



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JANUARY 14, 2019**

OPEN STUDY SESSION 5:00 PM

1. Joint meeting with the North Kansas City School Board of Education.

CLOSED SESSION

The City Council will meet in Closed Executive Session Monday, January 14, 2019, 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, and 610.021(9) Employee Groups.

OPEN STUDY SESSION 7:00 PM

2. Community Wellness Corner
3. KCATA Contract

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 December 10, 2018, Closed City Council Meeting Minutes.
6. Approval of the December 10, 2018, Regular City Council Meeting Minutes.

7. PROCLAMATION: Recognizing James R. Hampton-Clay County Economic Development Council

8. CONSENT AGENDA

RESOLUTION R-19-01 A Resolution authorizing acceptance of work under contract with U.S. Toy Company, Incorporated, doing business as Constructive Playthings, for the Oak Grove and Happy Rock West Parks Playground Surface Replacement Project, and authorizing final payment in the amount of \$3,801.59 for Project CE1865.

RESOLUTION R-19-02 A Resolution authorizing acceptance of work under contract with Fleshman Construction, Incorporated, for the Summit Grill Project, and authorizing final payment in the amount of \$88,710.65 for Project CD1860 and acceptance of a construction credit from Flaherty and Collins Properties in the amount of \$136,000.00.

RESOLUTION R-19-03 A Resolution accepting the Comprehensive Annual Financial Report (CAFR) for the period ending June 30, 2018.

Approve Financial Report for month end November 2018.

REGULAR AGENDA

9. Communications from the Audience.

10. Communications from the City Council.

10a. Retiring Board and Commission members.

11. Communications from the City Manager.

12. FIRST READING BILL NO. 19-01 An Ordinance authorizing the City Manager to execute an Agreement with North Kansas City Hospital to staff and operate a Community Health and Wellness Area within the Gladstone Community Center.

13. FIRST READING BILL NO. 19-02 An Ordinance authorizing the City Manager to execute an agreement between the City of Gladstone, Missouri, and the Kansas City Area Transportation Authority to provide Public Transportation and Property Management Services for the period of July 1, 2018 through June 30, 2019.

- 14. FIRST READING BILL NO. 19-03** An Ordinance authorizing the City Manager to execute an Intergovernmental Agreement between the City of Gladstone and the Mid-America Regional Council (MARC) Solid Waste Management District for the 2019 Regional Household Hazardous Waste Collection Program in the amount of \$29,039.80.
- 15. FIRST READING BILL NO. 19-04** An Ordinance authorizing the City Manager to execute a Cooperative Agreement with Kansas City, Missouri, for the construction of Shoal Creek Greenway Trail Phase 4 from Happy Rock Park to North Brighton Avenue; City Project #TP-1871; Federal Project #TAP-3323(409).
- 16. FIRST READING BILL NO. 19-05** An Ordinance imposing a City Sales Tax at a rate of one-half of one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the City of Gladstone, Missouri, pursuant to Section 94.510 RSMo., to provide funding for public purposes subject to the approval by the voters of the City at the General Municipal Election to be held on April 2, 2019; designating the form of ballot; and directing the City Clerk to provide notice of said election.
- 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 4:15 pm January 10, 2019
---	---------------------------------------



GLADSTONE CITY COUNCIL

OPEN STUDY SESSION MEETING MONDAY, JANUARY 14, 2019

AGENDA

TIME: 5:00 pm

1. **Joint Meeting with North Kansas City School District Board of Education-** We plan to meet in the north/south conference rooms. Food will be provided. Upon conclusion of the joint meeting, we plan to convene in closed executive session.

TIME: 7:00 pm

2. **Community Wellness Corner-** NKC Hospital staff will discuss a possible partnership with the community center and their goal of providing medical education to the public.
3. **KCATA Contract-** Don Bowling, KCATA, will be present to provide the Council with an update on the current Gladstone routes which are a part of the 2018-2019 contract.



Department of Community Development
Memorandum ASG 18-5

DATE: January 9, 2019

TO: Scott Wingerson, City Manager

FROM: Austin Greer, Assistant To The City Manager/Planning Administrator

SUBJECT: Community Wellness Corner – NKCH Partnership

Description: City Staff has been working with representatives from the North Kansas City Hospital to implement a Community Wellness Corner in the Gladstone Community Center to address comprehensive community health and address goals set by the Gladstone: Shaping Our Future initiative and the City Council.

Background: The Community Wellness Corner will be located directly behind the visitors desk in the Community Center. This open-concept gathering space is designed to bring additional health and wellness programs to the Gladstone Community Center. The Wellness Corner will provide complimentary wellness screenings, advice and risk assessments to members of the community. Additionally, the space can serve as a meeting place for weekly NKCH educational sessions on health topics such as medication education, digestive and colon health, heart health, and diabetes. The Parks and Recreation Advisory Board reviewed and supports this proposal.

Supporting Materials: Agreement

FACILITY USEAGE AGREEMENT

THIS FACILITY USAGE AGREEMENT (the "Agreement"), commencing as of _____ is made by and between the CITY OF GLADSTONE ("City"), located in the State of Missouri, and the BOARD OF TRUSTEES OF NORTH KANSAS CITY HOSPITAL (the "Hospital"), a Missouri non-profit corporation. Said "parties" or a "party," intending to be legally bound, and for the mutual benefits and good and sufficient consideration set out below, hereby agree as follows:

RECITALS:

- A. The City operates the GLADSTONE COMMUNITY CENTER (the "Facility"), a multi-purpose facility located in the City of Gladstone, Missouri, on property owned by the City of Gladstone which includes facilities suitable for wellness services and other related amenities.
- B. The Hospital is dedicated to improving the quality of life for all participants by providing medical programs, services and facilities.
- C. The Hospital and City deem it to be in their best interests to enter into this venture with the intent to promote general public welfare through wellness programs (the "Hospital Programs") at the Gladstone Community Center as a part of both the Hospital's and City's strategic plans.

NOW, THEREFORE, in furtherance of the purposes set forth above, the parties agree as follows:

- 1. **Term; Termination.** Unless earlier terminated, this Agreement is for a three (3) year term beginning _____ (the "Initial Term") and shall automatically renew for additional one-year term(s) ("Renewal Term(s)") unless either party elects to terminate this Agreement at the end of the Initial Term or any Renewal term by giving the other party at least sixty (60) days prior written notice of such desired termination. The Initial Term and any applicable Renewal Term are sometimes referred to herein as the "Term."
- 2. **Access and Rights for Hospital;** During the Term, the Facility grants the Hospital the exclusive right to use the "Hospital Program Space" of approximately 120 square feet as outlined on **Exhibit A** attached hereto and made a part hereof during normal Facility hours of operation for its Hospital Programs pursuant to a schedule to be reasonably agreed upon by Hospital and Facility.

If the Agreement is renewed by the parties after the Initial Term, the Facility shall have the option to re-negotiate the terms of this agreement.

In consideration for the use of Facility space, the Hospital shall use the Hospital Program Space solely for the purposes of its programs described in this Agreement and no other

purposes without the prior written consent of the Facility.

Hospital program participants shall have access to the main lobby, restrooms, and Community Wellness Corner at the Facility at no charge while enrolled in, and attending, Hospital Programs. Without a Gladstone Community Center membership, program participants will not have access to the swimming pools, gymnasium, child care, and exercise sections of the facility.

3. Hospital Program Space; Build Out and Equipping.

- a. The Hospital will provide its own furniture, equipment and other furnishings for the Hospital Wellness Corner. Any hospital owned furniture, equipment and other furnishings will be covered under the hospitals insurance policy.
- b. The Hospital may provide a dedicated data service connection for private use.
- c. The Hospital will be permitted to place its brand/signage and that of Meritas Health Corporation, a wholly owned subsidiary of Hospital, in the Facility as reasonably approved by facility.
- d. The Facility will provide utility, telecommunication and cleaning services for the Hospital Wellness Corner.
- e. The Facility shall be responsible for maintenance and repair of all parts of the Hospital Wellness Corner (not including Hospital-owned furniture or equipment) unless such maintenance or repair is caused by the negligence or willful misconduct of Hospital's employees.

4. Hospital Use of Other Facility Space

- a. For any event co-sponsored by the city and depending on availability, the Hospital may reserve the Facility's community rooms, at no charge.

5. Other Financial Considerations. The Hospital shall be responsible for the provision of all human resources to deliver wellness and rehabilitation programs and services for the Hospital Programs.

6. Scheduling. Representatives of the Facility and the Hospital shall meet periodically as requested by the other party, but not less than once every six (6) weeks, to determine the written schedules for usage by the Hospital of the facilities at the Gladstone Community Center other than the Hospital Program Space. Each party agrees that in connection with the scheduling of such usage by the Hospital, there shall be taken into account the Facility's regularly scheduled usage of its facilities and any long-term commitments to third parties in existence at the time of such scheduling and each party shall reasonably

cooperate with each other to attempt to accommodate all reasonable Hospital requests for usage. The agreed-upon schedules shall be in writing. The usage of such facilities by the Hospital will be conducted in a manner so as to not interfere with the Facility's standard operations.

Notwithstanding the above, the City shall not be required to operate its facilities at the Gladstone Community Center during hours different than Facility's normal hours of operation. In the event the Hospital requires operation of such facilities for Hospital purposes before or after the Facility's normal operating hours, the Hospital agrees to pay the Facility any extra employee, utility, and other costs incurred by the Facility for such extended operations as reasonably determined by the Facility.

7. Programming.

The City agrees to co-sponsor or promote private health care related events exclusively with North Kansas City Hospital or Meritas Healthcare at the Community Center. Upon request, the Community Center will share the event/room schedule with NKCH Wellness Corner staff.

North Kansas City Hospital will be the preferred choice for healthcare programming and partnership opportunities during the term(s) of this agreement.

Insurance based reimbursement plans for access to fitness centers and gyms (e.g. Silver Sneakers, Renew Active) are exempt of any exclusivity agreement with North Kansas City Hospital or Meritas Healthcare.

8. Indemnification.

- a. To the extent permitted by law and so as to not waive Hospital's sovereign immunity, the Hospital shall defend, hold harmless and indemnify the City and Facility, including their affiliates, officers, employees, agents, and directors, from and against all claims, liabilities, costs, damages, expenses, and attorneys' fees arising solely from the finally determined negligent acts or omissions or willful misconduct of the Hospital or its employees that occur while fulfilling Hospital duties or results from its employees' use of the Gladstone Community Center facilities under this agreement. This indemnification shall also extend to negligent acts performed by Meritas Health Corporation employees.
- b. To the extent permitted by law and so as to not waive City's sovereign immunity, City shall defend, hold harmless, and indemnify the Hospital, its affiliates, officers, employees, agents, directors and participants, from and against all claims, liabilities, costs, damages, expenses, and attorneys' fees arising solely from the alleged negligent acts or omissions or willful misconduct of the Facility or its agents, contractors or employees that occur while fulfilling its duties hereunder.

- c. Each party agrees to tender the defense of any such claim for which indemnification is sought to the other indemnifying party and agrees to reasonably cooperate fully with the indemnifying party in the defense of the claim.

9. Insurance.

- a. The Hospital shall maintain at all times during the Term hereof the following insurance or self-insurance:
 - i. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
 - ii. General liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and
 - iii. Statutory workers compensation insurance;

Such insurance shall cover the activities of its employees with an insurance company or companies qualified to write such insurance in the State of Missouri or through a program of self-insurance. The Hospital shall furnish satisfactory evidence of such insurance coverage to the City upon execution of this Agreement and annually or at such other reasonable times upon request.

- b. The City shall maintain at all times during the term hereof general liability insurance with an insurance company or companies qualified to write such insurance in the State of Missouri covering the activities of its employees, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate which shall cover Facility operations and activities. The City shall furnish satisfactory evidence of such insurance coverage to the Hospital upon execution of this Agreement and annually or at other reasonable times upon request.

10. Further Actions; Reasonableness and Cooperation by Parties; Time for Certain

Actions. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purposes and intent of this Agreement. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment, or for its own uses or purposes, wherever the Agreement states or implies that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed, nor will any other determinations which must be made by a party in the course of performing and administering this Agreement be unreasonably made. The Facility and the Hospital each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purposes and intent of this Agreement. If no time period is set hereunder for a party to approve or

consent to an action or inaction by the other party or a third party, such approval shall be given or affirmatively withheld in writing within (15) days after it is requested in writing or it shall be deemed given.

11. Default; Cure Rights; Remedies. In the event either party fails to perform any of its obligations under this Agreement for a period of fifteen (15) days after written notice from the other party describing such failure, without further notice the non-performing party shall be deemed in default hereunder and the other party shall have such rights and remedies as are provided at law and equity generally for the type of default in question and the other party shall have the right to terminate this Agreement.

12. Force Majeure. If by reason or force majeure, either party is unable in whole or in part to carry out its obligations under the Agreement, such party shall not be deemed in default during the continuance of such inability, provided reasonably prompt notice thereof is given to the other party. The term "force majeure" as used here shall mean without limitation, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides, earthquakes; fires; storms, droughts floods, or other weather conditions; explosions; breaks or accident to HVAC, utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions.

13. Compliance. Hospital is an acute care hospital that participates in the Medicare and Medicaid programs. As such, Hospital is subject to the federal and state anti-kickback regulations and is prohibited from conditioning payment to a party based on the number of patient referrals that party provides to Hospital. The City of Gladstone owns and operates an ambulance service which does, if medically appropriate, transfer patients to North Kansas City Hospital.

Both parties certify that neither Hospital's decision to operate Hospital Programs and services at the Gladstone Community Center, nor the monetary value of the programs and services will be influenced by, or conditioned on, the number or type of patients taken by the City of Gladstone ambulance service to Hospital, or by any other business between the parties.

14. Notices. All notices required or desired to be given hereunder shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be sent by registered or certified mail, or by a recognized overnight delivery service such as FedEx, as follows:

Notices shall be deemed duly given three days after mailing, first class postage. Notice shall be deemed duly given the next day if sent via overnight delivery charge prepaid, addressed as above indicated. Notices sent by a party's counsel shall be deemed sent by such party.

15. General Provisions.

- a. Whole Agreement. This Agreement constitutes the complete understanding between the parties regarding the subject matter hereof, superseding all prior and contemporaneous understandings and agreements between them, oral and written, on the same subject.
- b. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Missouri except those pertaining to conflicts of law.
- c. Assignment. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its rights or interests under this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably denied.
- d. Severability. Should any part or provision of this Agreement be declared illegal or in conflict with any law, rule, or regulation, the validity of the remaining portion, terms, or provisions shall not be affected thereby.
- e. Incorporation. The Recitals set forth at the beginning of this Agreement are true and correct and an important part of this Agreement and shall be given full force and effect. The captions at the beginning of the Sections are used for convenience only and are not to be used in attempting to construe any part of this Agreement.
- f. Consent to Amend. None of the provisions of this Agreement may be amended without the written consent of both parties.
- g. Waiver. Any waiver by a party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.
- h. Authority. Each person executing this Agreement in a representative capacity warrants and represents that such person has the authority to do so and will furnish proof of such authority in customary form upon request of the other party.
- i. Execution. This Agreement may be executed at different times and in any number of originals or counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument. In proving or enforcing this Agreement, it shall only be necessary to produce one such counterpart executed by the party against whom enforcement is sought.

16. Electronic Transactions. The parties agree that the transaction described herein may be conducted and this Agreement and related documents (including signatures of parties to this Agreement and related documents) may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed

documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit to the appropriate court of law.

17. Optional Evidence of Execution. Each party may enter into this Agreement by sending the other party a facsimile (fax) or PDF e-mail copy of its signature hereon with such party, upon request, to provide the other party with an original executed copy of this Agreement as soon as reasonably possible thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.

BOARD OF TRUSTEES OF
NORTH KANSAS CITY HOSPITAL

CITY OF GLADSTONE

By: _____

By: _____

Date: _____

Date: _____

Printed Name: Peggy Schmitt

Printed Name: _____

Title: President and CEO

Title: _____

EXHIBIT A

Wellness Corner Agreement between North Kansas City Hospital (“Hospital”) and the Gladstone Community Center

Objective:

To provide a complimentary resource for preventative health and wellness guidance as a first step toward a complete wellness strategy for the residents of Gladstone.

Specifications:

- Hospital will develop and staff a “Wellness Corner” at the Gladstone Community Center, to be located in the meeting room behind the main desk.
 - Hospital will provide its own equipment and signage for the operation of the Wellness Corner and all related activities and screenings.
 - Hospital will be allowed to place promotional materials and branded wall signage for Hospital and Meritas Health in the Wellness Corner area in the Community Center lobby – north wall.
 - Hospital agrees to use design and décor that complements the Center and will provide the City with final drawings of the Wellness Corner design for approval prior to installation.
 - The City shall install a storefront glass door in the meeting room – east wall.
- The Hospital will use the Wellness Corner to provide complimentary health screenings (such as blood pressure checks and regular lipid / sugar screenings) on a regular schedule mutually agreeable to both parties. The screenings will be performed by a licensed health-care professional or nurse.
 - As appropriate and by request, Gladstone Emergency Medical Services personnel will assist Hospital staff with blood pressure and other community screening sessions.
 - Hospital and Meritas Health staff and other service-line personnel may also provide counseling and information.
 - As the healthcare and wellness partner, the Hospital will advise, participate, and help build additional programs upon request.
- Both partners will share responsibility for promoting the Wellness Corner to Gladstone residents. Partners will develop a marketing plan to announce the opening of the Wellness Corner.



Community Development Department Memorandum

DATE: January 8, 2019

TO: City Council

FROM: Alan D. Napoli, Community Development Administrator / Building Official

CC: Scott C. Wingerson, City Manager
Bob Baer, Assistant City Manager

RE: Kansas City Area Transportation Authority 2018-2019 Contract

The Kansas City Area Transportation Authority (KCATA) has been providing public transportation to Gladstone resident for several years. Four (4) fixed routes provide service between Gladstone and downtown Kansas City and one (1) fixed route provides service on an east-west axis traversing the Northland. There is one (1) on demand responsive flex zone providing service within Gladstone. The following are the six (6) routes stated; detailed information information on these routes can be found in Attachment "B" of the contract in your packet.

- #201 – North Oak
- #234 – Boardwalk/Antioch Center
- #236 – Gladstone Express*
- #237 – North Broadway Express*
- #238 – Meadowbrook*
- #299 – Gladstone/Antioch Flex*

* Gladstone portion of this route included in the Gladstone service cost.

The past fall a new stop was installed on southbound N. Oak Trafficway at NE 61st Street. This spring/summer a new stop with shelter will be added on southbound N. Prospect Avenue at NE 68th Street. Both stops have/will have trash and recycling receptacles.

The 2018-2019 contract is on your agenda for the January 14th meeting; Don Bowling, Manager of Fixed Route Contract Service for KCATA will give you an update on Gladstone's routes at the Open Study Session.



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, DECEMBER 10, 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
City Clerk Ruth Bocchino
City Counselor Chris Williams

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

Mayor Garnos opened the Regular City Council Meeting Monday, December 10, 2018, at 7:31 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. Approval of the November 26, 2018, Regular City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the November 26, 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)

Item No. 6. On the Agenda. Appoint Boards and Commission members.

Councilmember Moore moved to approve the appointments of the Boards and Commission members. **Councilman Yarber** 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 published. **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)

Mayor Pro Tem Suter moved to approve **RESOLUTION R-18-69** A Resolution authorizing acceptance of work under contract with Play and Park Structures, Incorporated, for the Meadowbrook Park Playground and Shelter Replacement Project, and authorizing final payment in the amount of \$34,703.03 for Project CE1864. **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)

Mayor Pro Tem Suter moved to approve **RESOLUTION R-18-70** A Resolution authorizing acceptance of work under contract with Superior Bowen Asphalt Company, LLC, for the 2018 Mill and Overlay Program Project, and authorizing final payment in the amount of \$42,656.63 for Project TP1906. **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)

REGULAR AGENDA.

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

There were no comments from the audience.

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

Councilman Yarber stated: *“Every year feels like it goes faster, this year certainly has felt that way. I just want to wish everyone happy holidays.”*

Mayor Pro Tem Suter stated: *“I just wanted to say it was my pleasure to attend the Mid America Regional Council event the other day where Gladstone received two Sustainable Success Story awards, one for our Hobby Hill Park, and one for our Energy Savings Program. It’s always good to be in that good company to get recognized. Also it was a whole lot of fun today to be one of the lucky people who got to be part of the soft opening for Summit Grill, which if people don’t know it will be open to the public on Wednesday, and they are already really*

booking up. It's an exciting development for Gladstone. I just wanted to thank all of the folks who applied for Board and Commission appointments. It's always one of the fun things that we get to do as Councilmembers. It's a great opportunity to see and meet lots of people that we might not otherwise. It was particularly interesting this year how many folks who are really new to Gladstone who wanted to get involved. The results were a great slate of lots of new people to get involved in Boards and Commissions. I look forward to your service. Also, happy holidays."

Mayor Garnos stated: *"I wanted to thank the members of City Council for all the time everyone has been putting in lately. We have had Board and Commission interviews, we've had all day goal setting, we've had performance evaluations, not to mention all the fancy banquets, luncheons, and breakfasts we have been allowed to attend. It will be five weeks until our next regular meeting, however we reserve the right to continue to micromanage the city's operations during this time, I'm sorry, provide broad policy direction during our break."*

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

City Manager Wingerson stated: *"I'll just follow up on that, thank you for your service for another year and safe and happy holidays to everybody."*

Item No. 11. On the Agenda. FIRST READING BILL NO. 18-43 An Ordinance approving the Re-Plat of 605 & 607 Northeast 75th Terrace, Gladstone, Clay County, Missouri, and directing the appropriate officials to affix their signature to said Plat for recording.

Councilman Mallams moved Bill No. 18-43 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. 18-43, 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. 18-43, and enact the Bill as **Ordinance 4.450**. **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. PUBLIC HEARING: Site Plan Revision for property at 607 Northeast 69th Street.

Mayor Garnos opened the Public Hearing at 7:44 pm.

Please refer to the attached Cross Reporting Court Reporter narrative.

Mayor Garnos closed the Public Hearing at 7:47 pm.

Item No. 13. On the Agenda. FIRST READING BILL NO. 18-44 An Ordinance approving a Site Plan Revision for property at 607 Northeast 69th Street, commonly known as Gladstone Food Products Company, Inc.

Councilman Yarber moved Bill No. 18-44 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. 18-44, 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. 18-44, and enact the Bill as **Ordinance 4.451**. **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. 14. On the Agenda. BUILDING PERMIT: Gladstone Food Products Company, Inc.; 607 NE 69th Street, Gladstone, Missouri.

Councilmember Moore moved to approve the **BUILDING PERMIT:** Gladstone Food Products Company, Inc.; 607 NE 69th Street, Gladstone, Missouri. **Councilman Yarber** 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. 15. On the Agenda. PUBLIC HEARING: Site Plan Revision for property at 6221 North Chestnut Avenue.

Mayor Garnos opened the Public Hearing at 7:51 pm.

Please refer to the attached Cross Reporting Court Reporter narrative.

Mayor Garnos closed the Public Hearing at 8:41 pm.

Item No. 16. On the Agenda. FIRST READING BILL NO. 18-45 An Ordinance approving a Site Plan Revision for property at 6221 North Chestnut Avenue.

Mayor Pro Tem Suter moved Bill No. 18-45 be placed on its First Reading. **Councilman Yarber** 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.

Mayor Pro Tem Suter moved to accept the First Reading of Bill No. 18-45, waive the rule, and place the Bill on its Second and Final Reading. **Councilman Yarber** 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.

Mayor Pro Tem Suter moved to accept the Second and Final Reading of Bill No. 18-45, and enact the Bill as **Ordinance 4.452**. **Councilman Yarber** seconded.

Mayor Pro Tem Suter stated: *“I’ll be the first. I certainly appreciate the interest in developers and wanting to invest in Gladstone because we certainly are interested in making a better place. I’m mostly interested in making it a better place. I have grave concerns about the intensity of the use of this property. While it doesn’t require new zoning, or change, going from a restaurant type facility to a gas station is a little different kind of enterprise. Clearly the lighting, the noise, the fumes, I agree with all of that because I can’t even stand to be outside my car when the car is being fueled. There are all elements: longer hours of operation causes more disruption, all of those things I think clearly will have a negative impact on the immediate neighborhood. I think the measure of success of a community is often the measure of the trust between citizens and elected officials and when people make investments of their homes and where they are going to have their families live and be raised, that’s based on the trust that the community is going to respect those investments and somehow try to preserve them. When I look at the neighborhoods where I want to live, I look at what’s around the neighborhood, not just of course the actual specific house itself. The Woodlands is, of course, one of the finest developments in the entire northland. It is one of the attractions, one of the magnets that brings people to Gladstone and helps them to stay here. I don’t want to violate the trust that those people put in me as an elected official or in this city by doing anything that would obviously hurt the enjoyment of that property and the value of that property and disrupt their lives there. There is no way I can support putting a gas station in this location. The intensity of this operation will definitely have a negative impact on the neighborhood so I will be voting against this application.”*

Councilmember Moore stated: *“As the Council representative to the Planning Commission I’ve had the opportunity to hear the residents in this room speak at the Planning Commission and also tonight. I, along with Mayor Pro Tem Suter, when I consider the issues like lights, noise, fumes, public safety, the compelling comments that each of you have made about the negative impact of this proposed development on your properties and on your lives, I cannot support this measure.”*

Councilman Mallams stated: *“Mayor, like Councilmember Moore, I attended both of the Planning Commission meetings to gain an understanding, to gain knowledge of the proposal. I understand the concerns voiced by the residents of The Woodlands and I believe, Mr. Cuda, you have done a good job addressing some of the concerns that the residents have. I came in this evening with an open mind. Again, I wanted to listen here and then make a decision based upon what I thought was in the best interest of our community. Because of that, I can’t support the proposal.”*

Councilman Yarber stated: *“Certainly the biggest concern that I have regarding any issue is the environmental impact on public health. I have a six year old daughter. I completely understand residents having concerns and it’s not just the fumes you smell but the stuff that you don’t smell. All of the things we have learned years later of the impact of gasoline on*

developmental, I'm surprised I can even speak; growing up around leaded gasoline back in those days. I'm an example of the damage done, some people would say. I share those concerns of people raising young children near this much fuel. Even with the safest system design, there is always a percentage of times when those systems fail. Nobody's come up with a system yet that is 100%. I would be against this for those reasons. All the other reasons are very valid but that reason alone is enough for me."

Mayor Garnos stated: *"I have a few comments also. I struggled with this. I also came to this issue with an open mind. One of the things that it reminded me of is when I was, many years ago, on the Planning Commission. We had a proposal before us to look at putting in 100 townhouses in that green space behind Family Video, just off of 72nd. I came to Planning Commission, and we had every resident surrounding that property come to Planning Commission and did not want 100 town homes there; noise, lights, traffic, for that nearest intersection. There was nobody that wanted that green space turned into 100 townhouses, myself included, because I live near there. One of the things I realized when we were doing that is that we weren't sitting there trying to vote on would you rather have a park and green space or would you rather have 100 townhomes. That was not the question that was before us. This was private property that a person wanted to use their own money and run their own business out of it. In my mind, that makes a very high bar for the city to say 'you can't do that.' If they developer has jumped through all the hoops, complied with everything that the city has put before it, including agreeing to all the conditions that have been recommended by staff and the Planning Commission, I think it is very difficult to oppose a development just because we don't like it or that's not what we want to see there. Even in terms of highest and best use, for myself, I don't want to see a gas station there. I think that whole area is awkwardly laid out and this is what is going to happen when there is a weird building shoved so far back on that property. I would just as soon bulldoze the whole thing and start over and reorganize it the way it should have been in the first place. We don't get to vote on what we want to see there, what we would rather see there, and we don't get to vote on only supporting the highest and best use for the property. I don't think that this is it but I don't know that that's the question before us that we are here to decide and make a decision on. I also have to look at the work that has been done up to this point. City staff recommended approval of this. The Planning Commission, who has heard this and all the issues twice, also recommended approval. It was not unanimous, I think the vote was 9-3, but the Planning Commission voted to approve and city staff voted to approve and that has to carry some weight with City Council. I've been persuaded that Mr. Cuda has been very responsive, or attempting to be responsive to the neighborhood's concerns. I thought the letter that you wrote on November 27th was very persuasive to me responding to the issues that had previously been raised in the November 19th Planning Commission meeting. Had you not written that letter, I would have been persuaded by the comments made at Planning Commission. I appreciated your letter and your response to the issues that the people had raised. In my mind, this is not what we want to see there, but it's private property and I think the willingness to comply with city restrictions doesn't give me a lot of reasons to impose my judgment over theirs as to the business they want to run there. I think that is the issue that I'm wrestling with here. It's not the highest and best use but that is not what we are voting on tonight. I don't know that we have a right to try to impose that. That is my opinion and that is why there are five of us. Are there any other questions, comments, issues? Are we ready to go to a vote? Madam Clerk, please call the roll."*

The Vote: “aye”, Mayor Garnos. “Nay”, Councilman Kyle Yarber, Councilman R.D. Mallams, Councilmember Jean Moore, and Mayor Pro Tem Carol Suter. (1-4). Bill No. 18-45 failed and will not be enacted.

Item No. 17. On the Agenda. Other Business.

There was no other business to come before the Council.

Item No. 18. On the Agenda. Adjournment.

Mayor Garnos adjourned the December 10, 2018, Regular City Council meeting at 9:00 pm.

Respectfully submitted:

Ruth E. Bocchino, City Clerk

Approved as presented: ____

Approved as modified: ____

Mayor Bill Garnos

AGENDA ITEM #6
BOARD & COMMISSION APPOINTMENT RECOMMENDATIONS
FOR CITY COUNCIL ACTION DECEMBER 10, 2018

BOARD/COMMISSION

TERM EXPIRATION

ARTS COMMISSION

Reappointment	Holly Buchholz	December 2021
Reappointment	Sid Robbins	December 2021

BOARD OF ZONING ADJUSTMENT

New Appointment	Daniel Bohrer	December 2023
New Appointment	Aaron Brungardt	December 2023

BUILDING COMMISSION

Reappointment	Brenda Lowe	December 2021
---------------	-------------	---------------

CAPITAL IMPROVEMENTS PROGRAM

New Appointment	Michele Sanderson	December 2021
New Appointment	Renee Hill	December 2019

CODE BOARD OF APPEALS

Reappointment	Ken Christeson	December 2021
Reappointment	Dennis Garrison	December 2021

ENVIRONMENTAL MANAGEMENT ADVISORY COMMITTEE

Reappointment	Julie Conn	December 2021
Reappointment	George Smith	December 2021
Reappointment	Eric Woods	December 2021
New Appointment	Dallas Ascencio	December 2020

NEIGHBORHOOD COMMISSION

Reappointment	John Day	December 2021
---------------	----------	---------------

PARKS AND RECREATION ADVISORY BOARD

Reappointment	Jason Sharpsteen	December 2021
New Appointment	Ronald Wages	December 2019
New Appointment	Lauren Crome	December 2021

PLANNING COMMISSION

Reappointment	Chase Cookson	December 2022
Reappointment	Jennifer McGee	December 2022
Reappointment	James New	December 2022
New Appointment	J. Nathan Hernandez	December 2022

TAX INCREMENT FINANCING COMMISSION

Reappointment	Sharon Euler	December 2022
Reappointment	Pete Hall	December 2022

PROCLAMATION OF THE MAYOR

WHEREAS, since being named Executive Director of the Clay County Economic Development Council in 2001, James R. Hampton has successfully led the organization in its development of effective initiatives to improve the business climate and quality of life in our community; and

WHEREAS, James R. Hampton's work promoting cooperation and collaboration began many years ago with the Economic Professionals, which included Chamber and Development officials from area communities including the City of Gladstone; and

WHEREAS, due to James R. Hampton's multi-year efforts assisting in the development of Northland CAPS, the Northland Innovation Center, and his hard work to bring a major university to the Innovation Center, the City of Gladstone has prospered; and

WHEREAS, James R. Hampton's work on the EDC's Research Facility Task Force and Northland Education and Business Alliance are all tied to the Northland Innovation Center; and

WHEREAS, the Quality of Life Committee, among their year-long endeavors, produced the development of a Northland Trail Plan, which will link the City of Gladstone trails like Happy Rock Park to Hodge Park and other regional routes; and

WHEREAS, James R. Hampton ensured that the EDC was involved in promoting and supporting Gladstone's efforts including the North Oak Corridor and downtown Gladstone development.

NOW, THEREFORE, BE IT RESOLVED, that the City of Gladstone, Missouri, does hereby commend

JAMES R. HAMPTON

for his 17 years of service to the City of Gladstone and declares its appreciation for all that he has done to improve the business climate and quality of life in our community.

Mayor Bill Garnos

Mayor Pro Tem Carol Suter

Councilmember Jean B. Moore

Councilman R.D. Mallams

Councilman Kyle Yarber

RESOLUTION NO. R-19-01

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH U.S. TOY COMPANY, INCORPORATED, DOING BUSINESS AS CONSTRUCTIVE PLAYTHINGS, FOR THE OAK GROVE AND HAPPY ROCK WEST PARKS PLAYGROUND SURFACE REPLACEMENT PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$3,801.59 FOR PROJECT CE1865.

WHEREAS, work under the contract with Play and Park Structures, Incorporated, for the Meadowbrook Park Playground and Shelter Replacement, Project CE1865, 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:	\$ 76,031.85
Change Orders:	-
Revised Contract Amount:	\$ 76,031.85
Amount Paid to Date:	72,230.26
Total Amount Due Final Pay:	\$ 3,801.59

FURTHER, THAT, 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 14th DAY OF JANUARY 2019.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-19-01

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 1/9/2019

Department: Parks & Recreation

Meeting Date Requested: 1/14/2019

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

Subject: Final payment approval, Project CE1865 Oak Grove and Happy Rock West Parks Playground Surface Replacement.

Background: Work has been completed on the referenced project and the contractor, U.S. Toy Company, Incorporated, doing business as Constructive Playthings, 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 \$ 75,000.00 from the OTHER Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$0.00.

Public/Board/Staff Input:

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

Justin Merkey
Department Director/Administrator

PC
City Attorney

SW
City Manager

RESOLUTION NO. R-19-02

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH FLESHMAN CONSTRUCTION, INCORPORATED, FOR THE SUMMIT GRILL PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$88,710.65 FOR PROJECT CD1860 AND ACCEPTANCE OF A CONSTRUCTION CREDIT FROM FLAHERTY AND COLLINS PROPERTIES IN THE AMOUNT OF \$136,000.00.

WHEREAS, all work under the contract with Fleshman Construction, Incorporated, for the Summit Grill Project CD1860, has been completed to the satisfaction of the Assistant City Manager; and

WHEREAS, the City of Gladstone has negotiated a construction credit in the amount of \$136,000.00 from Flaherty and Collins Properties for work completed within the retail space located at 501 Northeast 70th Street.

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, accept the specified construction credit and make final payment as follows:

Original Contract Amount:	\$ 1,648,018.00
Change Orders:	126,195.02
Revised Contract Amount:	\$ 1,774,213.02
Amount Paid to Date:	1,685,502.37
Total Amount Due Final Pay:	\$ 88,710.65
Construction Credit from Flaherty and Collins	\$ 136,000.00

FURTHER, THAT, funds for such purpose are authorized from the Capital Equipment Replacement Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14th DAY OF JANUARY 2019.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-19-02

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 1/2/2019

Department: General Administration

Meeting Date Requested: 1/14/2019

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

Subject: A Resolution authorizing acceptance of work under contract with Fleshman Construction, Incorporated, for the Summit Grill Project, and authorizing final payment in the amount of \$88,710.65 for project CD1860 and acceptance of a construction credit from Flaherty and Collins Properties in the amount of \$136,000.00.

Background: All work associated with Project CD1860 (Summit Grill tenant finish) has been completed. During construction, it was necessary to generate one change order, which brought the total project cost to approximately 7% above the original contract amount approved by the City Council. The overage in construction costs was largely driven by the increased expense of the HVAC system, which had to be altered from the original plan due to the lack of vertical shaft space provided from the retail space to the roof. Staff negotiated a construction credit from Flaherty and Collins in the amount of \$136,000.00 that will be provided as a credit to our monthly lease agreement. With this credit, the final construction costs are actually \$10,000 under what was originally approved in the agreement with Fleshman Construction.

Budget Discussion: Funds are budgeted in the amount of \$ 88,710.65 from the CERF Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: Staff recommends approval of the Resolution

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

Bob Baer
Department Director/Administrator

PC
City Attorney

SW
City Manager

RESOLUTION NO. R-19-03

A RESOLUTION ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE PERIOD ENDING JUNE 30, 2018.

WHEREAS, the City of Gladstone has contracted the services of Berberich Trahan & Company, P.A. to audit the financial statements, notes to the financial statements, required supplementary information, and supplementary information of the City and assist in completing the CAFR for the period ending June 30, 2018.

WHEREAS, Berberich Trahan & Company, P.A. has issued an Independent Auditor's Report and an Independent Auditor's Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance with unmodified opinions.

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

THAT, the City Council accepts the audit and CAFR for the period ending June 30, 2018.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14th DAY OF January 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-19-03

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 1/4/2019

Department: Finance

Meeting Date Requested: 1/14/2019

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

Subject: Acceptance of Fiscal Year 2018 Audit.

Background: Staff has completed work on the June 30, 2018 audit. The Independent Auditor's Report and the Independent Auditor's Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance are dated December 13, 2018. As communicated in the Study Session by staff from Berberich, Trahan & Company, P.A., in the December 10th study session, the financial statements received an unmodified opinion. Staff communicated the completion of the Comprehensive Annual Financial Report (CAFR) in the December 20th FYIN that included a link to a digital version of the financial report. Since the report date of December 13th, the CAFR has been posted on the City's website as well as disclosed to regulatory and granting agencies. The CAFR has also been submitted for the Government Financial Officers of America and Canada's (GFOA) Certificate of Achievement for Excellence in Financial Reporting.

Budget Discussion:

Public/Board/Staff Input:

Provide Original Contracts, Leases, Agreements, etc. to:

Dominic Accurso
Department Director/Administrator

PC
City Attorney

SW
City Manager



CITY OF GLADSTONE MISSOURI

Financial Report for Five Months Ended
November 30, 2018

GENERAL FUND

Revenue Source	November 2018	November 2017	\$ Change	% Change	% of Budget	FY19 Budget
Property Tax	\$ 82,575	\$ 93,882	\$ (11,307)	-12%	2%	\$ 3,491,050
Sales Tax	1,596,265	1,532,688	63,577	4%	40%	3,965,000
Gross Receipts Tax	1,564,460	1,507,789	56,671	4%	45%	3,502,000
Licenses & Permits	445,484	478,180	(32,696)	-7%	63%	702,550
Intergovernmental	596,549	586,746	9,803	2%	44%	1,341,500
Charges for Services	1,861,033	1,633,109	227,924	14%	57%	3,274,100
Fines & Forfeitures	281,465	342,056	(60,591)	-18%	29%	959,500
Operating Revenues	6,427,831	6,174,450	253,381	4%	37%	17,235,700
Misc. Revenue	477,917	471,317	6,600	1%	51%	936,512
Equity Transfer	100,000	504,809	(404,809)	-80%	100%	100,000
Total Revenues	<u>\$ 7,005,748</u>	<u>\$ 7,150,576</u>	<u>\$ (144,828)</u>	<u>-2%</u>	<u>38%</u>	<u>\$ 18,272,212</u>

Total revenues for the General Fund through five months or 42% of this fiscal year are \$7,005,748 compared to total budgeted revenues for the year of \$18,272,212. Operating revenues for the General Fund are \$6,427,831 while last year at this time operating revenues were \$6,174,450 resulting in a \$253,381 increase over last year. Property tax collections are down as the majority of property tax receipts will come in December and January. Sales tax on a cash basis is up 4% or \$63,577 over the same time last year. Gross receipts taxes are up 4% or \$56,671 over last year, mainly due to electric gross receipts. License and Permits revenues are down 7% or \$32,696 from the same time as last year due to less new construction activity. Intergovernmental is up 2% due to increased motor vehicle taxes. Charges for Services are up 14% or \$227,924 compared to the previous year due to senior activities. Fines and Forfeitures are down 18% or \$60,591 from the same time last year due to the effects of state legislation. Miscellaneous Revenue is up 1% due to increases in interest revenue and insurance settlements. Equity transfer is down due to prior year re-appropriations of \$504,809.

Expenditure Function	November 2018	November 2017	\$ Change	% Change	% of Budget	FY19 Budget
General Administration	\$ 464,951	\$ 499,031	\$ (34,080)	-7%	34%	\$ 1,366,603
Finance	673,898	562,842	111,056	20%	44%	1,529,243
Public Safety	3,434,939	3,307,952	126,987	4%	41%	8,404,853
Public Works	950,177	917,911	32,266	4%	40%	2,379,163
Community Development	317,009	321,326	(4,317)	-1%	39%	816,603
Parks & Recreation	1,479,469	1,258,730	220,739	18%	59%	2,494,846
Non-Departmental	530,322	535,417	(5,095)	-1%	60%	880,976
Transfers/Debt	274,522	301,569	(27,047)	-9%	69%	395,015
Total Expenditures	<u>\$ 8,125,287</u>	<u>\$ 7,704,778</u>	<u>\$ 420,509</u>	<u>5%</u>	<u>44%</u>	<u>\$ 18,267,302</u>

Expenditures through five months or 42% of this fiscal year amounted to \$8,125,287 or 44% of FY19 budgeted expenditures of \$18,267,302. This indicates that actual expenditures are 5% or \$420,509 more than last year's expenditures of \$7,704,778. General Administration expenditures are down 7% or \$34,080 compared to last year due to timing of contractual payments. Finance expenditures are up 20% due to personnel changes and refund to Medicare. Public Safety expenditures are up \$126,987 or 4% due to increased personnel costs. Public Works expenditures are up 4% due to personnel and maintenance on equipment. Community Development expenditures are down 1% due to personnel changes and timing of contractual payments. Parks & Recreation expenditures are up 18% or \$220,739 from the same time last year due mainly to increases in Senior Activities. Non-Departmental is flat. Current revenues are less than expenditures in the amount of \$1,119,539. This is due to the City's full year insurance premium and debt payments being due in July, while the bulk of the property taxes will not come in until January.

COMBINED WATER AND SEWERAGE SYSTEM FUND

Revenue Source	November 2018	November 2017	\$ Change	% Change	% of Budget	FY19 Budget
Sanitation	\$ 2,697,807	\$ 2,554,226	\$ 143,581	6%	41%	\$ 6,542,500
Water	1,992,274	1,863,847	128,427	7%	47%	4,278,931
Operating Revenues	4,690,081	4,418,073	272,008	6%	43%	10,821,431
Misc Revenue	70,627	49,219	21,408	43%	58%	122,000
Equity Transfer	-	64,126	(64,126)	-100%	0%	-
Total Revenues	\$ 4,760,708	\$ 4,531,418	\$ 229,290	5%	44%	\$ 10,943,431

Total budgeted revenues for the fiscal year are \$10,943,431. Total revenues through five months or 42% of this fiscal year, amounted to \$4,760,708 or 44% of FY19 budgeted revenues. Operating revenues are up 6% or \$272,008 from last year due to rate increases in both water and sewer. Miscellaneous revenues are up due to increased interest earnings and sale of assets.

Expenditure Function	November 2018	November 2017	\$ Change	% Change	% of Budget	FY19 Budget
Production	\$ 460,513	\$ 499,315	\$ (38,802)	-8%	36%	\$ 1,288,806
Operations & Maint	663,373	435,728	227,645	52%	41%	1,634,726
Sewer Collection	149,146	107,707	41,439	38%	29%	516,400
Non-Departmental	2,490,940	2,360,229	130,711	6%	39%	6,443,594
Debt Payments	472,920	430,011	42,909	10%	45%	1,059,905
Total Expenses	\$ 4,236,892	\$ 3,832,990	\$ 403,902	11%	39%	\$ 10,943,431

Total budgeted expenses for the fiscal year are \$10,943,431. Total expenses through five months or 42% of this fiscal year amounted to \$4,236,892 or 39% of FY19 budgeted expenses. Production expenditures are down 8% due to repairs to well #3 in the previous fiscal year. Operations division expenditures are up 52% , or \$227,645 from the previous year due to water main replacements and repairs. Sewer division expenditures are up 38% or \$41,439 due to personnel costs and timing of the sewer main projects. Non-departmental is up 6% due to increases in sewer payments to Kansas City consistent with higher sewer rates, and increased insurance costs. Debt payments have increased due to the 2017 lease purchase. Current revenues exceed current expenses for the fiscal year. Net income on a cash basis is \$523,816.

COMMUNITY CENTER AND PARKS TAX FUND

Revenue Source	November 2018	November 2017	\$ Change	% Change	% of Budget	FY19 Budget
Sales Tax	\$ 341,148	\$ 329,843	\$ 11,305	3%	39%	\$ 874,000
Intergovernmental	-	-	-	0%	0%	700,000
Charges for Service	449,053	429,797	19,256	4%	36%	1,263,825
Other Revenue	76,057	66,848	9,209	14%	28%	268,000
Operating Revenues	866,258	826,488	39,770	5%	28%	3,105,825
Misc Revenue	21,609	11,734	9,875	84%	24%	90,000
Transfers	749,500	752,500	(3,000)	0%	100%	749,500
Equity Transfer	187,085	186,265	820	0%	100%	187,085
Total Revenues	\$ 1,824,452	\$ 1,776,987	\$ 47,465	3%	44%	\$ 4,132,410

Total budgeted revenues for the fiscal year are \$4,132,410. Total revenues through five months or 42% of this fiscal year, amounted to \$1,824,452 or 44% of FY19 budgeted revenues. Operating revenues are up 5% or \$39,770 compared to FY18. Sales tax received is up 3%. Charges for Service are up 4% or \$19,256 from last year. Other revenue is up 14% due to increased banquet room rental. Miscellaneous revenue is up 84% or \$9,875 due to increased interest revenue. Equity adjustment is up \$820.

Expenditure Function	November 2018	November 2017	\$ Change	% Change	% of Budget	FY19 Budget
Community Center	\$ 345,872	\$ 359,283	\$ (13,411)	-4%	41%	\$ 837,675
Natatorium	328,010	355,126	(27,116)	-8%	39%	831,398
Outdoor Pool	94,677	92,565	2,112	2%	52%	182,183
Non-Departmental	111,462	101,784	9,678	10%	78%	143,549
Debt Payments	1,292,437	1,073,241	219,196	20%	60%	2,137,590
Total Expenses	\$ 2,172,458	\$ 1,981,999	\$ 190,459	10%	53%	\$ 4,132,395

Total budgeted expenditures for the fiscal year are \$4,132,395. Total expenses through five months or 42% of this fiscal year, amounted to \$2,172,458 or 53% of FY19 budgeted expenses. Community Center expenses have decreased 4% from the same time last year due to HVAC repairs in the previous year. The Natatorium expenses are also down 8% or \$27,116 from the same time last year because of the repairs to the HVAC system in the previous year. Outdoor Pool expenses are up 2% due to personnel. Non-departmental is up 10% mainly due to an increase in equipment maintenance and insurance expense. Debt payments have increased due to the 2017 lease purchase. Net loss on a cash basis is \$348,006. Payment from the North Kansas City School District will occur around the first of the year.

PUBLIC SAFETY SALES TAX FUND

Revenue Source	November 2018	November 2017	\$ Change	% Change	% of Budget	FY19 Budget
Sales Tax	\$ 341,138	\$ 329,834	\$ 11,304	3%	39%	\$ 874,000
Misc Revenue	3,323	8,758	(5,435)	-62%	74%	4,500
Equity Transfer	44,086	-	44,086	0%	100%	44,086
Total Revenues	<u>\$ 388,547</u>	<u>\$ 338,592</u>	<u>\$ 49,955</u>	<u>15%</u>	<u>42%</u>	<u>\$ 922,586</u>

Total budgeted revenues for the fiscal year are \$922,586. Total revenues through five months or 42% of this fiscal year amounted to \$388,547 or 42% of FY19 budgeted revenues. Sales tax on a cash basis is up 3%. Misc. revenue is down \$5,435 from the previous year due to the sale of assets.

Expenditure Function	November 2018	November 2017	\$ Change	% Change	% of Budget	FY19 Budget
PSST Law	\$ 207,366	\$ 229,685	\$ (22,319)	-10%	32%	\$ 643,703
Non-Departmental	29,190	21,321	7,869	37%	68%	42,948
Debt Payments	12,244	18,010	(5,766)	-32%	5%	235,935
Total Expenses	<u>\$ 248,800</u>	<u>\$ 269,016</u>	<u>\$ (20,216)</u>	<u>-8%</u>	<u>27%</u>	<u>\$ 922,586</u>

Total budgeted expenditures for the fiscal year are \$922,586. Total expenses through five months or 42% of this fiscal year are \$248,800 or 27% of the FY19 budgeted expenses. Law division is down 10% due to timing of contractual commitments and personnel. Non-Departmental is up 37% due to equipment maintenance. Current revenues are greater than current expenditures. Net income on a cash basis is \$139,747.

Respectfully submitted,



Dominic Accurso
Director of Finance

AGENDA ITEM 10a
RETIRING MEMBERS FROM BOARD & COMMISSIONS
FOR CITY COUNCIL JANUARY 14, 2018

Board of Zoning Adjustment

Shawn Hartman: 2 years (Will be present)

David Holley: 7 years (Will be present)

Building Commission

Daniel Green: 6 years (Will be present)

Capital Improvements Committee

Bill Arbuckle: 10 years (Will be present)

Industrial Development Authority

Gene Williams: 17 years (Will be present)

Parks and Recreation Advisory Board

John Houlihan: 24 years (Will be present)

Bill Butler: 1 year (Will not be present)

Planning Commission

Don Ward: 7 years (Will be present)

BILL NO. 19-01

ORDINANCE NO. 4.452

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NORTH KANSAS CITY HOSPITAL TO STAFF AND OPERATE A COMMUNITY HEALTH AND WELLNESS AREA WITHIN THE GLADSTONE COMMUNITY CENTER.

WHEREAS, the City of Gladstone is interested in expanding opportunities for community health and wellness education to the residents of Gladstone and visitors of the Gladstone Community Center; and

WHEREAS, expanding community health and wellness opportunities has been a defined initiative of the citizen-based strategic planning committee Shaping our Future; and

WHEREAS, North Kansas City Hospital has agreed to staff and operate a Community Health and Wellness area within the Community Center.

NOW, THEREFORE, BE IT ORDAINED 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 execute the proposed agreement with North Kansas City Hospital, on the terms and conditions described herein and as more particularly set forth in the agreement and to take any other such measures as may be required to ensure the operation of a Community Health and Wellness area within the Gladstone Community Center.

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 14TH DAY OF JANUARY, 2019.

Mayor Bill Garnos

ATTEST:

Ruth Bocchino, City Clerk

First Reading: January 14, 2019

Second Reading: January 14, 2019



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 19-01

ORD # 4.452

Date: 1/2/2019

Department: General Administration

Meeting Date Requested: 1/14/2019

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

Subject: An Ordinance authorizing the City Manager to execute an agreement with North Kansas City Hospital to staff and operate a Community Health and Wellness area within the Gladstone Community Center.

Background: One of the key initiatives recommended by Shaping Our Future was an increased effort towards improving community health and wellness. In response to that goal, staff has negotiated an agreement with North Kansas City Hospital for the staffing and operation of a Community Health and Wellness area in the Gladstone Community Center. This area will contain educational material and will be staffed twice a week by a Registered Nurse, who will conduct health screenings and be a medical resource for patrons of the Community Center. There are no anticipated annual costs to the city associated with this agreement.

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

Public/Board/Staff Input: Staff recommends approval of this Resolution.

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

Bob Baer
Department Director/Administrator

PC
City Attorney

SW
City Manager

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY TO PROVIDE PUBLIC TRANSPORTATION AND PROPERTY MANAGEMENT SERVICES FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2019.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined the advisability of entering into a contract with Kansas City Area Transportation Authority (KCATA) for the retention of public transportation to serve Gladstone residents during the period of July 1, 2018 through June 30, 2019; and

WHEREAS, the cost of public transit and property management services to be provided by KCATA to the residents of the City of Gladstone, Missouri is estimated to be \$118,681.00; and

WHEREAS, the total obligation of public transit services to the City of Gladstone is estimated to be \$97,977.00; and

WHEREAS, the cost of management services provided by the KCATA to regularly maintain the transit stops amenities is estimated to be \$20,704.00; and

WHEREAS, the City of Gladstone is participating in the North Oak Transit Study.

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

THAT, the City Manager is hereby authorized to execute the contract with Kansas City Area Transportation Authority for public transit services within Gladstone at a cost not to exceed \$97,977.00.

FURTHER, THAT, the City Manager is authorized to execute additional contract services for the property management services for a total cost not to exceed \$20,704.00.

FURTHER, THAT, expenditures of such funds is hereby authorized from the Transportation Sales Tax fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14TH DAY OF JANUARY 2019.

Mayor Bill Garnos

Attest:

Ruth E. Bocchino, City Clerk

First Reading: January 14, 2019

Second Reading: January 14, 2019



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 19-02

ORD # 4.453

Date: 12/20/2018

Department: Community Development

Meeting Date Requested: 1/14/2019

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

Subject: Kansas City Area Transportation Authority (KCATA) 2018-2019 Contract for Transit Service and Management Assistance.

Background: The KCATA operates six (6) routes through the City of Gladstone. The cost of these services is \$113,027.00. After passenger revenue, federal and state subsidy the City's share is \$97,977.00. The property management services cost related to the regular maintenance of the shelters and amenities are \$20,704.00.

Budget Discussion: Funds are budgeted in the amount of \$ 118,681.00 from the TST Fund. Ongoing costs are estimated to be \$ 118,681.00± annually. Previous years' funding was \$120,078.00, which included the City's contribution to the North Oak Corridor Study.

Public/Board/Staff Input: See attached Resolution

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

Alan Napoli
Community Development Administrator / Building Official

Legal PC

City Manager SW

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLADSTONE AND THE MID-AMERICA REGIONAL COUNCIL (MARC) SOLID WASTE MANAGEMENT DISTRICT FOR THE 2019 REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM IN THE AMOUNT OF \$29,039.80.

Legislative Findings

1. Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990); and

2. The members of the SWMD include most cities within the member counties including the City of Gladstone; and

3. The City of Gladstone will be responsible for an annual fee for 2019 in the amount of \$29,039.80, which is \$1.07 per resident based on 2017 population estimates; and

4. It is in the best interest of all of the citizens of Gladstone to continue the City's membership in the SWMD Regional Household Hazardous Waste Collection Program.

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 execute the agreement with the MARC SWMD for the Regional Household Hazardous Waste Collection Program.

FURTHER, THAT, Funds for the program costs are budgeted in the City of Gladstone's General Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14th DAY OF JANUARY, 2019.

Mayor Bill Garnos

Attest:

Ruth E. Bocchino, City Clerk

1st Reading: January 14, 2019

2nd Reading: January 14, 2019



Request for Council Action

☐ RESOLUTION # ☒ BILL # 19-03 ORDINANCE # 4.454

Date: 1/9/2019

Department/Office: Public Works

Meeting Date Requested: 1/14/2019

Public Hearing: ☐ Yes ☒ No Date: Click here to enter a date.

Subject: Household Hazardous Waste Agreement

Requested Action: Approval of the 2019 HHW Agreement.

Background: The City of Gladstone has participated in the MARC Regional Household Hazardous Waste Collection Program since 2006. This program requires the City to enter into a new Intergovernmental Agreement annually. In order to continue in the program, staff is requesting that the City Council authorize the City Manager to execute a new agreement with MARC.

The annual cost of participation in 2018 was \$28,469.70 based upon \$1.05 per resident. The annual cost of participation in 2019 will increase to \$29,039.80 based upon \$1.07 per resident and 2017 population estimates. During the first three quarters of 2018, a total of 463 residents participated in the program and safely disposed of approximately 43,329 lbs of household hazardous waste, which is approximately a 20% increase from 2017.

Since 2006, the City has hosted annual events where residents could bring their material for disposal. In 2019, the City will hold a similar event. During all of these events, the City receives numerous expressions of appreciation for providing the opportunity to dispose of hazardous waste material. Without this program, much of this material would accumulate in resident's homes or be disposed of improperly.

Budget Discussion: Funds are budgeted in the amount of \$29,000 in FY19 from the General fund. Ongoing costs are estimated to be \$0.00.

Public/Board/Staff Input: n/a

Recommendation: Staff recommends the approval of this agreement.

Distribute Original Contracts to: ☐ City Clerk

Tim Nebergall

Legal PC

City Manager SW

RCA DUE TO CITY CLERK WEDNESDAY 2:00 PM

Revised 1/10/2018

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH KANSAS CITY, MISSOURI, FOR THE CONSTRUCTION OF SHOAL CREEK GREENWAY TRAIL PHASE 4 FROM HAPPY ROCK PARK TO NORTH BRIGHTON AVENUE; CITY PROJECT #TP-1871; FEDERAL PROJECT #TAP-3323(409).

Legislative Findings

1. The Cities of Gladstone and Kansas City, Missouri, were awarded Federal Transportation Alternatives Program (TAP) funds in the amount not to exceed \$500,000 for the construction of Shoal Creek Greenway Trail Phase 4 from Happy Rock Park in Gladstone to North Brighton Avenue in Kansas City; and

2. The City of Gladstone and Kansas City, Missouri, have agreed to fund improvements within their own municipal boundaries; and

3. Execution of this cooperative agreement is necessary to outline the roles and responsibilities of both parties; and

4. It is in the best interest of the citizens of Gladstone and Kansas City to work cooperatively to complete the transportation related improvements.

NOW, THEREFORE, BE IT ORDAINED 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 execute a Cooperative Agreement with Kansas City, Missouri, for the construction of Shoal Creek Greenway Trail Phase 4 from Happy Rock Park to North Brighton Avenue.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14th DAY OF JANUARY 2019.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk

First Reading: January 14, 2019

Second Reading: January 14, 2019



Request for Council Action

☐ RESOLUTION # ☒ BILL # 19-04 ORDINANCE # 4.455

Date: 1/9/2019

Department/Office: Public Works

Meeting Date Requested: 1/14/2019

Public Hearing: ☐ Yes ☒ No Date: Click here to enter a date.

Subject: Kansas City, MO Cooperative Agreement for the Shoal Creek Greenway Trail Phase 4 from Happy Rock Park to North Brighton Avenue; City Project #TP1871; Federal Project #TAP-3323(407)

Requested Action: Approval of Cooperative Agreement

Background: The Cities of Gladstone and Kansas City, Missouri (KCMO) were jointly awarded \$500,000 for the construction of the fourth phase of the Shoal Creek Greenway Trail from Happy Rock Park in Gladstone to North Brighton Avenue in KCMO. Gladstone was identified as the lead agency in the funding application. In order to construct the improvements, it is necessary for Gladstone to execute a cooperative agreement with KCMO to secure funding for improvements within KCMO's municipal boundaries. Within sixty (60) calendar days of executing this agreement, KCMO will pay Gladstone \$595,000. Upon completion of the project, Gladstone will reimburse eighty (80) percent of MODOT qualifying construction costs to KCMO to a maximum of \$200,000 and one-hundred (100) percent of any remaining balance from this \$595,000 payment.

The estimated construction cost and federal reimbursement amount for each City is summarized below:

City	Est. Construction Cost	Est. Federal Reimbursement
Gladstone	\$500,000	\$300,000
Kansas City	<u>\$595,000</u>	<u>\$200,000</u>
	\$1,095,000	\$500,000

Budget Discussion: Funds are budgeted in the amount of \$190,000 in FY19 and \$55,000 in the TST fund. Ongoing costs are estimated to be \$1,500 annually for trail maintenance.

Public/Board/Staff Input: n/a

Recommendation: City staff is recommending approval of this agreement. Construction is on schedule to begin this year. If you have any questions, please contact me at your convenience.

Distribute Original Contracts to: ☒ City Clerk

Tim Nebergall

Legal PC

City Manager SW

Anthony Sands

RCA DUE TO CITY CLERK WEDNESDAY 2:00 PM

Revised 1/10/2018

AN ORDINANCE IMPOSING A CITY SALES TAX AT A RATE OF ONE-HALF OF ONE PERCENT ON THE RECEIPTS FROM THE SALE AT RETAIL OF ALL TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES AT RETAIL WITHIN THE CITY OF GLADSTONE, MISSOURI, PURSUANT TO SECTION 94.510 RSMo., TO PROVIDE FUNDING FOR PUBLIC PURPOSES SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2019; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.

WHEREAS, Section 94.510 of the Revised Statutes of Missouri authorizes cities to impose a city sales tax for the benefit of the city after submitting the question to the voters of the city; and

WHEREAS, based on recommendations from the City's citizen-based strategic planning group, Shaping Our Future, the City Council has determined that the need exists for additional funding to improve police and fire facilities, maintain public services, and recruit and retain public safety personnel; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City to impose a city sales tax of one-half of one percent to provide funding to improve police and fire facilities, maintain public services, and recruit and retain public safety personnel and to submit the same to the voters of the City for approval by a majority of those voting at the general municipal election to be held on April 2, 2019.

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

SECTION 1 – CITY SALES TAX. A city sales tax at the rate of one-half of one percent to provide funding for public purposes to improve police and fire facilities, maintain public services, and recruit and retain public safety personnel, as authorized by Section 94.510 of the Revised Statutes of Missouri, is hereby imposed upon the receipts from the sale at retail of all tangible personal property or taxable services at retail within the City of Gladstone, Missouri, to the extent and manner provided in Sections 144.010 to 144.525 of the Revised Statutes of Missouri.

SECTION 2 – USE OF SALES TAX FUNDS. All revenue received from such tax under the provisions of this Ordinance shall be appropriated and disbursed solely for the purposes as provided in this Ordinance and the ballot question set forth herein, all as authorized by Section 94.510 of the Revised Statutes of Missouri.

SECTION 3 – EFFECTIVE DATE. The city sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Municipal Election to be held on April 2, 2019, at which election a proposal to authorize the City Council of the City of Gladstone, Missouri, to impose the tax herein provided for shall be submitted to the voters of the City of Gladstone.

SECTION 4 – FORM OF BALLOT. The ballot to be used in such election shall contain the following question:

Question 1

Shall the City of Gladstone, Missouri, impose a one-half of one percent (1/2%) General City Sales Tax to improve Police and Fire facilities, maintain public services, and recruit and retain Public Safety personnel?

☐ Yes

☐ No

SECTION 5 – NOTICE OF ELECTION. The City Clerk is hereby directed to notify the Board of Election Commissioners of Clay County, Missouri, of the enactment of this Ordinance no later than 5:00 p.m. on Tuesday, January 22, 2019, in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 14th DAY OF JANUARY, 2019.

Mayor Bill Garnos

ATTEST:

Ruth Bocchino, City Clerk

FIRST READING: January 14, 2019

SECOND READING: January 14, 2019