



GLADSTONE CITY COUNCIL
OPEN STUDY SESSION MEETING
MONDAY, JULY 23, 2018

AGENDA
TIME: 7:15 PM

1. **Linden Square Banners:** City Engineer Anthony Sands will present research on vinyl banners to identify a “sense of place” surrounding downtown Gladstone. Mr. Sands will share the proposed banners locations and conceptual banner designs during the Open Study Session.



Department of Public Works
Memorandum

DATE: July 18, 2018
TO: Scott Wingerson, City Manager
FROM: Anthony Sands, City Engineer AJS
THROUGH: Timothy A. Nebergall, Director of Public Works TAN
RE: Decorative Vinyl Banners

Over the past several months, City staff has been researching vinyl banners and brackets designed to be attached to the decorative light poles in the downtown area. These new banners will line the streets in the area adding a touch of color and expanding the "sense of place" surrounding downtown Gladstone.

In researching the new pole banners, staff addressed design issues regarding the wind stress placed on the light poles. The new banners will be installed with mounting hardware designed to "shed" stress from wind loads. These new brackets will allow the banner to bend in strong winds and automatically spring back into place. The new brackets will help extend the life of the banners and drastically take stress off the light poles.

The new banners will be 24 inches wide by 60 inches tall; which is slightly larger than previous banners used by the City. This size was determined as optimal for displaying graphics to vehicles and pedestrians using downtown streets. Currently, fifty light poles in the downtown area have been identified to evenly distribute the banners.

The estimated cost associated with implementation is as follows:

80 New Vinyl Graphic Banners	\$7,000.00
50 New Wind Spilling Spring Brackets and Mounting Hardware	\$8,000.00
Total	\$15,000.00

The cost of maintenance is estimated to be \$1000 annually.

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



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

The City Council will meet in Closed Executive Session at 6:30 pm Monday, July 23, 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(2) for Real Estate Acquisition Discussion, 610.021 (3) Personnel, and 610.021(9) Employee Groups.

OPEN STUDY SESSION MEETING 7:15 PM

1. **Linden Square Banners:** City Engineer Anthony Sands will present research on vinyl banners to identify a "sense of place" surrounding downtown Gladstone. Mr. Sands will share the proposed banners locations and conceptual banner designs during the Open Study Session.

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 9, 2018, Closed City Council Meeting Minutes.**
6. **Approval of the July 9, 2018, Regular City Council Meeting Minutes.**

7. CONSENT AGENDA

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.

RESOLUTION R-18-49 A Resolution declaring certain city property Surplus and authorizing the donation of surplus items to The Surplus Exchange.

APPROVE MONTH END JUNE, 2018

REGULAR AGENDA

8. Communications from the Audience.

9. Communications from the City Council.

10. Communications from the City Manager.

11. 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.

12. 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).

13. Other Business.

14. Adjournment.

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

City Clerk Ruth Bocchino	Posted at 2:15 pm
City of Gladstone	July 19, 2018
7010 North Holmes	
Gladstone, MO 64118	
816-423-4096	



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JULY 9, 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 Padraic Corcoran
City Clerk Ruth Bocchino

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

Mayor Garnos opened the Regular City Council Meeting Monday, July 9, 2018, at 7:37 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.

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

The agenda was approved as published.

Item No. 5. On the Agenda. Approve of the June 25, 2018, Closed City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the June 25, 2018, Closed 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. 6. On the Agenda. Approval of the June 25, 2018, Regular City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the June 25, 2018, Regular 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)

REGULAR AGENDA.

Item No. 7. On the Agenda. Communications from the Audience.

There were no communications from the audience.

Item No. 8. On the Agenda. Communications from the City Council.

Councilman Yarber stated: *"I saw OKLAHOMA over the weekend. It was a great show for Theater in the Park. This Saturday, the Atkins-Johnson Farm will have Children's Garden Day. It will be a program with crafts, activities, recipes, demonstrations, and each child can take home their very own seed starter kit. That is this Saturday, 9:00 am to noon."*

Councilmember Jean Moore stated: *"Just one comment. I had the opportunity, as the liaison to the Planning Commission, to attend a special meeting that they had that was done by our City Counselor, Chris Williams. I wanted to thank him for doing that. It was a presentation for new members and current members of the Planning Commission. It was about Land Use Law training. So, as you can understand, it was riveting. Chris did a great job and I'm sad that more of the Planning Commission members were not able to attend. That was the sad part, but it was a very good presentation, very well done."*

Mayor Pro Tem Suter stated: *"KUDOS to staff and to the Northland Band. Again, another wonderful 4th of July. I had two vans full of my family packed over there to see the fireworks and we enjoyed it. I did note, in the time that we were sitting there, our typical problem where women were lined up for the entire time trying to use the restroom and men were popping in and out and off they went. I'm hoping in the new concession stand that we are building with the school that we are going to help remedy that a bit by having far more facilities for women. It's sad when people can't even see the fireworks because they have children and they have to be standing in line waiting."*

Mayor Bill Garnos stated: *"I also wanted to thank city staff for all their work on the Independence Day Celebration at Oak Grove Park. It is one of my favorite events of the year. Seeing all the people sitting on the lawn chairs listening to patriotic music, watching the fireworks; it's one of the things that I think makes this community special and it is one of my favorite events of the year. I also wanted to thank: the Northstar Community Band; our Public Safety Department, who provided the Color Guard and the Police Bike Patrol for the evening; the volunteers with the Gladstone Emergency Management Agency for helping with the parking; and a special thanks to Justin and all the Parks and Rec staff for working so hard to coordinate"*

the event. I think the park looked great. Unfortunately, the gathering of past Mayors and Councilmembers was a bit of a bust, but we tried. Again, thanks to Justin and thanks to Ruth for coordinating the invitations."

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

City Manager Wingerson stated: "Very quickly, Friday night at Linden Square is Cherry Bomb, big event, and the movie Saturday night is Coco."

Item No. 10. On the Agenda. RESOLUTION R-18-46 A Resolution authorizing Change Order No. 3 in the amount of \$67,915.00 for the contract with Lan-Tel Communications Services, Incorporated, for the 2018 Curb, Gutter, and Sidewalk Project TP1804.

Mayor Pro Tem Suter moved to approve **RESOLUTION R-18-46** A Resolution authorizing Change Order No. 3 in the amount of \$67,915.00 for the contract with Lan-Tel Communications Services, Incorporated, for the 2018 Curb, Gutter, and Sidewalk Project TP1804. **Councilman Mallams** 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. 11. On the Agenda. RESOLUTION R-18-47 A Resolution authorizing the City Manager to execute a contract with Superior Bowen Asphalt Company, LLC, in the total amount not to exceed \$651,228.75 for the 2018 Mill and Overlay Program Project TP1906.

Councilman Mallams moved to approve **RESOLUTION R-18-47** A Resolution authorizing the City Manager to execute a contract with Superior Bowen Asphalt Company, LLC, in the total amount not to exceed \$651,228.75 for the 2018 Mill and Overlay Program Project TP1906.

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. APPROVE OUTDOOR SPECIAL EVENT PERMIT: Atkins-Johnson Farm Run/Walk, 4109 NE Pleasant Valley Road, Friday, August 24, 2018, 6:00 – 8:00 pm; Saturday, August 25, 2018, 5:00 am – 10:00 pm.

Councilman Yarber moved to approve the **OUTDOOR SPECIAL EVENT PERMIT:** Atkins-Johnson Farm Run/Walk, 4109 NE Pleasant Valley Road, Friday, August 24, 2018, 6:00 – 8:00 pm; Saturday, August 25, 2018, 5:00 am – 10:00 pm. **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 9, 2018, Regular City Council meeting at 7:45 pm.

Respectfully submitted:

Ruth E. Bocchino, City Clerk

Approved as presented: ____

Approved as modified: ____

Mayor Bill Garnos

RESOLUTION NO. 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.

WHEREAS, work under the contract with McConnell and Associates Corporation, for the North Campbell Street Improvements – Northeast 70th Terrace to Northeast 72nd Street, Project TP1708, has been completed to the satisfaction of the Director of Public Works.

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:	\$ 421,248.34
Change Orders:	<u>64,271.55</u>
Revised Contract Amount:	\$ 485,519.89
Amount Paid to Date:	<u>485,019.89</u>
Total Amount Due Final Pay:	<u>\$ 500.00</u>

FURTHER, THAT, funds for such purpose are authorized from the Transportation Sales Tax Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23rd DAY OF JULY 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-18-48

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/18/2018

Department: Public Works

Meeting Date Requested: 7/23/2018

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

Subject: Final payment approval, Project TP1708, North Campbell Street Improvements.

Background: Work has been completed on the referenced project and the contractor, McConnell and Associates Corporation, 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 \$ 485,000.00 from the TST Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$0.00.

Public/Board/Staff Input: Change orders on this project included modification of the Public Safety parking lot to accommodate the Farmer's Market, repair of the west Public Safety stairs, removal and replacement of a trench drain located at Fire Station No. 2, and adjustment of final quantities on N. Campbell.

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

Timothy A. Nebergall
Department Director/Administrator

PC
City Attorney

SW
City Manager

RESOLUTION NO. R-18-49

A RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE DONATION OF SURPLUS ITEMS TO THE SURPLUS EXCHANGE.

WHEREAS, the items set forth in the attachment, Exhibit "A" are no longer necessary for any municipal public purpose of the City; and

WHEREAS, the items set forth in Exhibit "A" are obsolete technology that would be more costly to properly dispose of than their present value, and therefore, should be donated to the non-profit organization known as The Surplus Exchange, which is able to salvage and otherwise properly dispose of such obsolete technology.

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

THAT, the items set forth in Exhibit "A" are hereby declared as surplus property of the City of Gladstone; and

FURTHER, THAT, the City Manager of the City of Gladstone is hereby authorized to donate the items set forth in Exhibit "A" to the non-profit organization known as The Surplus Exchange.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23rd DAY OF JULY 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # 18-49

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/6/2018

Department: Finance

Meeting Date Requested: 7/23/2018

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

Subject: IT Surplus Property

Background: Authorization is being requested to dispose of surplus property by the IT division. Because of the cost associated with the disposal of outdated and non-functioning electronic equipment, the surplus property will be donated to Surplus Exchange, a local not-for-profit. Please see Exhibit A for a list of property to be disposed.

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:

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

Dominic Accurso
Department Director/Administrator

PC
City Attorney

SW
City Manager

Exhibit A

Surplus Item	IT Asset	Serial Num	Purchased
Apc RS900 UPS	n/a		
APC RS900 UPS	n/a		
APC BackUPS CS 350 UPS	UPS.023	4B1009P48914	
SUA 3000RM2U UPS	n/a	J50639016717	
SUA 2200 R2Y106 UPS	UPS.028	WS12121803R	06/30/10
Procurve 420 AP	AP.008	CN744YY012	12/17/07
Compaq Presario V2000 dz667av	L.016	CNF5251J0P	06/28/05
Compaq NC6320 Laptop	L.018	CNU63801DM	10/17/06
HP 6530b Laptop	L.027	CNU9569VBX	01/08/10
HP 6305B Laptop	L.028	CNU9469VDB	01/08/10
Compaq Evo D515 pc	C.200	USW32801G2	07/14/03
Compaq dc5100 pc	C.228	2UA5200MZH	06/01/05
Compaq dc5100 pc	C.231	MXL6120CXS	04/04/06
Compaq dc5700 pc	C.247	MXM720072D	06/23/07
HP DC5800 pc	C.272	2UA8140QNP	04/21/08
HP dc5800 pc	C.292	MXL90707XV	02/23/09
HP DC5800 pc	C.294	MXL90707XR	02/23/09
HP DC5800 pc	C.300	MXL90707XP	02/23/09
HP DC5800 pc	C.301	MXL90707XY	02/23/09
HP 6005 Pro pc	C.313	2UA0160WTP	06/28/10
HP 6005 Pro pc	C.315	2UA0160WQ5	06/08/10
HP 6005 Pro pc	C.318	2UA0160WRQ	06/08/10
HP 6305 Pro pc	C.358	MXL3181YQ8	05/22/13
HP ProDesk 400g1 pc	C.407	2UA44322JK	12/12/14
Dell Optiplex 9020 pc	n/a	JS48N22	
HP LaserJet 4000 printer	P.048	USNC156918	11/13/98
HP Laserjet 3015	P.064	CNBM061709	04/17/04
Xerox Phaser 6360N printer	P.081	DBY132366	11/01/07
Epson TM u220a printer	P.086	FFGF009717	09/09/09
Epson TM u220a receipt prt	P.090	FFBF031955	04/04/12
Epson TM u220a printer	P.085	FFCF011017	08/27/09
Epson TM u220a printer	P.085	FFCF011017	08/27/09
Epson TM u220a printer	P..105	FFCF011017	08/27/09
HP Officejet 100 mobile printer	P.102	MY56FF11FN	09/21/15
Compaq V50 monitor	M.96	706BC060E906	09/03/97
HP L1906 monitor	M.252	CND6300V1H	10/11/06
HP L1906 monitor	M.294	CNC818P9P4	06/18/08
HP L1910 monitor	M.299		06/18/08
HP L1906 monitor	M.306	CNC818PB44	06/18/08
HP L1906 monitor	M.307	CNC818PB4W	06/18/08
HP L1906 monitor	M.315	CNC818P9TT	06/18/08
ASUS VW224T 22 monitor	M.354	9BLMTF024759	01/19/10
Asus 24 vw246h monitor	M.357	A3LMQ5088946	05/19/10

Exhibit A

Surplus Item	IT Asset	Serial Num	Purchased
LG EB2442 monitor	M.403	301NDRFPG254	04/26/13
LG 24M47VQ-P monitor	M.465	503NDEZH1188	05/29/15
Accusync AS191-BK	M.363	07125782NA	
Accusync AS191-BK	M.362	081320058NA	
Gvision P19BH-AB monitor	n/a	I9NJ03200076	
Gvision P19BH-AB monitor	n/a	I9NJ03200026	
HP MSA 1000 SAN SCSI Starter G2 Kit	SN.001	2S171210KJ	03/14/07
NetGate SG8100 router	n/a	602324624510651	2007
NetGate SG8100 router	n/a	602321406120782	2007
CISCO 2811 router	n/a	FTX1109A119	2007
CISCO 2811 router	n/a	FTX1113A521	2007
US Robotices 34538 modem	n/a	4MBR47BG0053	2007
US Robotices 34538 modem	n/a	4MBRY89G0592	2007
Epson PowerLite Projector	n/a		2001
Ricoh Fax 1190L	n/a	A56 29000105	
HP Proliant ML3560 server	FS.010	USE707N4L0	02/20/07
Proliant ML350 G5 server	FS.013	USE716N66R	04/24/07
Proliant DL360 G5 server	FS.017	MXQ803A0RS	01/22/08
IPhone 4	MDC.005	579C-E2430A	
IPhone 4	MDC.004	354410060079244	
Iphone 4s	MDC.006	BCG-E2430A	
IPhone 5	MDC.003	358813053285148	01/01/15
IPhone 5	MDC.007	358811057977223	
IPhone 5	MDC.002	990002785113380	01/01/15
Iphone 5s	Mdc.001	358811051034641	01/01/15
iPhone 5s	MDC.030	358811058992668	01/01/15
Iphone 6s	MDC.017	359157079437930	11/07/16
Iphone 6	MDC.031	359235066259143	
IPhone 6	MDC.046	354445062256531	
IPhone 6	MDC.019	359239066905218	
IPhone 6	MDC.032	358370060354433	
IPhone 6	MDC.026	354403060578737	
IPhone 6	MDC.011	359239066905218	01/01/15
IPhone 6	MDC.025	359300064970206	
iPhone 6s	MDC.023	359157078981177	11/17/16
iPhone 6s	MDC.020	359156078267397	11/07/16



CITY OF GLADSTONE MISSOURI

Financial Report for Twelve Months Ended
June 30, 2018

GENERAL FUND

Revenue Source	June 2018	June 2017	\$ Change	% Change	% of Budget	FY18 Budget
Property Tax	\$ 3,545,228	\$ 3,367,163	\$ 178,065	5%	103%	\$ 3,454,937
Sales Tax	3,915,568	4,017,537	(101,969)	-3%	99%	3,939,545
Gross Receipts Tax	3,449,391	3,501,836	(52,445)	-1%	98%	3,512,621
Licenses & Permits	640,210	615,080	25,130	4%	97%	656,750
Intergovernmental	1,350,755	1,336,328	14,427	1%	100%	1,344,474
Charges for Services	3,734,325	3,522,577	211,748	6%	109%	3,419,294
Fines & Forfeitures	811,322	873,706	(62,384)	-7%	77%	1,060,000
Operating Revenues	17,446,799	17,234,227	212,572	1%	100%	17,387,621
Misc. Revenue	1,031,706	613,953	417,753	68%	106%	974,076
Equity Transfer	2,004,809	500,676	1,504,133	300%	100%	2,004,809
Total Revenues	\$ 20,483,314	\$ 18,348,856	\$ 2,134,458	12%	101%	\$ 20,366,506

Total revenues for the General Fund through twelve months or 100% of this fiscal year are \$20,483,314 compared to total budgeted revenues for the year of \$20,366,506 or 101%. Operating revenues for the General Fund are \$17,446,799 while last year at this time operating revenues were \$17,234,227 resulting in a \$212,572 increase. Property tax collections have increased 5% over last year. Sales tax on a cash basis has decreased by 3% with two months remaining to accrue. Gross receipts taxes have decreased by 1% due to a decline in land lines and lower reported gross receipts from wireless companies. License and Permits revenues have increased by 4%. Intergovernmental is up 1% due to a higher distribution from the Road District. Charges for Services revenue is up 6% due to Emergency Medical Service transports and Senior Activities. Fines and Forfeitures are down 7%. Miscellaneous Revenue is up 68% due to interest income, and insurance settlements. Equity transfer is up because additional funds were available for re-appropriations in FY18 and the funding of downtown development.

Expenditure Function	June 2018	June 2017	\$ Change	% Change	% of Budget	FY18 Budget
General Administration	\$ 1,222,208	\$ 1,183,013	\$ 39,195	3%	96%	\$ 1,276,340
Finance	1,354,726	1,454,206	(99,480)	-7%	93%	1,457,451
Public Safety	7,807,278	7,895,847	(88,569)	-1%	94%	8,273,261
Public Works	2,267,539	2,106,617	160,922	8%	96%	2,352,276
Community Development	755,311	730,117	25,194	3%	94%	801,897
Parks & Recreation	2,553,621	2,733,388	(179,767)	-7%	88%	2,916,725
Non-Departmental	728,360	783,136	(54,776)	-7%	83%	874,823
Transfers/Debt	2,157,880	517,279	1,640,601	317%	88%	2,441,456
Total Expenditures	\$ 18,846,923	\$ 17,403,603	\$ 1,443,320	8%	92%	\$ 20,394,229

Expenditures through twelve months or 100% of this fiscal year amounted to \$18,846,923 or 100% of FY18 budgeted expenditures of \$20,394,229. Actual expenditures are up 8% or \$1,443,320 more than last year's

expenditures of \$17,403,603. General Administration expenditures are up 3% due to staffing changes. Finance expenditures are down 7% due to a frozen position. Public Safety expenditures are down 1% due to open positions. Public Works expenditures are up 8% due to contractual payments and to the purchase of fixed assets. Community Development expenditures are up 3% due to a filled position. Parks & Recreation expenditures are down 7% compared to last year due to senior activities and vacant positions. Non-Departmental is down 7% due to a decrease in building demolition. Transfers/Debt is up due to a transfer for Downtown development. Current revenues are greater than expenditures in the amount of \$1,636,391. Both revenue and expenditure numbers are not final year end amounts. These amounts will be subject to receivable, payable, and accrual adjustments.

COMBINED WATER AND SEWERAGE SYSTEM FUND

Revenue Source	June 2018	June 2017	\$ Change	% Change	% of Budget	FY18 Budget
Sanitation	\$ 6,100,729	\$ 5,707,364	\$ 393,365	7%	98%	\$ 6,194,154
Water	4,148,624	3,847,382	301,242	8%	99%	4,194,930
Operating Revenues	10,249,353	9,554,746	694,607	7%	99%	10,389,084
Misc Revenue	586,173	99,639	486,534	488%	128%	457,266
Equity Transfer	64,126	7,000	57,126	816%	100%	64,026
Total Revenues	<u>\$ 10,899,652</u>	<u>\$ 9,661,385</u>	<u>\$ 1,238,267</u>	<u>13%</u>	<u>100%</u>	<u>\$ 10,910,376</u>

Total budgeted revenues for the fiscal year are \$10,910,376. Total revenues through twelve months or 100% of this fiscal year, amounted to \$10,899,652 or 100% of FY18 budgeted revenues. This reflects an increase of \$1,238,267 from last year's revenues of \$9,661,385. Operating revenues are up 7% from last year due to rate increases in both water and sewer. Miscellaneous revenues are up due to a refund for overbilling of electricity at the water plant and lease proceeds.

Expenditure Function	June 2018	June 2017	\$ Change	% Change	% of Budget	FY18 Budget
Production	\$ 1,258,872	\$ 1,288,351	\$ (29,479)	-2%	99%	\$ 1,277,488
Operations & Maint	1,306,105	1,311,249	(5,144)	0%	81%	1,617,966
Sewer Collection	374,756	357,653	17,103	5%	86%	437,320
Non-Departmental	5,920,948	5,669,413	251,535	4%	92%	6,448,521
Transfers to Reserve	50,000	-	50,000	0%	100%	50,000
Debt Payments	1,083,768	1,055,446	28,322	3%	100%	1,078,700
Total Expenses	<u>\$ 9,994,449</u>	<u>\$ 9,682,112</u>	<u>\$ 312,337</u>	<u>3%</u>	<u>92%</u>	<u>\$ 10,909,995</u>

Total budgeted expenses for the fiscal year are \$10,909,995. Total expenses through twelve months or 100% of this fiscal year amounted to \$9,994,449 or 92% of FY18 budgeted expenses. Actual expenses are 3% or \$312,337 more than last year's expenses of \$9,682,112. Production expenditures are down 2% due to corrections to electric billing setup at the well fields. Operations division expenditures are flat. Sewer division expenditures are up 5% due to increased personnel costs. Non-departmental is up 4% due to increases in sewer payments to Kansas City. Debt payments are up 3%. Current revenues are greater than expenses for the fiscal year. Net income on a cash basis is \$905,203. Both revenue and expenditure numbers are not final year end amounts. These amounts will be subject to receivable, payable, and accrual adjustments.

COMMUNITY CENTER AND PARKS TAX FUND

Revenue Source	June 2018	June 2017	\$ Change	% Change	% of Budget	FY18 Budget
Sales Tax	\$ 839,877	\$ 883,486	\$ (43,609)	-5%	96%	\$ 874,000
Intergovernmental	700,000	675,000	25,000	4%	100%	700,000
Charges for Service	1,212,815	1,223,437	(10,622)	-1%	91%	1,334,325
Other Income	215,205	233,483	(18,278)	-8%	86%	249,160
Operating Revenues	2,967,897	3,015,406	(47,509)	-2%	94%	3,157,485
Misc Revenue	1,912,120	22,302	1,889,818	8474%	98%	1,959,631
Transfers	836,015	743,500	92,515	12%	100%	836,927
Equity Transfer	186,265	196,002	(9,737)	-5%	100%	186,265
Total Revenues	\$ 5,902,297	\$ 3,977,210	\$ 1,925,087	48%	96%	\$ 6,140,308

Total budgeted revenues for the fiscal year are \$6,140,308. Total revenues through twelve months or 100% of this fiscal year, amounted to \$5,902,297 or 96% of FY18 budgeted revenues. Revenues reflect an increase of \$1,925,087 from last year's revenue of \$3,977,210. Operating revenues are down 2% compared to FY17. Sales tax received is down 5% with two months remaining to accrue. Charges for Service are down 1%. Other Income is down 8 % due to a decrease in lane rental. Miscellaneous Revenue is up \$1,889,818 due to lease proceeds and insurance proceeds from last spring's storm damage. Equity transfer is down \$9,737.

Expenditure Function	June 2018	June 2017	\$ Change	% Change	% of Budget	FY18 Budget
Community Center	\$ 873,506	\$ 838,968	\$ 34,538	4%	96%	\$ 911,549
Natatorium	777,768	744,731	33,037	4%	82%	953,378
Outdoor Pool	133,246	127,196	6,050	5%	69%	193,437
Non-Departmental	1,859,952	104,454	1,755,498	1681%	98%	1,895,644
Debt Payments	2,156,250	1,738,567	417,683	24%	100%	2,156,302
Total Expenses	\$ 5,800,722	\$ 3,553,916	\$ 2,246,806	63%	95%	\$ 6,110,310

Total budgeted expenditures for the fiscal year are \$6,110,310. Total expenses through twelve months or 100% of this fiscal year, amounted to \$5,800,722 or 95% of FY18 budgeted expenses. Actual expenses are 63% or \$2,246,806 more than last year's total of \$3,553,916. Community Center expenses are up 4% due to increased personnel costs. The Natatorium is up 4% because of painting the leisure pool and of repairs to the HVAC. Outdoor Pool expenses are up 5% due to pump repairs. Non-departmental is up 1,755,498 due to the Navitas project an increase in insurance expense. Debt payments are up due to the first full principal payment on the 2015 COP. Net income on a cash basis is \$101,575. Both revenue and expenditure numbers are not final year end amounts. These amounts will be subject to receivable, payable, and accrual adjustments.

PUBLIC SAFETY SALES TAX FUND

Revenue Source	June 2018	June 2017	\$ Change	% Change	% of Budget	FY18 Budget
Sales Tax	\$ 839,854	\$ 883,553	\$ (43,699)	-5%	96%	\$ 874,000
Misc Revenue	24,150	1,038	23,112	2227%	167%	14,453
Total Revenues	\$ 864,004	\$ 884,591	\$ (20,587)	-2%	97%	\$ 888,453

Total budgeted revenues for the fiscal year are \$888,453. Total revenues through twelve months or 100% of this fiscal year amounted to \$864,004, or 97% of FY18 budgeted revenues. Revenues are 2% less than last year's

revenues of \$884,591. Sales tax on a cash basis is down 5% with two months remaining to accrue. Misc. revenue is up \$23,112 due to sale of a police car and to increased interest earnings.

Expenditure Function	June 2018	June 2017	\$ Change	% Change	% of Budget	FY18 Budget
PSST Law	\$ 587,147	\$ 621,678	\$ (34,531)	-6%	92%	\$ 636,802
Non-Departmental	26,736	27,178	(442)	-2%	75%	35,827
Debt Payments	229,586	195,283	34,303	18%	112%	205,035
Total Expenses	\$ 843,469	\$ 844,139	\$ (670)	0%	96%	\$ 877,664

Total budgeted expenditures for the fiscal year are \$877,664. Total expenses through twelve months or 100% of this fiscal year are \$843,469, or 96% of the FY18 budgeted expenses. Actual expenses are less than 1% or \$670 less than last year's expenses of \$844,139. Law division is down 6% due to a decrease in capital equipment expenditures. Non-Departmental is down 2%. Net income on a cash basis is \$20,535. Both revenue and expenditure numbers are not final year end amounts. These amounts will be subject to receivable, payable, and accrual adjustments.

Respectfully submitted



Dominic Accurso
Director of Finance

BILL NO. 18-31

ORDINANCE NO. 4.438

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.

WHEREAS, the North Kansas City School District 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 the North Kansas City School District to use the property 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 North Kansas City School District and the City of Gladstone, Missouri.

INTRODUCED, PASSED, SIGNED, AND MADE EFFECTIVE BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, ON THIS 23RD DAY OF JULY, 2018

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk

First Reading: July 23, 2018

Second Reading: July 23, 2018

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, entered into as of the ____ day of _____, 2018, by and between NORTH KANSAS CITY SCHOOL DISTRICT NO. 74, a public school district hereinafter referred to as "School District", and the CITY OF GLADSTONE, MISSOURI, a municipal corporation located in the County of Clay, State of Missouri, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is the owner of certain public right-of-way within its corporate limits; and

WHEREAS, the School District 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 provisions of the laws of the State of Missouri; and

WHEREAS, the City finds such use to be in the public interest and is willing to enter into an agreement to allow the School District to use the public right-of-way for such purposes.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the School District and the City agree as follows:

SECTION I - DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the meanings given herein:

- a) "School District": North Kansas City School District No. 74, Clay County, Missouri,
- b) "City": The City of Gladstone, Missouri;
- c) "Facilities": Telephone and telecommunication lines, conduits, ducts, wires, cables, pipes, poles, towers, vaults, pedestals and other appliances, including Fiber-Optic Cable, defined below, either under or above ground;
- d) "Fiber-Optic Cable": A bundle of thin insulated glass strands enclosed in a protective cover that use light impulses to transmit data, voice and video communications; a fiber-optic cable may include any number of individual glass strands or fibers;
- e) "Public Improvement": Any existing or contemplated public facility, building or capital improvement project, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvement, and public projects.
- f) "Public Project": Any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or public improvements, or any other purpose of a public nature;

- g) "Right-of-Way": Present and future streets, alleys, rights-of-way, and public easements, including right-of-way or easements dedicated in plats and right-of-way acquired through condemnation of annexation by the City.

SECTION II - GRANT

The School District is hereby granted nonexclusive permission to construct, operate and maintain its facilities in, through, and along that right-of-way depicted in Exhibit A, subject however, to the terms and conditions herein. Exhibit A shall be annually reviewed and updated by the parties to reflect additional facilities constructed by the School District or annexations and right-of-ways acquired by the City. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the right-of-way for any purpose and to any other person, including itself as it deems appropriate, subject to applicable federal and state law.

SECTION III - USE OF RIGHT-OF-WAY

In the use of right-of-way under this Agreement, the School District shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is subject to all applicable laws, orders, rules, and regulations adopted by governmental bodies now or hereafter having jurisdiction. In addition, the School District shall be subject to all technical specifications, design criteria, policies, resolutions, and ordinances not inconsistent with Missouri law now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalk and pavement cuts, utility location, construction coordination, surface restoration and other requirements on the use of the right-of-way and shall comply with the following:

- a) The School District's use of right-of-way shall in all matters be subordinate to the City's use of the right-of-way. The School District shall coordinate the placement of its facilities in a manner which minimizes adverse impact on public improvements as reasonably determined by the City. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the City's technical specifications and design criteria available in the City Engineer's office. Unless otherwise approved, horizontal clearance between communication lines and water, sanitary sewer and/or stormwater facilities shall not be less than three (3) feet.
- b) All earth, materials, sidewalks, paving, crossings, utilities, public improvements, or improvements of any kind injured or removed by the School District in its activities under this Agreement shall be fully repaired or replaced promptly by the School District at its sole expense and to the reasonable satisfaction of the City or owner thereof. Cutting of streets or driveway approaches shall be repaired in accordance with the latest revision of City standard details S-8 and S-19. All disturbed areas shall be sodded within seven (7) days of completion of specific work which causes the disturbance. School District agrees that it shall be responsible to guarantee for a period of four years the restoration of the right-of-way in the area where the School District conducted excavation and performed the restoration.
- c) All facilities constructed, reconstructed, or relocated in the right-of-way after the date hereof shall be placed underground unless the School District can show good cause why the facilities should not be placed underground or as otherwise agreed to by the City.

- d) The School District shall keep and maintain accurate records and as-built drawings depicting horizontal and vertical location of all facilities constructed, reconstructed, or relocated in the right-of-way after the date hereof and shall provide a copy of such as-built drawings in .dwg format.
- e) Prior to construction, reconstruction, location or relocation of any facilities in the right-of-way, the School District shall first obtain the necessary permit from the City Department of Community Development or the Department responsible for right-of-way management. All right-of-way work shall be completed in accordance with the City's technical specifications and design criteria. Permits for emergency excavations may be obtained upon completion of repairs. Nothing in this Agreement shall relieve the School District from applying for and obtaining all necessary permits for installation of facilities including excavation, building, electrical, zoning, etc. before installation of the same within the right-of-way.
- f) The School District shall cooperate promptly and fully with the City and shall take all measures necessary to provide accurate and complete information regarding the nature and locations, both horizontal and vertical, of its facilities located within the right-of-way when requested by the City or its authorized agents for a public project. Such location and identification shall be at the sole expense of the School District without expense to the City, its employees, agents, or authorized contractors. The School District shall have a person familiar with the facilities who is responsible for timely, satisfying information needs of the City and other users of the right-of-way.
- g) The School District shall promptly protect, relocate, remove, or adjust its facilities in the right-of-way when such actions are requested by the City for any public improvement, public project, or for the public interest as determined by the City. Such relocation or adjustment shall be performed by the School District at its sole expense without expense to the City, its employees, agents, or authorized contractors; and shall be specifically subject to rules and regulations of the City not inconsistent with this Agreement. As soon as working drawings are available for the City project which will require the School District to relocate its facilities, the City shall provide the School District with written notice of desired relocation and the anticipated bid letting date of said project. The School District shall commence planning and relocation work within thirty (30) days of receipt of said notice and shall proceed diligently to completion in a timely manner.
- h) It shall be the sole responsibility of the School District to take adequate measures to protect and defend its facilities in the right-of-way from harm or damage. If the School District fails to accurately or timely locate facilities when requested, it has no claim for costs or damages against the City and its authorized contractors or any other party authorized to be in the right-of-way unless such party is solely responsible for the harm or damage by its negligence or intentional conduct.
- i) The School District shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, location, or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency as reasonably determined by the School District, no such closure shall take place without notice and prior authorization from the City. The City shall follow its policies in the grant or denial of such authority, which shall not be

unreasonably delayed. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administrator's Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.

- j) In the event the School District receives a certificate of public convenience from the Missouri Public Service Commission to provide local exchange service or exchange access service to customers within the corporate boundaries of the City, such services shall not commence until the School District has been granted a franchise from the City.
- k) The City agrees to manage its public right-of-way, including any requirements for relocation of facilities and compensation from telecommunications providers, in accordance with applicable federal or state law.

SECTION IV – INDEMNITY; HOLD HARMLESS; AND INSURANCE

- a) **Indemnification.** To the extent permitted by Missouri law, the School District shall hold and save the City, its boards, commissions, officers, employees, agents, and authorized contractors on public improvements harmless from and against all claims, damages, expense, liability and costs, including attorney fees, which may be occasioned by the School District in any manner, solely or in part by the School District's occupancy of right-of-way, except to the extent otherwise specified in Section III(h). In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the right-of-way by facilities of the School District, then upon notice by the City to the School District, the School District will assume liability for the defense of such actions at the cost of the School District, subject to the option of the City to appear and defend, at its own cost, any such case.
- b) **Insurance.** Except as may be prohibited by law, the School District 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 School District, 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 School District, its officers, directors, employees and agents, or any subcontractors of the School District. 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 the School District's operations, products, services or use of automobiles, or construction equipment under this Agreement. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$2,804,046.00, 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 or School District'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

SECTION V - CONSIDERATION

In consideration for the use of the public right-of-way within the City and other rights and privileges granted by the Agreement, the School District shall pay the City the sum of \$10.00, the receipt of which is hereby acknowledged by the City.

SECTION VI - OTHER PAYMENTS AND CHARGES

The payment herein provided shall be in addition to, not in lieu of, all other licenses, taxes, charges, assessments, fees or impositions that are or may be imposed by the City or other unit of local government. The School District shall pay all applicable fees required by the City for similar construction, maintenance, or use of the right-of-way.

SECTION VII - ATTACHMENT TO FACILITIES

Nothing in this Agreement shall be construed to require or permit any telephone, electric light, or power wire attachments by either the City or the School District on the facilities of the other. If such attachments are desired by the City or the School District, then a separate noncontingent agreement shall be prerequisite to such attachments.

SECTION VIII - FORFEITURE OF GRANT AND PRIVILEGE

In case of failure on the part of the School District, its successors and assigns to comply with any of the provisions of this Agreement or if the School District, 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, the School District, its successors and assigns, shall forfeit all rights and privileges granted 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 said grant, as in this section prescribed, it shall first serve a written notice upon the School District setting forth in detail in such notice the neglect or failure complained of, and the School District shall have ninety (90) days thereafter in which to comply with the conditions of this grant and privilege. If at the end of such 90-day period, the City deems that the conditions have not been complied with and that the Agreement is subject to cancellation by reason thereof, the City shall take action to repeal the Agreement; setting out the grounds upon which said grant and privilege is to be cancelled or terminated. If within thirty (30) days after the effective date of said action, the School District shall not have instituted an action, either in the Circuit Court of Clay County, Missouri or some other court of competent jurisdiction to determine whether or not the School District has violated the terms of this Agreement and that the Agreement is subject to cancellation by reasons thereof, this Agreement shall be cancelled and terminated at the end of such 30-day period. If within such 30-day period the School District does initiate an action, as above provided, to determine whether or not the School District has violated the terms of this Agreement and that the Agreement is subject to cancellation by reason thereof and prosecutes such action to final judgment with due diligence, then, in that event; in case the court finds that the Agreement is subject to cancellation by reason of the violation of its terms, this Agreement shall terminate thirty (30) days after such final judgment is rendered. PROVIDED, however, that the failure of the School District to comply with any of the provisions of this Agreement or the doing or causing to be done by the School District of anything prohibited by, or in violation of the terms of, this Agreement shall not be a ground for the forfeiture thereof when such act or omission on

the part of the School District is due to any cause or delay beyond the control of the School District, its successors and assigns, or to bona fide legal proceedings.

SECTION IX - RIGHTS AND DUTIES

Upon expiration of this Agreement, whether by lapse of time, by agreement between the School District and the City, or by forfeiture thereof, the School District shall remove from public property any and all of its facilities that are the subject of this Agreement within a reasonable time after such expiration; and it shall be the duty of the School District, immediately upon such removal, to restore the right-of-way from which the facilities are removed to as good condition as the same were before the removal was effected.

SECTION X - TERM

This Agreement shall be and remain in full force and effect for a period of ten (10) years from the effective date hereof, unless sooner terminated as herein provided. The parties hereto agree that this Agreement may be renewed at the end of the term for an additional five (5) years term subject to the renegotiation of all provisions, including conditions of use and compensation. The School District shall give notice of its interest in extension of this Agreement at least nine (9) months prior to the expiration of the term.

SECTION XI - ASSIGNMENT

The rights contained in this Agreement inure to the benefit of the School District and any parent, subsidiary, affiliate, or successor entity now or hereafter existing. The rights shall not be assignable to any other person or entity without the express written consent of the governing body of the City.

SECTION XII - UTILITY COORDINATION COMMITTEE

At its option, the School District shall become a member of and be eligible to participate in the Utility Coordination Committee established by the City's Public Works Department. The Committee, consisting of representatives of all area public and private utilities, meets regularly to share information on capital improvement plans and other matters of common interest.

SECTION XIII - NOTICES

All notices required to be given to either party under the provisions of this Agreement, shall be deemed served when delivered by hand, or 48 hours after being sent by certified United States mail, return receipt requested, in writing to the persons specified below. All notices required to be given the City shall be delivered or mailed to: City of Gladstone, 7010 N. Holmes, Gladstone, MO 64118, ATTN: City Manager. All notices required to be given to the School District shall be delivered or mailed to: North Kansas City School District No. 74, 2000 NE 46th Street, Kansas City, MO 64116, ATTN: Superintendent of Schools.

SECTION XIV - ENTIRE AGREEMENT; AMENDMENT

This Agreement represents the entire Agreement between the City and the School District; and may be amended only by written instrument, signed by both parties.

SECTION XV - SEVERABILITY

If a court of competent jurisdiction should hold any section or part of this Agreement invalid, such holdings shall not affect the remainder of the Agreement nor the context in which such section or part so held invalid may appear, except to the extent that an entire section or part may be inseparably connected in meaning or effect with that section or part.

IN WITNESS WHEREOF, the parties have hereto set their hands to this Agreement the day and year first indicated above.

CITY OF GLADSTONE, MISSOURI

By _____
Scott Wingerson, City Manager

Attested by:

Ruth Bocchino, City Clerk

North Kansas City School District No. 74

By _____
President, Board of Education

Attested by:

Clerk, Board of Education



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 18-31

ORD # 4.438

Date: 7/11/2018

Department: General Administration

Meeting Date Requested: 7/23/2018

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

Subject: Right-of-Way Agreement with NKC School District.

Background: A high-speed fiber network is planned for the new iWerx facility, which will require fiber to be brought in from an external source. Because of iWerx's significant involvement in the Northland CAPS program, the North Kansas City School District has agreed to help provide that fiber link to the new Gladstone iWerx facility by extending their existing fiber network from the Innovation Center Campus. This fiber expansion requires the renewal of a previous but expired right-of-way agreement made in 1999 between the City of Gladstone and the North Kansas City School District. The ordinance, once passed by Council, will authorize the City Manager to renew the right-of-way agreement, allowing the school district to use certain public rights-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.

Budget Discussion: Funds are budgeted in the amount of \$ 0 from the Choose a Fund Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: Staff recommends the renewal of the agreement.

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

Bob Baer
Department Director/Administrator

PC
City Attorney

SW
City Manager

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).

WHEREAS, The City Council of the City of Gladstone, Missouri desires to maintain the safety and well-being of the citizens of Gladstone, Missouri in connection with traffic control; and

WHEREAS, Antioch Middle School, located at 2100 NE 65th Street will have new school hours beginning with the 2018-2019 school year: and

WHEREAS, staff has determined the need to amend the school zone speed limit time periods to reflect the new school hours.

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

SECTION 1. AMEND ORDINANCE NUMBERS 2.325, 2.767, 2.956 AND 4.000

TO ESTABLISH THE FOLLOWING SCHOOL SPEED ZONE AND APPLICABLE TIME PERIODS UNDER SCHEDULE IX OF THE MODEL TRAFFIC ORDINANCE (GLADSTONE MUNICIPAL CODE SECTION 4.100.020).

SCHEDULE IX – SCHOOL SPEED ZONES DESIGNATED

The time period for the following school zone location amended to during the hours of 6:00 am – 8:00 am and 1:00 pm – 3:30 pm:

1. Northeast 65th Street Between North Michigan & North Howard.
(Antioch Middle School)

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective from and after its passage.

INTRODUCED, PASSED, SIGNED AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 23RD DAY OF JULY 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk

1st Reading: July 23, 2018

2nd Reading: July 23, 2018



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 18-32

ORD # 4.439

Date: 7/18/2018

Department: Public Works

Meeting Date Requested: 7/23/2018

Public Hearing: Yes ☐ Date: n/a

Subject: Modification of the school zone speed limit time on NE 65th Street between N. Michigan Avenue and N. Howard Avenue (Antioch Middle School)

Background: Currently, the school zone speed limit in this area is during the hours of 7:30 am – 9:30 am and 3:00 pm – 5:00 pm. The start time for Antioch Middle School next year will change from 8:40 am to 7:15 am. Release time is changing to 2:12 pm. It is necessary to change the school zone speed limit times to reflect the new school hours.

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 \$n/a

Public/Board/Staff Input: The Departments of Public Works and Public Safety recommend amending the current school zone speed limit and times ordinance (Ord. 4.000) to reflect the new school hours. Morning time from 6:00 am - 8:00 am and Afternoon time from 1:00 pm - 3:30 pm.

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

Timothy A. Nebergall
Department Director/Administrator

PC
City Attorney

SW
City Manager