

REGULAR AGENDA BEGINS ON
PAGE 15



GLADSTONE CITY COUNCIL
OPEN STUDY SESSION MEETING
MONDAY, AUGUST 13, 2018

AGENDA
TIME: 7:00 PM

- 1. Emergency Operations Procedure (EOP) Overview-** Sean Daugherty, Director of Emergency Management, will discuss updates to the EOP including the roles and responsibilities for City Council members.
- 2. Dangerous Animal Amendments-** Assistant City Counselor, Padraic Corcoran will present a proposed new administrative process to determine if an animal is dangerous and what restrain requirements are necessary.



***Department of General Administration
Memorandum***

TO: BILL GARNOS, MAYOR
CAROL SUTER, MAYOR PRO TEM
JEAN MOORE, COUNCILMEMBER
R.D. MALLAMS, COUNCILMAN
KYLE YARBER, COUNCILMAN

FROM: PADRAIC CORCORAN THROUGH CITY COUNSELOR CHRIS WILLIAMS

DATE: AUGUST 13, 2018

RE: DANGEROUS ANIMAL DETERMINATION PROCESS

Over the past several months, the Public Safety Department and the City Counselor's Office have been working to update and streamline the City's Dangerous Animal Determination Process. As currently drafted, Section 2.105.060(e) *et seq.* of the Gladstone City Code requires that after receiving a complaint regarding a potentially dangerous animal, the animal control officer is to hold a hearing to determine whether the animal is, in fact, dangerous under the applicable provisions of the Gladstone City Code. Concurrently with this process, the owner of the allegedly dangerous animal is subject to Municipal Court proceedings regarding any potential fines to be paid by the owner or if aggravating circumstances exist the destruction of the animal.

It has become apparent over the last several years that this bifurcated process is overly complicated and involves determinations and actions by City Officials that may not fully fit within their respective duties. As such, the Public Safety Department and City Counselor's Office have proposed a streamlined, administrative process that covers both the determination of whether the animal is, in fact, dangerous and whether the animal should be subject to specific restraint requirements, removed from the City or destroyed if necessary.

Under the proposed administrative process, the Animal Control Officer would be responsible for investigating any formal, written complaint filed with her Office, and forwarding the findings of said investigation to the appropriate Division Commander of Gladstone Public Safety. Upon review of the Animal Control Officer's findings, the Division Commander may determine if a hearing is necessary to determine the disposition of the animal. If the Division Commander determines a hearing is necessary, they will provide proper notice to the owner of the allegedly dangerous animal and the complaining party. Following the hearing, the Division Commander or their designee may issue Findings of Fact and Conclusions of Law based on competent and

substantial evidence adduced at said hearing. In addition to the Findings of Fact and Conclusions of Law, the Division Commander or their designee may issue an order determining the animal to be dangerous and requiring either the dangerous animal (1) be restrained in accordance with Section 2.105.060(c), (2) be removed from the City, or (3) be destroyed.

Underlining each step of the administrative process, is the ability of any aggrieved person to appeal a decision to the Director of Gladstone Public Safety.



***Department of Public Safety
Administration
Memorandum MJH 18-25***

DATE: August 8, 2018

TO: Scott C. Wingerson, City Manager

FROM: Chief Michael J. Hasty, Director of Public Safety *mk*

CC: Division Chief Sean Daugherty, Director of Emergency Management
File

RE: GLADSTONE EMERGENCY OPERATION PLAN – STUDY SESSION

Division Chief Sean Daugherty serves as the Director of Emergency Management for the City of Gladstone. He has been working on updates to the city's Emergency Operations Plan (EOP) and preparing for a tabletop exercise scheduled for Thursday, September 20, 2018. DC Daugherty has prepared a presentation on the EOP for the City Council at their Study Session on Monday, August 13, 2018. His presentation will cover the updates to the EOP as well as the roles and responsibilities for City Council members in the event the plan is activated. Please advise if you need further information.



Gladstone's Emergency Operation Plan Update

Review of Current EOP

- Change to Remove Specific Year (2017)
- Latest Version will be indicated by year update in lower right corner. This will correlate with Record of Change/Review page.

City of Gladstone

EMERGENCY OPERATIONS PLAN

2017



Developed in collaboration by:

GLADSTONE CITY OFFICIALS

and the

FEDERAL EMERGENCY MANAGEMENT AGENCY STATE

EMERGENCY MANAGEMENT AGENCY GLADSTONE

EMERGENCY MANAGEMENT AGENCY

SECURITY NOTICE:

This document, along with any associated attachments is protected by federal and state law, and contains confidential and legally privileged information. Any unauthorized review, use, disclosure or distribution is prohibited and may be a violation of law pursuant to Rsmo 610.021 (18) and 6 CFR 29.8 - Disclosure of Protected Critical Infrastructure Information.

**Gladstone Emergency Operations Plan
RECORD OF CHANGES/REVIEW**

+

| CHANGE/ REVIEW | PAGE NUMBER | DATE OF REVISION | DATE ENTERED | REVIEW/CHANGE MADE BY (Signature) |
|-----------------------------|---|---------------------|------------------|---|
| Annual EMPG | ALL | June 1, 2010 | July 1, 2010 | Charles Duddy, EMD / Kirk Davis CM |
| Annual EMPG | ALL | June 2011 | July 2011 | Charles Duddy, EMD / Kirk Davis CM |
| Annual EMPG | ALL, + RHMP add | May 2012 | July 2012 | Charles Duddy, EMD / Kirk Davis CM |
| Annual EMPG | ALL | June 2013 | July 2013 | Charles Duddy, EMD / Kirk Davis CM |
| Annual EMPG | ALL | June 2014 | July 2014 | Charles Duddy, EMD / Kirk Davis CM |
| Annual EMPG | All, Revised RHMP | November 2015 | December 2015 | Charles Duddy, Kirk Davis, CM and Michael Desautels, EMD |
| Annual, SEMA Required | Major Revision, Addition and Updates | June 2016 | August 2017 | Michael Desautels, EMD, Scott Wingerson, CM, Mike Hasty Public Safety Director, Robert Baer, Asst. CM, Sean Daugherty, Fire/EMS Div Chief, SEMA. |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- Remove names from EOC Roster so that when there is a change the EOP doesn't need to updated with name change.

EOC STAFFING ROSTER/CALL-UP LIST

The key individuals and agencies that will direct/coordinate operations from the City of Gladstone EOC are identified here. Names and telephone numbers are not published because they change frequently and therefore will be outdated quickly. This information will be maintained by the City Emergency Management Director and the Gladstone Communication Center. Not all county and city services/organizations are listed here. Additional contact lists can be found in other annexes to this plan (i.e., utility companies, medical services, rural fire departments/districts, etc.). The procedures for staffing the EOC are explained further in Appendix 3 to the Basic Plan. **All area codes (816) unless otherwise noted**

| POSITION | NAME | W-PHONE | H-PHONE |
|--|-------------------|----------|--------------------------|
| Direction & Control – City Manager | *Scott Wingerson | 423-4102 | 210-3531 |
| Crisis Communication Team Assistant City Manager | *Robert Baer | 423-4056 | 591-9118 |
| Public Safety Director | *Michael Hasty | 423-4028 | 591-1878 |
| Emergency Management Director In-Place Shelter Coord. | *Mike Desautels | 423-4078 | 572-3479 |
| *Communications/Warning Coord. PS Support Services Div Commander. | *Rob Hays | 423-4058 | 809-5944 |
| *Damage Assessment Coord. Long- Term Recovery Coordinator Community Development Director | *Nick Pappas | 423-4109 | C 520-4986 H 882-7200 |
| *Law Enforcement & Terrorism Coordinator – Police Field Services Division Commander | *Jeff Self | 423-4022 | 591-8227 |
| *Fire & Rescue, Hazardous Materials, Terrorism Coord.= Fire/EMS Cmdr. | *Sean Daugherty | 423-4080 | 469-9712 |
| *Resource & Supply Coord. = City Finance Director | *Debra Daily | 423-4123 | 210-3534 |
| *Director of IT | *Steve Rodhouse | 423-4133 | 853-6856 |
| *Public Works Coord. = Public Works Director | *Tim Nebergall | 436-5442 | 210-6153 |
| *Reception & Care Coord.= Red Cross & Salvation Army | Duty Officer 24hr | 931-8400 | 587-4224 |
| Clay County Public Health | Duty Officer 24hr | 595-4387 | |
| Parks & Rec. Director | Justin Merkey | 423-4090 | 682-0458 |
| Legal Dept. Director | Chris Williams | 423-4095 | 679-2259 |
| Gladstone City Clerk | *Ruth Bocchino | 423-4096 | 509-4118 |
| Deputy City Clerk | Pam Smitka | 423-4100 | 529-3761 |

* Denotes EOC Direction and Control Staff that have been assigned primary responsibility for the emergency management functions.

- Review of entire plan with State Emergency Management Region A coordinator on August 6th.
- Preparation for Table Top Exercise on September 20th.
- Goal to enter back into the Emergency Management Performance Grant in Spring of 2019.

City Councils Responsibilities

- Review and approve EOP and updates
- ICS 700 & 100 self-study course
- Adopt and approve ordinances that assist in Community Risk Reduction and mitigation.

Council's Role If EOP put into Action

- Support the EOC efforts communications to the community.
- City Manager will communicate status updates and needs to the Mayor and Council.
- Primarily, the role of the Council is to share accurate information and communicate concerns.



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, AUGUST 13, 2018**

The City Council will meet in Closed Executive Session at 6:40 pm Monday, August 13, 2018, in the City Manager's office, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021 (1) for Litigation and Confidential or Privileged Communications with Legal Counsel, 610.021(2) for Real Estate Acquisition Discussion, and 610.021(9) Employee Groups.

OPEN STUDY SESSION 7:00 PM

1. Emergency Operations Procedure Overview
2. Dangerous Animal Amendments

REGULAR MEETING: 7:30 PM

TENTATIVE AGENDA

1. Meeting Called to Order.
2. Roll Call.
3. Pledge of Allegiance to the Flag of the United States of America.
4. Approval of Agenda.
5. Approval of the July 23, 2018, Closed City Council Meeting Minutes.
6. Approval of the July 23 2018, Regular City Council Meeting Minutes.
7. **PRESENTATION:** Missouri Municipal League Civic Leadership Award, 2018, to Jenny McGee.

REGULAR AGENDA

8. Communications from the Audience.
9. Communications from the City Council.
10. Communications from the City Manager.
11. APPROVE SEMI-ANNUAL FINANCIAL STATEMENT AND SCHEDULE OF INVESTMENTS
12. RESOLUTION R-18-50 A Resolution authorizing acceptance of work under contract with Navitas, for the Guaranteed Energy Savings Performance contract, and authorizing final payment in the amount of \$34,109.21 for Project CE1857.
13. RESOLUTION R-18-51 A Resolution authorizing the City Manager of the City of Gladstone, Missouri, to execute a Right-of-Way Use Agreement by and between the City of Gladstone and MCI metro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.
14. RESOLUTION R-18-52 A Resolution authorizing acceptance of a proposal from Shawnee Mission Ford for the acquisition of a 4X4 DRW Crew Cab Truck with flatbed, spreader, and snowplow in the total amount of \$53,968.00.
15. FIRST READING BILL NO. 18-33 An Ordinance amending Section 4.110.160 of the Gladstone City Code (Ordinance 3.424) designating certain streets as Emergency Snow Routes.
16. FIRST READING BILL NO. 18-34 An Ordinance establishing certain fees and charges for services and activities provided by the City of Gladstone, Clay County, Missouri, and amending Ordinance 4.400.
17. Other Business.
18. Adjournment.

Representatives of the News Media may obtain copies of this notice by contacting:

City Clerk Ruth Bocchino
City of Gladstone
7010 North Holmes
Gladstone, MO 64118
816-423-4096

Posted at 2:30 pm
August 9, 2018



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JULY 23, 2018**

PRESENT: Mayor Bill Garnos
Mayor Pro Tem Carol Suter
Councilmember Jean Moore
Councilman R.D. Mallams
Councilman Kyle Yarber

City Manager Scott Wingerson
Assistant City Manager Bob Baer
Attorney Chris Williams
City Clerk Ruth Bocchino

Item No. 1. On the Agenda. Meeting Called to Order.

Mayor Garnos opened the Regular City Council Meeting Monday, July 23, 2018, at 7:32 pm in the Gladstone City Council Chambers.

Item No. 2. On the Agenda. ROLL CALL.

All Councilmembers were present.

Item No. 3. On the Agenda. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA.

Mayor Garnos asked all to join in the Pledge of Allegiance to the Flag of the United States of America. **Mayor Garnos** thanked VFW Post 10906 for presenting the colors: Carla Gleaton, Stan Stoner, Charlie Cram, and Joe Liles.

Item No. 4. On the Agenda. Approval of Agenda.

The agenda was approved as published.

Item No. 5. On the Agenda. Approval of the July 9, 2018, Closed City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the July 9, 2018, Closed City Council meeting as presented. **Councilmember Moore** seconded. The Vote: "aye", Councilman Kyle

Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0)

Item No. 6. On the Agenda. Approval of the July 9, 2018, Regular City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the July 9, 2018, Regular City Council meeting as presented. **Mayor Pro Tem Suter** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0)

Item No. 7. On the Agenda. **CONSENT AGENDA.**

Following the Clerk’s reading, **Mayor Pro Tem Suter** moved to approve the Consent Agenda as printed. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0)

Mayor Pro Tem Suter moved to approve **RESOLUTION R-18-48** A Resolution authorizing acceptance of work under contract with McConnell and Associates Corporation, for the North Campbell Street Improvements – Northeast 70th Terrace to Northeast 72nd Street Project, and authorizing final payment in the amount of \$500.00 for Project TP1708. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0)

Mayor Pro Tem Suter moved to approve the **RESOLUTION R-18-49** A Resolution declaring certain city property Surplus and authorizing the donation of surplus items to The Surplus Exchange. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0)

Mayor Pro Tem Suter moved to approve the June, 2018, Financial Month End Report. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0)

REGULAR AGENDA.

Item No. 8. On the Agenda. **Communications from the Audience.**

Nathan Hernandez approached Council and stated: *“My name is G. Nathan Hernandez; I live at 6817 Jason Smith Court. Good evening, Mayor and Councilmembers. The Kansas City August 7th ballot includes Question 1: An initiative petition called the Residential Rental Inspection Program. This initiative works to create a Residential Rental Inspection Program to protect the public health, safety and welfare in residential rental property units by enacting and enforcing minimum health and safety standards. This is something that would be incredibly beneficial here*

in Gladstone. I know there has been talk about similar initiatives currently in the works, but what can residents do to help get this going in our city or to get it onto next year's ballot?"

Mayor Garnos stated: *"We have passed the Multi-Family Housing Inspection Program that applies to essentially apartment complexes, but not necessarily all rental properties, is that correct?"*

City Manager Wingerson stated: *"If memory serves, that ordinance applies to three-plexes and above. It does not regulate the rental of single family properties or duplexes, those types of things. It is something we could take a look at and at least do the research and present that research to you and who is doing it, where they are doing it, and what success they are having, and present that information back to you if that is your preference."*

Mayor Garnos stated: *"Do we know if the Kansas City initiative goes further than what we have already done in Gladstone? Are they pursuing ..."*

Mayor Pro Tem Suter stated: *"Theirs has a mandatory fee for the landlord and it is just a complaint system. Ours is an automatic system so whenever an apartment is empty, it has to be inspected before it can be re-let. This is just if people call and complain and it is supposed to fund more code enforcement people because Kansas City doesn't have enough people to do this program."*

Mayor Garnos stated: *"Thank you, let's make sure we have our ducks in a row on that. I remember this was a difficult issue we addressed a few years ago; we even had to bring on additional staff to make sure that we could do the rental inspections in a timely manner. I did see recently that Kansas City was starting something similar. I knew there were some key differences from what we were doing. They may still be going after duplexes."*

Mayor Pro Tem Suter stated: *"Single family residences are extremely difficult to do anything about. Kansas City has a registration program, ordinance, where they are supposed to register your single family residences; they estimate that fewer than 5% are actually in their system. That is a difficult thing. Multi-Family is easy because you know where they are and who they are. That is much easier to manage."*

Mr. Hernandez stated: *"I do feel it is important for it to get extended out to single family residences."*

Item No. 9. On the Agenda. Communications from the City Council.

Councilman Yarber stated: *"I have a couple of updates about the Atkins-Johnson Farm and Museum. Their new exhibit 'Parlor Games' opened a couple of weeks ago which is both historic and interactive. They have an upcoming event August 1, 'Storytime at the Farm', they will have story tellers from the library. It is a free event and it begins at 10:00 am."*

Mayor Pro Tem Suter stated: *"I have a list because lots of things are going on, even though it is summertime. First I just wanted to say that my heart goes out to all of the families who were*

affected by the tragedy at Table Rock Lake and the Branson area in the last few days. It did remind me and make me appreciate, again, that we, in Gladstone, make safety our first priority. I know people don't like it when you make them leave Linden Square, get out of the swimming pool or clear a field because storms are coming, but we are good at that and sticking to it. I think that, obviously, some lives could have been saved if safety were first by some other folks in the Branson area. EMAC was supposed to have a regular quarterly meeting last week and everybody is on vacation so that had to be rescheduled. I had the opportunity to speak to a real estate investor group last week and I was intrigued at how many folks from Gladstone were in this group, A, but B is I wanted to give KUDOS to Community Development. The accolades that people from Gladstone and other developers who have worked in Gladstone but don't live in Gladstone, were just amazing. People were just so appreciative of the flexibility of our staff; the helpfulness that Gladstone always tries to help people how to figure out how to do it instead of making it difficult to do; so it was really nice to hear those kinds of comments. Also, again, to see how many people are focused on investing in Gladstone. It is the hot button, everybody wants to develop here. Buy and flip, or rent, or build, or whatever; they are looking for all kinds of opportunities. Again, it's nice to know that we are doing things right if the quality of this community attracts people. One of the investors and his wife were so impressed they plan to move to Gladstone next year. It was a good event. I have two tax updates. One is I attended the information session rally that was hosted by the Metro Mayors Caucus a week or so ago on the fuel tax increase on the November ballot. It is a convoluted thing, as most people know. It is actually a fuel tax that is going to fund the Highway Patrol. The money that is freed up from the Highway Patrol budget will stay to fund infrastructure for the state. It is being pitched as a Public Safety tax. The chairperson of the whole thing is a retired Highway Patrol Officer. It's an interesting thing, the way they decided to do this. The other thing that was really quite impressive is the huge coalition of interest all across the spectrum that have joined forces on this. It is going to be a big campaign. It's raising money easily. It's rare for us all across the spectrum to come together on issues and this is one, from the Chambers of Commerce to the unions, everybody is in on this thing. There is going to be a huge push. There is one piece of it that people haven't figured out yet and that is that 15% of the revenue is dedicated to cities. Gladstone is estimated to collect about \$399,649.00 a year out of this tax. There is a piece that goes to counties, and then 15% that goes to cities in addition to what will fund state projects. Everybody has something to gain. They are really putting the big push on to get endorsements, as many endorsements as possible. The tax tests and polls very well in urban areas. Not so well in rural areas. They figure that one will offset the other and that is the strategy, to try to get the rural areas at least at 50% and then the urban areas will carry it. We will see. Polling has been looking pretty good on that. That is on the ballot in November. That affects everybody in the state. Kansas City will have a tax in November that is coming from a petition process. We just had this petition kind of process with the Children's Services tax that was passed last year here in Clay County. They are doing the same thing, which is kind of a petition; it is a 3/8 cent sales tax to fund early childhood education. Because it is a Kansas City tax, only Kansas City people can vote on it, of course. It will affect everybody who lives in the Kansas City metro area because we all shop in Kansas City. It is another tax. The Mayor's office is telling us that it is polling higher than any tax that has been tested in the last 12 years. There is really a lot of public support for this idea. It will affect the region in some interesting ways. I think there is a lot of appreciation for helping four-year olds to get to pre-school. It is a Kansas City tax, it will serve only Kansas City residents and it can be spent only in Kansas City facilities. For all of the

pre-school facilities in all the suburbs around, the challenge will be that their customers are going to be lured into Kansas City facilities. There will be money to improve facilities, there is capital improvement monies, there's development money, there is going to be money in it to pay better so the competition will be huge, I think, for folks in the suburban areas. Nobody has really addressed that yet at all in this campaign. I'm hoping that some folks will start to try to figure out how it serves the whole community. I think it is just going to be like a one year thing that just a four-year old gets to use it. For people with more than one kid, it would be a very confusing thing unless you just move all your kids to a different facility. We have some very successful high quality pre-school stuff going on in Gladstone and I know some of the other communities do as well. That one is an interesting one. It's not coming through the Council, it's a petition, but the Mayor has taken this on personally and is way out aggressively championing this. You will be hearing more about it but there will be at least two sales tax issues, or two tax issues, on the November ballot for this area."

Mayor Bill Garnos stated: *"I wanted to report on a couple of items: Last Tuesday, we had another lively Parks and Recreation Advisory Board meeting. We had a member of the public there who has been a strong advocate for pickle ball. She was very complimentary about everything that the Community Center has done to try to facilitate more pickle ball but apparently feels that Gladstone should be doing more because it's the fastest growing sport in America and brought that to the Park Board's attention. I also had the privilege last week of attending the ribbon cutting for the grand reopening of the Gladstone's Community Blood Center on North Oak. I had a chance to chat with the head of the Community Blood Centers of Greater Kansas City and he said that they expanded their Gladstone Center because Gladstone has so many regular and very dedicated blood donors. They expanded because they have both the demand and the supply here. As Mayor Pro Tem always mentions, it's always good to see a business reinvest in our city. Congratulations to them and also to the people of Gladstone for being active blood donors, and again, truly giving of themselves for others. Finally, I wanted to note on the calendar that the weekend after the next is the second performance at Theater in the Park with the production of 'Big River', based on the adventures of Huckleberry Finn, which is the first weekend in August. I would also note we have a primary election coming up two weeks from tomorrow on August 7, and I'd like to remind everybody of the importance of voting. With that, Mr. Wingerson, we will move to the Communications from the City Manager, because I know we have a lot on our calendar."*

Item No. 10. On the Agenda. Communications from the City Manager.

City Manager Wingerson stated: *"Mayor, thank you. Just two things, actually. Theater in the Park which you already mentioned, so that doesn't count; Sounds on the Square Concert Series this Friday night from 7:00 – 9:00 pm is Midnight Rodeo at Linden Square so we are excited for that. Super excited for this sort of great event that happens during the day on July 28, Saturday, it's the Fun in the Sun and Cutie Pie Tri. If you have never had a chance to make that either with little kids or just to go watch, it is an amazing event to watch very small children compete in a triathlon style event. Congratulations to the Parks, Rec and Cultural Arts Department for making that happen. Councilman Yarber talked about AJ, so that is it for me, Mayor."*

Item No. 11. On the Agenda. FIRST READING BILL NO. 18-31 An Ordinance authorizing the City Manager of the City of Gladstone, Missouri, to execute a Right-of-Way Agreement by and between the North Kansas City School District No. 74 and the City of Gladstone.

Councilman Mallams moved Bill No. 18-31 be placed on its First Reading. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0). The Clerk read the Bill.

Councilman Mallams moved to accept the First Reading of Bill No. 18-31, waive the rule, and place the Bill on its Second and Final Reading. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0). The Clerk read the Bill.

Councilman Mallams moved to accept the Second and Final Reading of Bill No. 18-31, and enact the Bill as **Ordinance 4.438**. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0)

Item No. 12. On the Agenda. FIRST READING BILL NO. 18-32 An Ordinance amending Ordinance Numbers 2.325, 2.767, 2.956 and 4.000 relating to School Zone Speed Limits and Times under Schedule IX of the Model Traffic Ordinance (Gladstone Municipal Code Section 4.100.020).

Councilman Yarber moved Bill No. 18-32 be placed on its First Reading. **Mayor Pro Tem Suter** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0). The Clerk read the Bill.

Councilman Yarber moved to accept the First Reading of Bill No. 18-32, waive the rule, and place the Bill on its Second and Final Reading. **Mayor Pro Tem Suter** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0). The Clerk read the Bill.

Councilman Yarber moved to accept the Second and Final Reading of Bill No. 18-32, and enact the Bill as **Ordinance 4.439**. **Mayor Pro Tem Suter** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (5-0)

Item No. 13. On the Agenda. Other Business.

There was no other business to come before the Council.

Item No. 14. On the Agenda. Adjournment.

Mayor Garnos adjourned the July 23, 2018, Regular City Council meeting at 7:55 pm.

Respectfully submitted:

Ruth E. Bocchino, City Clerk

Approved as presented: ____

Approved as modified: ____

Mayor Bill Garnos



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/9/2018

Department: Finance

Meeting Date Requested: 8/13/2018

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Semi-annual Financial Statement and Schedule of Investments

Background: Cities are required by the Missouri Revised Statutes to publish a semi-annual financial statement along with a schedule of indebtedness. The amounts in the financial statement is not audited, nor is it final, but a “snapshot” at a period of time when the information is pulled from the financial software.

Budget Discussion: Funds are budgeted in the amount of \$ Click here to enter amount from the Choose a Fund Fund. Ongoing costs are estimated to be \$ Click here to enter amount annually. Previous years' funding was \$Click here to enter amount

Public/Board/Staff Input: The presentation of the financial statements is broken down into fund types, General Fund, Enterprise Funds (Water and Sewer Fund), and Special Revenue Funds (all other funds except General or Enterprise). Total receipts exceed total expenditures by \$1,131,876 with the difference due mainly to capital projects work in progress. The indebtedness of the city is listed by the type of financing. Staff is seeking the approval of the financial statement from the Council before the statement is published on the August 13th City Council agenda. Accompanying the financial statement is a schedule of investments. Over the past year, the City has partnered with our depositor (Commerce Bank) to purchase brokered CD's. The brokered CD's are purchased in amounts under the FDIC insured limit and held to maturity. Before a CD is purchased, the Bank's financial position is assessed through research on Bauer Financial. The conditions set by management to purchase the CD is that the bank must have a home office in the United States of America, coverage by FDIC, and have at least a four out of five star rating from Bauer Financial. Staff has chosen to move to brokered CD's because the interest is much higher than a jumbo CD with banks and balances do not have to be collateralized since they are under the FDIC insured amount. No action is being requested by council, this is just a disclosure for the council.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Dominic Accurso
Department Director/Administrator

City Attorney

City Manager

City of Gladstone, Missouri
Statement of Receipts and Expenditures
For the Period Ending June 30, 2018 (unaudited)

| | General | Special | Enterprise |
|-------------------------------------|----------------------|----------------------|--------------|
| | <u>Fund</u> | <u>Revenue Funds</u> | <u>Fund</u> |
| Receipts | | | |
| Taxes | \$ 10,910,187 | \$ 5,845,498 | \$ - |
| Licenses & Permits | 640,210 | - | - |
| Intergovernmental Revenue | 1,352,237 | 2,531,510 | 61,479 |
| Charges for Services | 3,468,117 | 1,213,175 | 10,249,354 |
| Fines & Forfeitures | 811,322 | 10,943 | - |
| Misc. Revenue | 829,441 | 1,550,610 | 158,558 |
| Debt Proceeds | 4,437 | 6,830,756 | 349,983 |
| Transfers | 231,180 | 2,500,518 | 16,165 |
| Total Receipts | <u>\$ 49,565,680</u> | | |
| Expenditures | | | |
| Personnel | \$ 11,805,164 | \$ 1,316,652 | \$ 1,189,424 |
| Supplies | 984,787 | 144,929 | 406,149 |
| Services | 3,816,482 | 1,521,973 | 6,648,370 |
| Capital | 122,697 | 11,868,717 | 466,156 |
| Debt | 513,940 | 3,796,733 | 1,083,768 |
| Transfers | 1,664,503 | 1,083,360 | - |
| Total Expenditures | <u>\$ 48,433,804</u> | | |
| Indebtedness of the City | | | |
| General Obligation Bonds | \$ 1,000,000 | | |
| Revenue Bonds | 2,800,000 | | |
| Certificates of Participation (COP) | 21,160,000 | | |
| Department of Natural Resources | 456,376 | | |
| Lease Purchase | 19,107,786 | | |
| | <u>\$ 44,524,162</u> | | |

This statement was prepared from recorded receipts and expenditures as shown on the books and records for the City of Gladstone, Missouri, and in compliance with Missouri Revised Statutes, Sec. 77.110. This statement is true and correct to the best of my knowledge.

Mayor Bill Garnos

Date

Schedule of Investments as of

June 30, 2018

| <u>Depository</u> | <u>Amount</u> | <u>Rate</u> | <u>Maturity</u> |
|---|------------------|--------------|--------------------|
| Security Bank of Kansas City | | | |
| Certificate of Deposit | 506,733 | 0.45% | September 8, 2018 |
| Certificate of Deposit | 755,574 | 1.65% | May 13, 2019 |
| Lawson Bank | | | |
| Certificate of Deposit | 263,277 | 1.00% | November 10, 2018 |
| Commerce Bank (brokered Certificates of Deposit) | | | |
| AMERICAN EXPR CENTURION | 248,000 | 1.25% | August 10, 2018 |
| BANK OF HOPE | 249,000 | 1.45% | August 24, 2018 |
| LAKE CITY BANK WARSAW | 249,000 | 1.50% | September 7, 2018 |
| CATHAY BANK | 245,000 | 1.70% | November 27, 2018 |
| CAPITAL BANK LITTLE ROCK | 249,000 | 1.70% | December 24, 2018 |
| FANNIN BANK | 249,000 | 1.80% | February 14, 2019 |
| UNITED BANKERS BANK | 249,000 | 1.85% | March 18, 2019 |
| STATE BANK & TR CO/MACON | 249,000 | 1.80% | April 8, 2019 |
| COMPASS BANK | 244,000 | 2.10% | April 18, 2019 |
| BANK OF PONTIAC | 249,000 | 1.95% | May 14, 2019 |
| BANNER BANK WALLA WALLA | 244,000 | 2.05% | May 24, 2019 |
| BANK OF TENNESSEE | 249,000 | 1.85% | June 10, 2019 |
| SAFRA NATIONAL BANK | 247,000 | 2.10% | July 16, 2019 |
| GOLDMAN SACHS BANK USA | 247,000 | 2.00% | August 7, 2019 |
| UMPQUA BANK ROSEBURG | 247,000 | 2.25% | August 12, 2019 |
| SOUTHERN STATES BANK | 249,000 | 2.20% | August 16, 2019 |
| FRANKLIN SYNERGY BANK | 249,000 | 2.25% | September 20, 2019 |
| INVESTORS COMMUNITY BANK | 249,000 | 2.00% | September 20, 2019 |
| ALLY BANK | 247,000 | 2.30% | October 21, 2019 |
| STURGIS BANK & TRUST | 249,000 | 2.10% | October 21, 2019 |
| MORGAN STANLEY BANK NA | 247,000 | 2.40% | November 12, 2019 |
| SMARTBANK | 249,000 | 2.10% | November 27, 2019 |
| Total Investments | 6,978,584 | | |
| Average Rate | | 1.83% | |

RESOLUTION NO. R-18-50

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH NAVITAS, FOR THE GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$34,109.21 FOR PROJECT CE1857.

WHEREAS, work under the contract with Navitas, for the Guaranteed Energy Savings Performance Contract, Project CE1857, has been completed to the satisfaction of the Director of Parks, Recreation and Cultural Arts.

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

THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to accept work under the contract and make final payment as follows:

| | |
|------------------------------------|---------------------|
| Original Contract Amount: | \$ 4,055,287.00 |
| Change Orders: | - |
| Revised Contract Amount: | \$ 4,055,287.00 |
| Amount Paid to Date: | 4,021,177.79 |
| Total Amount Due Final Pay: | \$ 34,109.21 |

FURTHER, funds for such purpose are authorized from the 2017 lease purchase.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13th DAY OF AUGUST 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-18-50

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/2/2018

Department: Parks & Recreation

Meeting Date Requested: 8/13/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Final payment approval, Project CE1857, Guaranteed Energy Savings Performance Contract.

Background: Work has been completed on the referenced project and the contractor, Navitas, has made application for final pay. Staff has conducted a final inspection and determined the work to be completed in a satisfactory manner, in accordance with the specifications.

Budget Discussion: Funds are budgeted in the amount of \$ 4,200,000.00 from the OTHER Fund. Ongoing costs are estimated to be N/A annually (see Staff Input). Previous years' funding was \$0.00.

Public/Board/Staff Input: The net savings over 15 years is projected to be more than the cost of the project; therefore, these savings will fund the debt service.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Justin Merkey
Department Director/Administrator

City Attorney

City Manager

RESOLUTION R-18-51

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF GLADSTONE, MISSOURI, TO EXECUTE A RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF GLADSTONE AND MCImetro ACCESS TRANSMISSION SERVICES CORP. d/b/a VERIZON ACCESS TRANSMISSION SERVICES.

WHEREAS, MCImetro Access Transmission Services Corp d/b/a Verizon Access Transmission Services, desires to use certain public right-of-way of the City for the purpose of construction, operation and maintenance of a fiber-optic telecommunication system pursuant to the provision of the laws of the State of Missouri; and

WHEREAS, the City Council of the City of Gladstone believes it is in the best interest and welfare of the citizens of Gladstone to enter into an agreement allowing MCImetro Access Transmission Services Corp d/b/a Verizon Access Transmission Services (the "Licensee"), to use the City's Rights-of-Way for such purposes.

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

THAT, the City Manager is hereby authorized to execute the Right-of-Way Agreement attached hereto as Exhibit "A" by and between the City of Gladstone, Missouri and MCImetro Access Transmission Services Corp d/b/a Verizon Access Transmission Services.

INTRODUCED, PASSED, SIGNED, AND MADE EFFECTIVE BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, ON THIS 13RD DAY OF AUGUST, 2018

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-18-51

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/8/2018

Department: General Administration

Meeting Date Requested: 8/13/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Rights-of-Way Use Agreement for Communications Facilities between the City of Gladstone, Missouri, and MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.

Background: MCImetro Access Transmission Services Corp d/b/a Verizon Access Transmission Services (the "Licensee"), has requested access to the City's rights-of-way for the construction of a fiber optic network within the City's corporate boundaries. As the Council will recall, the City's Rights-of-Way Management Ordinance was recently updated to require entities such as the Licensee to obtain Rights-of-Way Use Agreements prior to construction or placement of Licensee facilities in the City's rights-of-way.

Budget Discussion: Funds are budgeted in the amount of \$ from the Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$

Public/Board/Staff Input: The Rights-of-Way Use Agreement before the Council is the form Rights-of-Way Use Agreement provided to the Licensee by the City with only minor changes made to meet the Licensee's unique circumstances.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Chris Williams /Padraic Corcoran
Department Director/Administrator

City Attorney

City Manager

R-18-51

RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, MCImetro Access Transmission Services Corp., a Delaware corporation, d/b/a Verizon Access Transmission Services (the "Licensee"), and the City of Gladstone, Missouri, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined below in 1.2); and

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

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth in the Code of Ordinances of the City, including specifically Chapter 115, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **"Communications Service"** The transmission of writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future,

be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "Communications Service" does not include the rental of conduit or physical facilities, which if proposed must be expressly separately requested below. **Any party seeking to provide cable television service (as defined in 47 U.S.C. § 522), video services (as defined in 67.2677(14) RSMo), or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state, and local law and shall have on file with the City such authorization to provide such services prior to commencement.**

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a material condition of this Agreement to abide by the provisions of such Code and other applicable ordinances of the City as a ROW-user, and to be subject to the enforcement by the City as provided therein and in this Agreement. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from applying for and obtaining all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the Rights-of-Way.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal in the Rights-of-Way, and gives only the right to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access, pole attachment agreements, or other attachment agreements before locating on Facilities controlled or owned by the City or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth in Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate,

and maintain Facilities in, over, under, or along the City's Rights-of-Way for the purposes of supplying Communications Service within the City, subject, however, to the terms and conditions herein set forth within this Agreement and the ROW Code and all such special conditions as may be set forth in Exhibit A. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. The size, location and specifications of the underground Facilities and any future above-ground Facilities not authorized as provided in Exhibit A, are subject to prior City approval and consent. **Licensee shall not have the right to install wireless antennae or antennae support structures in the Rights-of-Way, nor provide services not authorized herein, without express separate written agreement and authorization of the City.** In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by specific a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral, non-discriminatory, and reasonable manner.

2.5 No Interference. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation, and Collocation Requirements. Except in the case of an emergency, Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such written policy or direction as may be established by the City. All new facilities or structures shall collocate on existing poles or within existing conduit, trenches or other existing facilities unless shown to be not feasible. New poles or other

new above ground structures more than 36" in height shall be prohibited except where a verified statement is provided documenting the specific circumstances upon which the City thereafter determines that good cause requiring approval in the public interest or upon which such facility is required to be permitted by superseding law. Licensee shall further make its installed Facilities available to other Licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way for City purposes. The Licensee shall be subject to pay the City reasonable compensation for use of the Rights-of-Way where such a fee is not contrary to applicable law and where established by the City Council.

SECTION 3. TERM AND COMPENSATION

3.1 Term. This Agreement shall be effective for a term of ten (10) years from the Effective Date, subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City as authorized under applicable law, and failure to pay such taxes shall be considered a material breach of this Agreement. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise, subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease or assign this Agreement or its rights under this Agreement, in whole or in part, with prior written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be

reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE

6.1 Forfeiture. In case of failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if Licensee shall lose authority to provide its Communication Service or do business within the City under applicable law, the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, the City shall take action by an affirmative vote of the City Council at the meeting and voting, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance with Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances,

zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 6.115.1110 of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$2,762,789.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy, and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Clerk, except that Licensee may, at its option, assume responsibility for providing such notice in place of Licensee's insurance carrier and in such event, such endorsement of non-cancellation or material change shall not be required. A copy of the insurance policy shall be made available to the City upon request at Licensee's local office in the City, or, if Licensee does not have an office in the City, at Licensee's office nearest to the City. Any self-insurance or deductible above fifty thousand dollars (\$50,000.00) must be declared to and pre-approved by the City. The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo., has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted.

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration, normal wear and tear excepted, of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted. Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the Rights-of-Way, equipment within the Rights-of-Way or otherwise by Licensee's use of the Rights-of-Way.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees. The City shall have the right, in its discretion, to audit the books and records of Licensee to determine if Licensee has properly accounted to the City the amount due to the City under the Licensee's obligation to pay taxes herein.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 6.115.580 of the ROW Code, the City may in its exercise of the public interest request, require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Licensee's Facilities for a public improvement or when reasonably required by the city by reason of public safety. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Licensee shall forthwith remove, **adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice, except in the event Licensee is delayed due to a force majeure event or other event beyond the control of Licensee. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City.**

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said person's request.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power of authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of the City, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the

risk attendant to said provisions, terms, and conditions of this Agreement, and agrees and acknowledges this Agreement to be a lawful and valid agreement between the City and Licensee. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel reasonably acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, councils, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorneys' fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification paragraph or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent (1.5%) interest per month until paid.

SECTION 9. NOTICE

9.1 Notice. Any notice, demand, consent, approval, request or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

Verizon Access Transmission Services
600 Hidden Ridge
Irving, TX 75038
Attn: Franchise Manager

with a copy (except for invoices) to:

Verizon Business Services
1320 N. Courthouse Road, Suite 900
Arlington, VA 22201
Attn: General Counsel, Network & Technology

If Notice to City:

City of Gladstone
Attn: City Manager
7010 N. Holmes Street
Gladstone, MO 64118

9.2 Notice Receipt. If Notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either Party may change its address for Notice by giving Notice of address change to the other Party in the manner for giving Notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF GLADSTONE, MISSOURI

MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services

MAYOR

By: Robert Q. Hayes

Date: _____

Name: Robert Hayes
Title: Senior Manager, Network Engineering and Operations
Date: 08/06/2018

ATTEST:

City Clerk

STATE OF TEXAS

)

) ss.

COUNTY OF DALLAS

)

The forgoing instrument was acknowledged before me this August 6, 2018, by Robert Hayes, on behalf of MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services. This person is personally known to me or has produced a State of Texas Driver's License as identification.

Joseph M. Weachock
(Signature of Notary taking Acknowledgment)
JOSEPH M. WEACHOCK

Notary Public, State of Texas

My Commission Expires: 10/13/2019

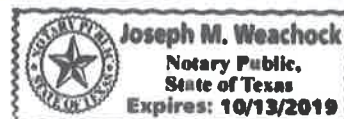


EXHIBIT A

SPECIAL CONDITIONS

The following special conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities or if other utilities are installed aerially at the same location. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.
2. Licensee acknowledges and agrees that it is required to pay all applicable taxes authorized by applicable law, including the laws of the State of Missouri, including the City's license tax as a ROW-user asserting its status as a provider of local telecommunications services and shall remit to the City such tax on gross receipts of all of its revenue from its services authorized herein or otherwise as required by Article 5 of Chapter 105 of the City's Code of Ordinances, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.
3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf that are identified on the right-of-way permit application or otherwise identified to the City) shall not authorize third-parties without a valid license, Right-of-way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.
4. For purposes of clarification only, a document providing Communication Service or the means of providing Communication Service to a third party as authorized herein but nominated or referred to as lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of providing a Communication Service, solely because of such nomenclature or reference provided it otherwise complies with the requirements of this Agreement and meets the following conditions: (i) does not provide the third-party with an ownership or property interest in or any form or type of title in the ROW, ROW Agreement, or any facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own, control, maintain, modify, physical access, or revise the facilities in the ROW, whether specific facilities or not; and (ii) does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

RESOLUTION NO. R- 18-52

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM SHAWNEE MISSION FORD FOR THE ACQUISITION OF A 4X4 DRW CREW CAB TRUCK WITH FLATBED, SPREADER, AND SNOWPLOW IN THE TOTAL AMOUNT OF \$53,968.

WHEREAS, Mid-America Council for Public Procurement (MACPP) requests and accepts proposals for specialty equipment on a State level; and

WHEREAS, staff reviewed the MACPP contracts for the purchase of a 4x4 DRW crew cab truck with flatbed, spreader, and snowplow; and

WHEREAS, the Department of Public Works recommends the acceptance of the MACPP contract proposal from Shawnee Mission Ford for the purchase of a 4x4 DRW crew cab truck with flatbed, spreader, and snowplow in the net amount of \$53,968.

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

THAT, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal of Shawnee Mission Ford in the amount of \$53,968.

FURTHER, THAT, funds for such purpose are authorized from the General and CWSS Funds.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13th DAY OF AUGUST 2018.

Mayor Bill Garnos

Attest:

Ruth Bocchino, City Clerk



Request for Council Action

RES ☒ # R-18-52

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/7/2018

Department: Public Works

Meeting Date Requested: 8/13/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Fleet truck purchase

Background: Staff reviewed the Mid-America Council for Public Procurement (MACPP) contracts for the purchase of a current model year 4x4 DRW Crew Cab truck with flatbed, snowplow, and spreader. MACPP requests and accepts proposals for specialty equipment on a State level.

Budget Discussion: Funds are budgeted in the amount of \$29,000 from the General Fund and \$29,000 from the CWSS Fund. Ongoing costs are estimated to be \$ N/A annually. Previous years' funding was \$N/A

Public/Board/Staff Input: After reviewing the MACPP contracts for a 4x4 DRW crew cab truck, it is the recommendation of the Department of Public Works to accept the bid of Shawnee Mission Ford for a 2018 F-350 4x4 DRW Crew Cab with Flatbed, Snow Plow, and Spreader in the amount Total \$60,468.00. This vehicle will replace the current 2008 F-350 DRW 4x4 with Flatbed, Snow Plow, and Spreader. Asset# 1390. VIN# 1FDWF37R38EB35532. The trade-in value is \$6,500, which makes the net purchase price \$53,968.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Timothy A. Nebergall
Department Director/Administrator

City Attorney

City Manager

BILL NO. 18-33

ORDINANCE NO. 4.440

AN ORDINANCE AMENDING SECTION 4.110.160 OF THE GLADSTONE CITY CODE (ORDINANCE 3.424) DESIGNATING CERTAIN STREETS AS EMERGENCY SNOW ROUTES.

WHEREAS, Section 4.110.160 of the Gladstone City Code (Ordinance 3.424) designates certain streets as emergency snow routes; and

WHEREAS, it is necessary to update the designated emergency snow routes due to updates in the City's transportation system.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. AMENDMENT OF SECTION 4.110.160.

Section 4.110.160 of the Gladstone City Code (Ordinance 3.424) is hereby amended to reflect changes detailed on the attached Exhibit "A".

SECTION 2. SEVERABILITY CLAUSE.

The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of the Ordinance.

SECTION 3. EFFECTIVE DATE.

Section 4.110.160 as amended in Exhibit "A" shall become effective upon passage.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13th DAY OF AUGUST, 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk

1st Reading: August 13, 2018

2nd Reading: August 13, 2018



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 18-33

ORD # City Clerk Only

Date: 8/6/2018

Department: Public Works

Meeting Date Requested: 8/13/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Snow Route Designations

Background: With the realignment of NE Pleasant Valley Road and NE 64th Street becoming a cul-de-sac at the east City limits, staff reviewed the current snow route designations.

Budget Discussion: Funds are budgeted in the amount of \$ 500 from the General Fund. Ongoing costs are estimated to be \$ N/A annually. Previous years' funding was \$

Public/Board/Staff Input: Staff recommends that Sec. 4.110.160, Schedule X be modified as shown on the attached Exhibit "A"

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Timothy A. Nebergall
Department Director/Administrator

City Attorney

City Manager

EXHIBIT A – Amendments Section 4.110.160

Emergency Snow Routes

| Remove | | |
|---|----------------------------|----------------------------|
| Street | From | To |
| N. Jackson Street | NE 64 th Street | NE 66 th Street |
| NE 64 th Street (NE Pleasant Valley Road) | N. Antioch Road | N. Jackson Street |
| Add | | |
| NE Pleasant Valley Road | N. Antioch Road | East City Limits |
| NE Shady Lane Drive | N. Bales Avenue | East City Limits |
| NE 69 th Street | N. Oak Trafficway | N. Troost Avenue |

BILL NO. 18-34

ORDINANCE NO. 4.441

AN ORDINANCE ESTABLISHING CERTAIN FEES AND CHARGES FOR SERVICES AND ACTIVITIES PROVIDED BY THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, AND AMENDING ORDINANCE 4.400.

WHEREAS, the City has the authority to charge fees for management of the rights-of-way; including, but not limited to, costs associated with registering applicants; issuing, processing, and verifying rights-of-way permit applications; inspection of job sites and other costs that may be considered “management costs” or “rights-of-way management costs” under section 67.1830 RSMo and Chapter 115, Managing Excavation and Use of City Rights-of-Way of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ENACTMENT OF NEW FEES FOR UTILITY PERMITS.

The new fees and charges for certain services and activities as set out in the attached Exhibit “A” are hereby adopted for inclusion in the City Schedule of Fees and Charges.

SECTION 2. SEVERABILITY CLAUSE.

The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of the Ordinance.

SECTION 3. EFFECTIVE DATE.

The Fees and Charges as set out in Exhibit “A” shall become effective upon passage.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13th DAY OF AUGUST, 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk

1st Reading: August 13, 2018

2nd Reading: August 13, 2018



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 18-34

ORD # City Clerk Only

Date: 8/6/2018

Department: Public Works

Meeting Date Requested: 8/13/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Utility Permit Fees

Background: See attached detailed memorandum

Budget Discussion: Funds are budgeted in the amount of \$ N/A from the N/A Fund. Ongoing costs are estimated to be \$ N/A annually. Previous years' funding was \$

Public/Board/Staff Input: See attached detailed memorandum

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Timothy A. Nebergall
Department Director/Administrator

City Attorney

City Manager



***Department of Public Works
Memorandum***

DATE: July 30, 2018

TO: Scott Wingerson, City Manager

FROM: Timothy A. Nebergall, Director of Public Works

RE: Utility Permit Fees

Background:

The City of Gladstone has the authority to charge fees for management of the rights-of-way; including, but not limited to, costs associated with registering applicants; issuing, processing, and verifying rights-of-way permit applications; inspection of job sites and other costs that may be considered “management costs” or “rights-of-way management costs” under section 67.1830 RSMo.

Chapter 115, Managing Excavation and Use of City Rights-of-Way of the City Code states that “...applicable rights-of-way permit fee shall be recommended by the Director of Public Works, approved by the City Council, and set out in the schedule of fees and charges as maintained in the City Clerk's office.” Erin Seele of Cunningham, Vogel, and Rost, P.C. provided a detailed review of the ordinance in a recent open study session and the revised ordinance was adopted on June 14, 2018.

The code states that a separate fee structure shall be established for minor projects that require excavation in the rights-of-way in which a single excavation of no greater than 150 square feet is made and for major projects that require additional staff time and resources due to size and complexity. The fee shall include an administrative component and inspection component. Furthermore, the code allows the City to issue permits for facilities maintenance projects in the rights-of-way that disrupt traffic.

Analysis:

The City of Gladstone has issued utility permits for a number of years; however, there has been no fee for this service. Currently, all companies requesting a utility permit must complete an online application that details the scope of the project and emergency contact information. The applicant must also submit proof of insurance, bonding, and obtain a City business license (if required).

The entire administrative process takes approximately 1-hour (\$37.50) to complete for minor projects. Once the project is complete, City staff will conduct an inspection of the site, which takes another 1-hour to complete (\$37.50). The total cost to provide this service is estimated to

be \$75.00. Minor lineal installations up to 100 feet require approximately the same amount of staff time.

Major projects require additional City time and resources to manage. In 2016, a regional fiber company installed approximately 2,700 linear feet of new fiber on NE Englewood Road from N. Oak Trafficway to the west City limits. The City's estimated cost to manage the public rights-of-way for this project was \$1,100.

To assist in developing a fee structure, staff contacted several local Cities. Following is a summary of each City's utility permit fees:

| <u>City</u> | <u>Excavation</u> | <u>Lineal Installations</u> |
|------------------|----------------------|---|
| Blue Springs, MO | \$0 | \$0 |
| Kansas City, MO | \$162 per excavation | \$162 per 100 lineal feet |
| Kearney, MO | \$5 per permit | - |
| Liberty, MO | \$45 per permit | - |
| Merriam, KS | \$120 per permit | \$160 for the first 100 lineal feet, \$40 for each 100 lineal feet thereafter |
| Raytown, MO | \$75 per excavation | \$75 per City block |

Recommendations:

Staff recommends the adoption of the following fee structure for utility permits requiring excavation in the rights-of-way:

Minor Projects

1. Projects with a single excavation no greater than 150 square feet - \$75 per excavation (non-refundable base fee).
2. Contiguous lineal installations no greater than 100 feet including those facilities installed by boring - \$75 per location (non-refundable base fee).

Major Projects

1. Contiguous lineal installations greater than 100 feet including those facilities installed by boring - \$75 for the first 100 feet plus \$37.50 for each additional 100 feet thereafter.

City staff also recommends the creation facilities maintenance permit (no excavation) as a means to monitor lane/street closures. The permit would specifically apply to lane closures on collectors and arterials such as NE 72nd Street and N. Oak Trafficway and the full closure of all residential streets. Staff is proposing an administrative fee of \$37.50 to provide this service. Installation and maintenance of all traffic control will remain the responsibility of the applicant. No fee is recommended for other types of facilities maintenance work.

Facilities Maintenance Permit Fee (No Excavation)

1. Facilities Maintenance Permit that requires a lane closure on a collector or arterial street or complete closure of any residential street - \$37.50 per location.

2. All other facility maintenance work that does not require excavation or street/lane closure
– No fee

Missouri law requires that all fees be substantiated and attorney's fees must be excluded.

Over the past three (3) years, the City has issued a total of 126 permits. The majority of these projects would be considered minor projects. The proposed fee structure will allow the City to recover its actual and substantiated costs for both minor and major projects.

If you have any questions, please contact me at your convenience.

EXHIBIT A – Utility Permit Fees

Excavation Permit Fee*

Minor Projects

1. Projects with a single excavation no greater than 150 square feet - \$75 per excavation (non-refundable base fee).
2. Contiguous lineal installations no greater than 100 feet including those facilities installed by boring - \$75 per location (non-refundable base fee).

Major Projects

1. Contiguous lineal installations greater than 100 feet including those facilities installed by boring - \$75 for the first 100 feet plus \$37.50 for each additional 100 feet thereafter.

* The fee charged by the City is its cost incurred for rights-of-way management; including, but not limited to, costs associated with registering applicants; issuing, processing, and verifying rights-of-way permit applications; inspection of job sites and other costs that may be considered “management costs” or “rights-of-way management costs” under section 67.1830 RSMo. Excess fees collected and not used by the City shall be refundable to the applicant upon written request of the applicant after closure of the permit and start of the warranty period.

Facilities Maintenance Permit Fee (No Excavation)

1. Facilities Maintenance Permit that requires a lane closure on a collector or arterial street or complete closure of any residential street - \$37.50 per location.
2. All other facility maintenance work that does not require excavation or street/lane closure – No fee.

| 2016 Fiber Installation - 2700-LF | | | | | | | |
|-----------------------------------|-----------------------------------|----------|-----------------|--------------------------|------------------------------|-------------------------|--------------|
| Task | Description | Clerical | Field Personnel | Construction Coordinator | City Engineer/Superintendent | Department Director | City Manager |
| 1 | Project Initiation | \$25 | \$25 | \$32 | \$43 | \$71 | \$84 |
| 2 | Kickoff Meeting | 0.50 | | | 1.00 | 1.00 | 1.00 |
| 3 | Plan review | | | | 2.00 | 2.00 | |
| 4 | Issue Permit | | | | 1.00 | 1.00 | |
| 5 | Construction Services | | 8.00 | | | | |
| 6 | Final Inspection/Project Closeout | 0.50 | | 1.00 | 1.00 | 1.00 | |
| Total Hours | | 1.00 | 8.00 | 1.00 | 5.00 | 7.00 | 1.00 |
| Manpower Cost | | \$25.00 | \$200.00 | \$32.00 | \$215.00 | \$497.00 | \$84.00 |
| | | | | | | Estimated Expenses (5%) | \$1,053.00 |
| | | | | | | Grand Total | \$52.65 |
| | | | | | | | \$1,105.65 |

Recommended Fee Structure = \$75 for 1st 100 LF plus \$37.50 per 100 LF thereafter

Calculated Fee (Based on 2700-LF) \$1,050.00 ok checks