreement with the City, as indicated by the Council in executive session, is presented for Council approval. C. Farr moved that Bill No. 7464 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7464 was read. C. Farr moved that Bill No. 7464 be placed on second and final reading and passed as Ordinance No. 9261, seconded by C. Pearman. The roll was

Ordinance No. 9261 –  
Sixth Amendment –  
Employment  
Agreement with Eric  
Berlin

called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7464 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9261, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Calling for a General Election to be Held on April 7, 2020, for the Purpose of Electing One Qualified Councilmember from Each of the Four Wards in the City of North Kansas City, Missouri {Bill No. 7466 (Ordinance No. 9263)}. City Administrator Berlin stated that before each election, the City is required to pass an ordinance calling for that election. Attached is the ordinance calling for our General Election to be held on April 7, 2020. This year's election will be for a Councilmember from each Ward. The filing for declaration of candidacy will be from 8:00 AM on December 17, 2019, and closes at 5:00 PM on January 21, 2020. C. Farr moved that Bill No. 7466 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7466 was read. C. Farr moved that Bill No. 7466 be placed on second and final reading and passed as Ordinance No. 9263, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7466 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9263, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9263 –  
Ordinance Calling for  
the April Election

Consideration of a Resolution Approving an Agreement for Open Edge Online Credit Card Services with Global Payments Direct, Inc. (Resolution No. 19-080). City Administrator Berlin asked Finance Manager Land to present this item to Council. Ms. Land stated that Finance staff and EnerGov Software are in the process of converting the Business Licensing process from Incode to EnerGov. The EnerGov Business Licensing software will allow businesses to renew and pay for licenses on-line. The only credit card service compatible with the EnerGov software is Open Edge. To allow our customers the convenience of on-line renewal, it is necessary to enter into the attached agreement with Global payments, the provider of Open Edge online credit card services. Staff recommends approval of Discussion ensued. C. Pearman moved to approve Resolution No. 19-080,

Resolution No. 19-080  
– Agreement –  
Processing of Business  
Licenses and Credit  
Cards

seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through November 15, 2019 {Bill No. 7468 (Ordinance No. 9265)}. C. Farr moved that Bill No. 7468 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7468 was read. C. Farr moved that Bill No. 7468 be placed on second and final reading and passed as Ordinance No. 9265, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried. Bill No. 7468 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9265, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9265 –  
Approving Accounts  
Due and Payable by  
the City Through  
November 15, 2019

City Administrator Berlin stated the Upcoming City Items of Note and the YMCA Monthly Financial Report for October 2019 were in the Council packets for review. Mr. Berlin stated there was nothing to report in terms of the Armour Road Complete Street project other than what was discussed in the Work Session earlier tonight. He also reminded the Council of the joint Council and Hospital Board dinner at the North Kansas City Hospital on Monday, November 25, at 5:30 p.m. He also congratulated Shirley on the GFOA Award she received for the last audit.

Staff Comments

Police Chief Steve Beamer gave the Council a summary of the recent Metro Squad investigation regarding the shooting at the American Inn. The Metro Squad over three days worked 505 hours on this case and were able to find the suspect in this shooting. Chief Beamer said that in cases like this when the necessary investigation is beyond the resources of the Police Department, the Metro Squad is invaluable.

Fire Chief Dave Hargis reminded everyone of the Recognition Ceremony Thursday night at 7:00 PM at Fire Station #1.

Assistant City Administrator Nakahodo advised the Council that per a previously expressed Council concern, staff has arranged to send



agendas for upcoming Council meetings to the manager at the Gardens Apartments, who will distributed the agendas in commons areas.

C. Steffen stated he appreciated everyone's help regarding the recent shooting at the American Inn at 1211 Armour. He also inquired as to whether it would be possible to put the Armour Road Complete Street project on a ballot for a vote of the people. Staff will investigate the possibility of this and report back to the Council.

Councilmembers'  
Comments

C. Farr thanked the Boy Scouts for coming to our meeting tonight. He also welcomed Mr. Jim Dunn to the City Planning Commission. He also thanked Public Works staff for their efforts to keep the leaves cleaned up.

C. DeLong thanked the Police Department for their efforts and keeping Council updated of the happenings at 1211 Armour. He also thanked the Boy Scouts for coming out tonight.

C. Pearce expressed pleasure that the police department's robot was able to assist another agency recently. She reminded everyone that the Mayor's Christmas Tree lighting will be this Friday at 6:00 p.m.

C. Smith stated that the Council may need to be refreshed on the Roberts' Rules of Order. He thanked Mr. Dunn for his interest in serving our community. C. Smith stated that to remove or non-renew a person who is qualified from a board is a very tricky situation, and any move to remove discourse, disagreement, and diversity from a commission is not in keeping with where our City is headed. He also gave a heartfelt thanks to Laura Machala for serving on the City Planning Commission. C. Smith reminded everyone that Mistletoe Market will be this weekend at the Parks and Recreation Center.

C. Pearman thanked and congratulated the Police force and the Metro Squad for their work. Thank you for the comments at the Work Session from the Business Community. She also thanked Laura Machala, Steve Hoover, and Jim Dunn for their service on our boards.

C. Stewart asked for staff to make an inquiry to Evergy regarding the recent power outage. These seem to be happening fairly regularly in this same area of the city. C. Stewart stated he liked the idea of the snow route. He also noted that Howell Street by the High School is now re-opened. He asked staff to inquire as to whether the High School

will be having an open house as construction winds up. He also welcomed the Boy Scouts who attended our meeting.

Mayor Stielow asked Chief Hargis to explain the fire truck that has been seen around town. Chief Hargis stated this truck was purchased as a replacement reserve truck from Bennington, NY. The truck had to be put into use when another truck was down; however, the decals have not been changed yet so it still says Bennington Fire Department. The decals have been ordered and should be in next week.

Mayor's Comments

Consideration of a request to hold and recess into an executive session, as requested by the City Counselor, to be held on this date, on a litigation matter pursuant to Missouri Revised Statutes § 610.021 (1). C. Farr moved to go into executive session at 7:53 p.m., seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried.

Executive Session

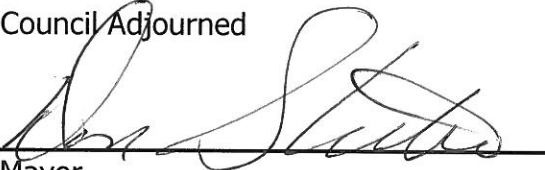
Consideration of a request to hold and recess into an executive session, as requested by the City Administrator, to be held on this date, on a personnel matter pursuant to Missouri Revised Statutes § 610.021 (3). C. Farr moved to go into executive session at 7:53 p.m., seconded by C. Pearce. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried.

Executive Session

C. Pearce moved to go back into Regular Session and adjourn at 8:19 p.m., seconded by C. DeLong. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Stewart, yes. Motion carried.

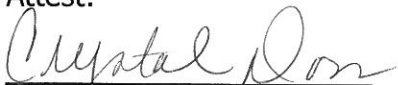
Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 3<sup>rd</sup> day of December 2019