



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JUNE 22, 2020**

CLOSED SESSION

The City Council will meet in Closed Executive Session at 5:30 pm Monday, June 22, 2020, in the North and South Conference Rooms, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021(1) for Litigation and Confidential or Privileged Communications with Legal Counsel, and 610.021(2) Real Estate Acquisition Discussion.

OPEN STUDY SESSION 6:30 PM

Title IX BACO/2018 Building Codes-Building Official Alan Napoli will present the proposed changes and updates to the 2018 Building Codes.

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 June 8, 2020, Regular City Council Meeting Minutes.**
- 6. CONSENT AGENDA**

APPROVE SPECIAL EVENT PERMITS:

Outdoor Special Event Permit: Gladstone Spring Beautification:
September 18, 19, 20, 2020.

Outdoor Special Event Permit: Ibsen Dance Theatre Recitals: July 31,
August 1, August 2, 2020.

Outdoor Special Event Permit: Drive In at the Square: July 25, August 29,
October 24, 2020.

Outdoor Special Event Permit: Friday Fright Night: October 23, 2020.

APPROVE FINANCIAL REPORT FOR MONTH ENDING MAY 31, 2020**REGULAR AGENDA****7. Communications from the Audience.****8. Communications from the City Council.**

8a. Appoint Board and Commission Liaisons.

8b. Appoint Board members to the Meadowbrook Shopping Center
Community Improvement District; term expiration July 1, 2024:
Jon Carpenter, Beto Lopez, Chris Gahagen, Dave Stanley, James Stuart.

9. Communications from the City Manager.

10. Consider Building Permit: Installation of an ATM for JP Morgan Chase,
Prospect Plaza.

11. Consider Building Permit: Olympic Car Wash-Tunnel Wash Addition.

12. Consider Building Permit: NKCS Early Education-inside/outside
renovation.

13. PUBLIC HEARING: City of Gladstone, Missouri, 2021 Annual Operating
Budget.

14. RESOLUTION R-20-21 A Resolution adopting the 2021 Annual
Operating Budget for the City of Gladstone, Missouri, and authorizing
the expenditures of funds for Municipal Services.

- 15. FIRST READING BILL NO. 20-18** An Ordinance authorizing and approving a Linden Block 25 CID Contract between the City of Gladstone, Missouri, Linden Block 25 Community Improvement District, and SREH MAG Gladstone Partners, LLC.
- 16. FIRST READING BILL NO. 20-19** An Ordinance authorizing and approving a Downtown Linden CID contract between the City of Gladstone, Missouri, the Downtown Linden Community Improvement District, and SREH MAG Gladstone Partners, LLC.
- 17. PUBLIC HEARING:** Community Improvement District establishment, 6880 North Oak Trafficway
- 18. FIRST READING BILL NO. 20-20** An Ordinance approving the petition to establish the 6880 North Oak Trafficway Community Improvement District.
- 19. PUBLIC HEARING:** Community Improvement District establishment, 6900 North Oak Trafficway
- 20. FIRST READING BILL NO. 20-21** An Ordinance approving the petition to establish the 6900 North Oak Trafficway Community Improvement District.
- 21. Other Business.**
- 22. 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 4:00 pm
June 18, 2020



Community Development Department Memorandum

DATE: June 17, 2020

TO: Scott C. Wingerson, City Manager

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

CC: Bob Baer, Assistant City Manager

RE: Adoption of the 2018 International Construction Codes and Title IX Updates

The Community Development Department has reviewed Title IX Building and Construction Ordinance for the adoption of the 2018 International Construction Codes from 2015. We have also reviewed all the chapter within Title IX and have updated and reformatted them. In addition, two (2) new chapters have been included; Chapter 2900 Marijuana Cultivation Regulations and Chapter 3000 Mobile Food Establishment Regulations (Council input only).

The following is a synopsis of the changes to all thirty (30) chapters:

Chapter 100 General Provisions:

1. Primarily just reformatted, updated and changed to the Appeals section.

Chapter 200 Building Construction Regulations:

Article 1. Building Code....

1. Amendments:
 - a. Made changes to Section 1612.3 Establishment of flood hazard areas. The study is for Clay County and incorporated areas not specifically Gladstone. Also they no longer use a Flood Boundary and Floodway Map.
 - b. Remove the modifications typically made dealing with the span charts; is not necessary as we do not typically see #3 lumber in construction.
2. Additions:
 - a. No additions added or changes made to current additions.
3. Deletions:
 - a. Removed three (3) sections that dealt with roof recover as we are now requiring Ice Barrier to be installed with roofing and/or reroofing.

Article 2. Residential Code....

1. Amendments:
 - a. Updated Table R301.2(1) requiring the use of Ice Barrier other climatic information dealing with energy requirements.
 - b. Remove the modifications typically made dealing with the span charts; is not necessary as we do not typically see #3 lumber in construction.
 - c. Updated some of the sections within the energy portion of the code.
 - d. Amended Section P2906.4 Water Service Pipe to allow for the use of Cross-Link Polyethylene (PEX).
 - e. Amended the use of GFCI in garages and accessory buildings.
2. Additions:
 - a. No major additions, only some tweaks to the existing additions.
3. Deletions:
 - a. Removed three (3) sections that dealt with roof recover as we are now requiring Ice Barrier to be installed with roofing and/or reroofing.

Article 3. Existing Building Code...

1. Amendments:
 - a. No significant changes to the existing amendments.
2. Additions:
 - a. No significant changes to the existing additions.
3. Deletions:
 - a. No significant changes to the existing deletions.

Chapter 300 Cross Connection Control Regulations:

1. This chapter was mainly reformatted with some additional administrative information that needed to be added in conjunction with Missouri Regulations.
2. Definitions were updated; several were removed as not necessary for this chapter.

Chapter 400 Electrical Regulations:

Article 1. Electrical Code....

1. Amendments:
 - a. Added amendments to the GFCI requirements for garages.
 - b. Added amendments to the GFCI requirements for laundry areas.
2. Additions:
 - a. No significant changes to the existing additions.
3. Deletions:

- a. No significant changes to the existing deletions.

Article 2. Electricians and Electrical Contractors....

- 1. This article was mainly reformatting and added appeals process.

Chapter 500 Energy Conservation Regulations:

Note: Will only be adopting the Commercial portion of the 2018 International Energy Conservation Code (IECC) as the Residential portion is the same that is in the 2018 International Residential Code (IRC).

- 1. Amendments:
 - a. Removed the amendments for Tables C402.1.3 and C402.1.4 and using what is in the 2018 IECC.
- 2. Additions:
 - a. No significant changes to the existing additions.
- 3. Deletions:
 - a. No significant changes to the existing deletions.

Chapter 600 Fire Prevention Regulations:

Article 1. Fire Code....

- 1. Amendments:
 - a. No significant changes to the existing amendments.
- 2. Additions:
 - a. Added requirements for outdoor fire pits and fireplace.
- 3. Deletions:
 - a. No significant changes to the existing deletions.

Article 2. Automated External Defibrillator Program....

- 1. Reformatted this article.
- 2. Expounded on Section 9.600.102.2 Other Laws.

Chapter 700 Fuel Gas Regulations:

- 1. Amendments:
 - a. No significant changes to the existing amendments.
- 2. Additions:
 - a. No significant changes to the existing additions.
- 3. Deletions:
 - a. No significant changes to the existing deletions.

Chapter 800 Mechanical Regulations:

1. Amendments:
 - a. No significant changes to the existing amendments.
2. Additions:
 - a. No significant changes to the existing additions.
3. Deletions:
 - a. No significant changes to the existing deletions.

Chapter 900 Plumbing Regulations:

Article 1. Plumbing Code....

1. Amendments:
 - a. No significant changes to the existing amendments.
2. Additions:
 - a. No significant changes to the existing additions.
3. Deletions:
 - a. No significant changes to the existing deletions.

Article 2. Plumbing and Plumbing Contractors....

1. This article was mainly reformatting and added appeals process.

Chapter 1000 Property Maintenance Regulations:

Article 1. Property Maintenance Code....

1. Amendments:
 - a. Updated definitions.
2. Additions:
 - a. Added exception for a commercial vehicle 1-ton or less to be allowed to parked on a residential lot or premises.
 - b. Allowed for two (2) residential storage containers to be allowed in front of a residential structure, with some restrictions.
 - c. Revised commercial storage waste container screening and added grease and recycling bins.
3. Deletions:
 - a. No significant changes to the existing deletions.

Article 2. Public Nuisance Abatement....

1. This is a reformat of the current Public Nuisance Abatement that was adopted last year.

Chapter 1100 Site Design Regulations:

1. Reformatted this chapter.
2. Added definitions.

Chapter 1200 Community Forestry Plan Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 1300 Grease and Oil Control Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 1400 Residential Sales Regulations:

Note: Renamed Chapter from Garage Sales to Residential Sales Regulations.

1. Reformatted this chapter.
2. Updated definitions.

Chapter 1500 Satellite Receiving Antenna Regulations:

1. Reformatted this chapter.
2. Updated definitions.
3. Added requirements for Commercial, Manufacturing, Mixed Use Zones and Downtown area.

Chapter 1600 Signs:

Note: This Chapter will be relocated to Title VII Zoning and Planning Ordinance at a later date.

Chapter 1700 Dangerous Buildings Insurance Proceeds Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 1800 Restrictive Roof Covenants Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 1900 Native Planting Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 2000 Swimming Pool and Spa Regulations:

Article 1. Swimming Pool and Spa Code....

1. Amendments:
 - a. No significant changes to the existing amendments.
2. Additions:
 - a. No significant changes to the existing additions.
3. Deletions:
 - a. No significant changes to the existing deletions.

Article 2. Additional Requirements....

1. Reformatted this article.
2. Added appeal process.

Chapter 2100 Potable Storage Containers and Dumpster Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 2200 Erosion and Sediment Control:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 2300 Detached Accessory Structure Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 2400 Special Event Regulations:

1. Reformatted this chapter.
2. Updated definitions.
3. Added Section 9.2400.301.1.5 Type 5. Qualifying Event. This will replace the temporary sign permit when the new sign ordinance goes into effect.

Chapter 2500 Fence and Wall Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 2600 Abandoned-Vacant Property Registration Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 2700 Sump Pumps and Ground Water Regulations:

1. Reformatted this chapter.
2. Updated definitions.

Chapter 2800 Dangerous Building Regulations:

Note: This Chapter was adopted April 13, 2020 Ordinance #4.513.

Chapter 2900 Marijuana Cultivation Regulations:

- With the approval of medical marijuana in Missouri many legal users thereof have the ability under Missouri Regulations to grow their own medical marijuana. The regulations have allowed for Municipalities to have some stipulations.

Chapter 2900 Marijuana Cultivation Regulations address provisions for home cultivation with the intent to protect the public health and welfare, and preserve residential and commercial developed land values.

I will review this Chapter in more detail during the open study session.

Chapter 3000 Mobile Food Establishment Regulations:

- The past year and more so during the COVID-19 pandemic the City has received inquiries about our regulations concerning mobile food establishments, aka food trucks. As we currently do not have anything we are not allowing them. As mentioned we have received more calls on this and staff wanted to bring something forward to the City Council for their input only at this time.

I will review this Chapter in more detail during the open study session.

CHAPTER 1000
PROPERTY MAINTENANCE REGULATIONS

ARTICLE 1. PROPERTY MAINTENANCE CODE

Section 9.1000.010

Adoption of the 2015~~8~~ International Property Maintenance Code

That a certain document, one (1) copy of which are on file in the office of the City Clerk of the City of Gladstone, Clay County, Missouri, in perpetuity, being marked and designated as *the International Property Maintenance Code, 2015~~8~~* edition including Appendix Chapters:

Appendix A, Boarding Standard.

as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Gladstone, Clay County, Missouri, for regulating and governing the conditions and maintenance of all property, buildings and *structures*; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that *structures* are safe, sanitary and fit for occupation and use; and the condemnation of buildings and *structures* unfit for human occupancy and use, and the demolition of such existing *structures* as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City of Gladstone, Clay County, Missouri are hereby referred to, adopted, and made a part hereof, as if fully set out in the legislation, with the amendments, additions, and deletions, if any, prescribed in Section 9.1000.020 of this chapter.

That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

That nothing in this legislation or in the International Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.



SECTION 9.1000.020
AMENDMENTS, ADDITIONS, AND DELETIONS
TO THE 2015~~8~~ INTERNATIONAL PROPERTY MAINTENANCE CODE

9.1000.020.1 AMENDMENTS.

The following section(s) of the 2015~~8~~ International Property Maintenance Code are omitted and not hereby incorporated as the following identically numbered sections are adopted in lieu thereof:

[A] 101.1 Title.

These regulations shall be known as the International Property Maintenance Code of the City of Gladstone, Clay County, Missouri, hereinafter referred to as “this code.”

[A] 103.5 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be in accordance with the schedule of fees and charges as adopted by the City of Gladstone, Clay County, Missouri.

~~**[A] 111.1 Application for appeal.** Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Board of Zoning and Adjustments (BZA), provided that a written application for appeal is filed within the time frame given to abate the violation(s) or twenty (20) days, whichever comes due first. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.~~

111.1 General.

In order to hear and decide appeals or orders, decisions, or determinations made by the building official relative to the application and interpretation of this chapter; the Uniform Code Board of Appeals is hereby authorized to conduct said appeals.

111.2 Application for appeal.

Persons directly affected by a decision of the building official or a notice issued under this code shall have the right to appeal to the Uniform Code Board of Appeals, provided that a written application is filed on a form furnished by the Community Development Department for that purpose. The application for appeal shall be submitted to the building official within ten (10) days of orders, decisions, or determination therefore made by the building official.

111.3 Authority on appeals.

See Title I, Chapter 110, Article 4 of the City of Gladstone’s Code of Ordinances.

[A] 112.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as the person is directed to perform to remove a violation or unsafe

condition, shall be liable to a fine of not less than fifty (\$50.00) dollars or more than five-hundred (\$500.00) dollars.

SECTION 202 GENERAL DEFINITIONS

ACCESSORY LIVING QUARTERS. An accessory building used solely as the temporary *dwelling* of guests of the *occupant(s)* of the *premises*; such *dwelling* having no *kitchen* facilities and not rented or otherwise used as a separate *sleeping unit*.

ACCESSORY USE. A use conducted on the same lot as the primary use of the structure to which it is related; a use that is clearly incidental to, and customarily found in connection with, such primary use.

ADDITION. An extension or increase in floor area, number of stories, or height of a building or structure.

ALLEY. Any *public way* or thoroughfare more than 10 feet (~~3048 mm~~), but less than 16 feet (~~4877 mm~~) in width, which has been dedicated to the public for public use.

ALTERATION. Any construction, retrofit, or renovation to an existing structure other than repair or addition that requires a *permit*. Also, a change in building, electrical, gas, a mechanical, or plumbing system that involves an extension, addition or change to the arrangement, type or purpose of the original installation that requires a *permit*.

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Acceptable to the *building official* or authority having jurisdiction.

ATTIC. The unfinished space between the ceiling assembly ~~of the top story~~ and roof assembly.

ATTIC, HABITABLE. A finished or unfinished habitable space within an attic area, not considered a story, complying with all of the following requirements.

- ~~1. The occupiable floor area is at least 70 square feet (17 m²), in accordance with Section R304 of the 2015 International Residential Code.~~
- ~~2. The occupiable floor area has a ceiling height in accordance with Section R305 of the 2015 International Residential Code.~~
- ~~3. The occupiable space is enclosed by the roof assembly above, knee walls (if applicable) on the sides and the floor-ceiling assembly below.~~

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a *dwelling* or *sleeping unit*.

BLIGHTED. Any *structure* or *premises*, which by reason of dilapidation, overcrowding, lack of ventilation, light or sanitary facilities, or any combination of these factors are detrimental to safety, health and morals.

BOARD, THE. The Board of Zoning Adjustments (BZA) of the City of Gladstone, Clay County, Missouri.

BUILDING. Any *structure* ~~used~~ utilized or intended for supporting or sheltering any ~~use~~ or occupancy.

BUILDING, MAIN. A building in which the principal use of the site is conducted.

BUILDING HEIGHT. The vertical distance ~~above the average existing grade~~ plane measured to the ~~highest point~~ average height of the ~~building~~ highest roof surface. ~~The height of a stepped or terraced building shall be the maximum height of any segment of the building.~~

BUILDING LINE. The line established by law, beyond which a building shall not extend, except as specifically provided by law.

BUILDING OFFICIAL. The ~~official~~ officer or other designated authority ~~who is~~ charged with the administration and enforcement of this code, or any duly authorized representative.

CANOPY. A ~~roofed~~ permanent structure ~~or architectural projection of rigid~~ constructed of fabric or other material supported by the building or by support extending to the ground directly under the canopy placed so as to extend outward from the building providing a protective shield for doors, windows and other openings construction over which a covering is attached that provides weather protection, identity or decoration. A canopy is permitted to be structurally independent or supported by attachment to a building on one or more sides.

CITY. The City of Gladstone, Clay County, Missouri.

CODE OFFICIAL. See definition for “Building Official.”

COMPOST. A mixture consisting usually of decayed organic matter and used for fertilization and conditioning land, especially such mixture produced by decomposition in a *compost pile*.

COMPOST BIN. A *structure* specifically built to store *compost*.

COMPOST PILE. A stack of alternating layers of organic matter arranged so as to encourage conversion of the constituents into *compost*.

CONDEMN. To adjudge unfit for *occupancy*.

CONDOMINIUM. A single-dwelling unit in a multiunit dwelling or structure, that is separately owned and may be combined with an undivided interest in the common areas and facilities of the property.

CONGREGATE RESIDENCE. Any building or portion thereof containing facilities for living, sleeping and sanitation as required by this code, and may include facilities for eating and cooking for occupancy by other than a family. A *congregate residence* shall be permitted to be shelter, convent, monastery, dormitory, fraternity or sorority house, but does not include jails, hospitals, nursing homes, hotels or lodging houses.

COST OF SUCH DEMOLITION OR EMERGENCY. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

COURT. A space, open and unobstructed to the sky, located at or above *grade* level on a *lot* and bounded on three or more sides by walls of a building.

DEBRIS. The remains of something broken down or destroyed; and/or discarded *garbage* or *rubbish*.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DRIVEWAY. A private access road, the use of which is limited to persons residing, employed, or otherwise using or visiting the *premises* in which it is located.

DRIVEWAY APPROACH. That portion of the *driveway* that is located in the *city right-of-way*.

DWELLING. Any building that contains one or two *dwelling units* used, intended, or designed to be built, used, rented, leased, *let* or hired out to be occupied, or that are occupied for living purposes.

DWELLING, MULTIPLE UNIT. A building or portion thereof designed for occupancy by three or more families living independently in which they may or may not share common entrances and/or other spaces. Individual *dwelling units* may be owned as *condominiums*, or offered for rent.

DWELLING, SINGLE FAMILY. A detached *dwelling unit* with *kitchen* and sleeping facilities, designed for occupancy by one family.

DWELLING, TWO FAMILY. A building designed or arranged to be occupied by two families living independently, with the structure having only two *dwelling units*.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

DWELLING UNIT OR SLEEPING UNIT, MULTI-STORY. See ~~definition for~~ "Multistory Unit."

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

EMERGENCY ESCAPE AND RESCUE OPENING. An operable exterior window, door or similar device that provides for a means of escape and access for rescue in the event of an emergency.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including brace, frames, lugs, snuggers, hangers saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

EXTERIOR WALL. ~~An above-grade wall that defines the exterior boundaries of a building. Includes between floor spandrels, peripheral edges of floors, roof and basement knee walls, dormer walls, gable and end walls, walls enclosing a mansard roof and basement walls with an average below-grade wall area that is less than 50 percent of the total opaque and nonopaque area of that enclosing side~~ A wall, bearing or nonbearing, that is used as an enclosing wall for the building, other than a fire wall, and that has a slope of 60 degrees or greater with the horizontal plane.

EXTERMINATION. The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

~~**FACE OF BUILDING, PRIMARY.** The wall of a building fronting on a street or right-of-way, excluding any appurtenances such as projecting fins, columns, pilasters, canopies, marquees, showcases or decorations.~~

FLIGHT. A continuous run of rectangular treads or *winders* or combination thereof from one landing to another.

FRONTAGE. The width of a lot or parcel abutting a public right-of-way measured at the front property line.

GARAGE, PRIVATE. A building or a portion of a building, in which ~~only private or pleasure-type~~ motor vehicles used by the owner or tenants of the building or buildings on the premises are stored or kept, without provisions for repairing or servicing such vehicles for profit.

GARAGE, REPAIR. A building, structure, or portion thereof used for the servicing or repairing motor vehicles.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking, and consumption of food.

GRADE. The finished ground level adjoining the building at all *exterior walls*.

GRADE PLANE. A referenced plane representing the average of finished ground level adjoining the building at *exterior walls*. Where the finished ground level slopes away from the *exterior walls*, the referenced plane shall be established by the lowest points within the area between the building and the *lot line* or, where the *lot line* is more than 6 feet from the building, between the building and a point 6 feet from the building.

GREASE COLLECTION CONTAINER. A container for temporarily storing fats, oils, and grease, and is usually made out of metal.

~~**GROSS COMBINATION WEIGHT RATING (GCWR).** The value specified by the manufacturer as the loaded weight of a combination (articulated) motor vehicle. In the absence of a value specified by the manufacturer, GCWR will be determined by adding the GVWR of the power unit and the total weight of the towed unit and any load thereon.~~

~~**GROSS VEHICLE WEIGHT RATING (GVWR).** The value specified by the manufacturer as the loaded weight of a single motor vehicle.~~

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimize the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a ~~structure~~ building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HANDRAIL. A horizontal or sloping rail intended for grasping by the hand for guidance or support.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or local designated historic district.

HOME OCCUPATION. The partial use of a ~~home~~ dwelling unit for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes.

HOT TUB. See ~~definition for~~ “Swimming Pool Spa.”

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

~~**INCLINED WALKING SURFACE.** A walking surface that has a running slope not steeper than 1 unit vertical in 20 units horizontal and is not parallel to adjacent grade.~~

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

JURISDICTION. The governmental unit that has adopted this code ~~under due legislative authority~~.

KITCHEN. Any ~~room or portion of a room within a building~~ area used, or designated ~~and intended~~ to be used, for the ~~cooking or~~ preparation of food.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, ~~inspection~~ approved agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LANDSCAPING. The finishing and adornment of unpaved *yard* areas. Materials and treatment generally include naturally growing elements such as grass, trees, shrubs and flowers. This treatment shall be permitted also to include the use of logs, rocks, fountains, water features and contouring of the earth.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement, or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

LIVING SPACE. Space within a *dwelling unit* utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.

LODGING HOUSE. A one-family dwelling where one or more occupants are primarily permanent in nature, and rent is paid for guestrooms.

LOT. A portion or parcel of land considered as a unit.

LOT LINE. A line dividing one *lot* from another, or from a street or any public place.

MEDIA, SOCIAL. Forms of electronic, digital, computerized or networked information and communication technologies through which users create online communities to share information, ideas, personal messages and other content. These can take many different forms, including internet forums, blogs, wikis, podcasts, and picture-, music- and video-sharing. Examples of social media applications are Google Groups, Wikipedia, My Space, Facebook, Craigslist, YouTube, Second Life, Flickr and Twitter.

MEDIA, TRADITIONAL. Communications that existed before *social media* such as television, radio, newspapers, magazines, newsletters, tax press and other print publications.

MOTOR VEHICLE. Any vehicle, automobile, automobile truck, automobile wagon, motorcycle, machine, tractor, trailer or semi-trailer propelled or drawn by mechanical power and used upon public streets in the transportation of passengers or property, or any combination thereof, but does not include any vehicle, locomotive, or car operated exclusively on a rail or rails, or a trolley bus operated by electric power derived from a

fixed overhead wire, furnishing local passenger transportation similar to street-railway service.

MOTOR VEHICLE, BUS. Any *motor vehicle* designed, constructed and/or used for the transportation of passengers, including taxicabs.

MOTOR VEHICLE, COMMERCIAL. Any ~~self-propelled or towed motor vehicle for use or used upon streets, highways, road, etc. in interstate and local commerce~~ to transport goods, passengers, or property ~~when the vehicle for the profit of an individual or business.~~

- ~~1. Has a gross vehicle weight rating, gross combination weight rating, gross vehicle weight or gross combination weight of 10,001 pounds (4,536 kg) or more, whichever is greater; or~~
- ~~2. Is designed or used to transport more than 8 passengers, including the driver, for compensation; or~~
- ~~3. Is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation; or~~
- ~~4. Is used in transporting material found by the Secretary of Transportation to be hazardous under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations prescribed by the Secretary of Transportation under 49 CFR, subtitle B, Chapter I, subchapter C.~~

MOTOR VEHICLE, INOPERABLE. A *motor vehicle*, which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, a flat tire or incapable of being moved under its own power.

MOTOR VEHICLE, SCHOOL BUS. A passenger *motor vehicle* which is designed or used to carry more than 10 passengers in addition to the driver, and which the Secretary of Transportation determines is likely to be significantly used for the purpose of transporting preprimary, primary, or secondary school students to such schools from home and from such schools to home.

MOTOR VEHICLE, TRUCK. Any self-propelled *commercial motor vehicle* except a *truck tractor motor vehicle*, designed and/or used for the transportation of property

MOTOR VEHICLE, TRUCK TRACTOR. A self-propelled *commercial motor vehicle* designed and/or used primarily for drawing other vehicles.

MOTOR VEHICLE, UNLICENSED. A motor vehicle that is not validly registered under the laws of the State of Missouri, other jurisdictions or does not display valid license plates.

MULTISTORY UNIT. A *dwelling unit* or *sleeping unit* with *habitable space* located on more than one *story*.

NEGLECT. The lack of proper maintenance for a building or *structure*.

OCCUPANCY. The purpose for which a *building* or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a *building*, or having possession of a space within a *building*.

OPEN SPACE. Land areas that are not occupied by buildings, structures, parking areas, streets, alleys or required *yards*. *Open spaces* shall be permitted to be devoted to *landscaping*, preservation of natural features, patios and recreational areas and facilities.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any *person* who has charge, care or control of a *structure* or *premises* which is let or offered for *occupancy*.

OWNER. Any *person*, agent, *operator*, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PARK. A public or private area of land, with or without buildings, intended for outdoor active or passive recreational uses.

PARKING, OFF-STREET. Parking of a *motor vehicle* anywhere but on the street.

~~PARKING AREA.~~ See definition for "*Paved Area.*"

PARKING LOT. An open area, other than a street, used for the parking of *motor vehicles*.

PARKING SPACE, MOTOR VEHICLE. A space within a building or private or public parking lot, exclusive of driveways, ramps, columns, office and work areas, for the parking of a *motor vehicle*.

PAVED AREA. A hard surfaced area consisting of concrete, asphalt, or other *approved* materials.

PERMIT. An official document or certificate issued by the ~~authority having jurisdiction~~ building official that authorizes performance of a specified activity.

PERSON. An individual, heirs, executors, administrators or assigns, and also includes firm, partnership, or corporation, its or their successors or assigns, or ~~any other group acting as a unit~~ the agent of any of the aforesaid.

PERSONAL PROPERTY. Property other than real property consisting of things temporary or movable.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; or by other *approved pest elimination* methods.

[A] PREMISES. A *lot*, plot or parcel of land, *easement* or *public way*, including any *structures* thereon.

[A] PUBLIC WAY. Any street, alley or similar parcel of land ~~essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently~~ that is open to the outside air; leads to a street; has been deeded, dedicated, or otherwise permanently appropriated to the public for public use; and has clear width and height of not less than ten (10) feet.

RAMP. A walking surface that has a running slope steeper than 1 unit vertical in 20 units horizontal (5-percent slope).

RECYCLING BINS. A container for temporarily storing recyclable materials and is usually made out of metal.

RIGHTS-OF-WAY. The area on, below or above a public roadway, streets, alleys, bridges, bikeways, parkways and sidewalks in which the city has an ownership interest but not including; (a) the airways above a public rights-of-way with regards to cellular or other non-wire telecommunications or broadcast service; (b) easements obtained by utilities or private easements in platted subdivisions or tracts; or (c) poles, pipes, cables, conduits, wires, optical cables or other means of transmission, collection or exchange of communications, information, substances, data or electronic or electrical current or impulses utilized by a municipally owned or operated utility pursuant to Chapter 91, RSMo, or pursuant to a charter form of government.

RISER (STAIR). The vertical component of a step or *stair*.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except *garbage*; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metal, mineral matter, glass, crockery and dust and other similar materials.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* and not *sleeping unit*.

SOCIAL NETWORKING. See ~~definition for~~ “Media, Social.”

SPA. ~~See definition for “Swimming Pool.”~~ A product intended for the immersion of persons in temperature-controlled water circulated in a closed system, and not intended to be drained and filled with each use. A spa usually includes a filter, and electric, solar, or gas heater, a pump or pumps, and a control, and can include other equipment, such as lights, blowers, and water-sanitizing equipment.

STAIR. A change in elevation, consisting of one or more *risers*.

STAIRWAY. One or more flights of stairs, either interior or exterior, with the necessary landings and platforms connecting them to form a continuous and uninterrupted passage from one level to another within or attached to a building, porch or deck.

STORY. That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

STREET. Any thoroughfare or *public way* not less than 16 feet (4877 mm) in width which has been dedicated.

STREET, PRIVATE. A right-of-way or *easement* in private ownership, not dedicated or maintained as a public street, which affords the principal means of access to two or more sites.

STREET, PUBLIC. Any street, road or way dedicated to public use.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act, which was prohibited, or failed to do an act, which the defendant was legally required to do.

STRUCTURE. That which is built or constructed ~~or a portion thereof~~.

SWIMMING POOL. Any structure that contains water over 24 inches (610 mm) in depth and which is used, or intended to be used for swimming or ~~recreational bathing~~ leisure activities. This includes in-ground, above-ground, and on-ground swimming pools, ~~hot tubs and spas~~.

~~SWIMMING POOL, ABOVE-GROUND/ON-GROUND. See definition for “Swimming Pool.”~~

~~SWIMMING POOL, IN-GROUND. See definition for "Swimming Pool."~~

SWIMMING POOL, PRIVATE. Any *swimming pool* used in connection with an occupancy in Use Group R-3 and which is available only to the family and guests of the householder.

SWIMMING POOL, PRIVATE INDOOR. Any *private swimming pool* that is totally contained within a private structure and surrounded on all four sides by walls of said structure.

SWIMMING POOL, PRIVATE OUTDOOR. Any *private swimming pool* that is not an indoor pool.

SWIMMING POOL, PUBLIC. Any *swimming pool* other than a *private swimming pool*.

TENANT. A *person*, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

TOWNHOUSE. A single-family *dwelling unit* constructed in a group of three or more attached units in which each unit extends from foundation to roof and with a *yard* or *public way* on at least two sides.

TRASH. Anything worthless, useless, or discarded; *rubbish / garbage*.

TRASH BAG. A plastic bag put inside a *waste container* to hold the *waste, trash, garbage, and rubbish*; and keep the container clean.

TRAILER. A unit attached to a *motor vehicle* designed to carry property and/or passengers. A trailer cannot be motorized or self-operated. A trailer may include, but is not limited to the following; homemade, kit, farm wagon, boat, utility, flat bed, semi, livestock and camping.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

UNSHELTERED STORAGE. Any *personal property* not stored in or under a structure such as a shed, carport, garage or deck that is permanent in nature.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WASTE. Are unwanted or unusable materials; any substance which is discarded after primary use, or is worthless, defective, and of no use.

WASTE CONTAINER. A container for temporarily storing waste, trash, rubbish, and/or garbage, and is usually made out of metal or plastic. Some common terms are refuse container, dumpster, trash can, and garbage can.

WEEDS. All grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

WEEDS, NOXIOUS. A noxious weed is an invasive species of a plant that has been designated by the country, state or national agricultural authorities as one that is injurious to agricultural and/or horticultural crops, natural habitats and/or ecosystems, and/or humans or livestock.

WINDER. A tread with nonparallel edges.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space, other than a court, unobstructed from the ground to the sky, except where specifically provided by this code, on the same lot with on which a structure building is situated.

YARD WASTE. Are grass clippings, yard vegetation, sod without dirt, twigs (less than 2 inches in diameter), leaves, etc.

YARD WASTE BAG. Is a brown paper recyclable bag for yard waste.

302.4 Weeds.

All *premises* and *exterior property* shall be maintained free from *weeds* or plant growth in excess of ~~ten (10)~~ seven (7) inches. On undeveloped property, *weeds* or plant growth shall be maintained a minimum of one hundred (100) feet from all adjacent lot lines. All *noxious weeds* shall be prohibited.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after the service of a notice of violation, they may be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the cost of such removal and administration fees shall be paid by the *owner* or agent responsible for the property. If not paid by *owner* or agent responsible for the property, the cost of such abatement and other associated costs shall be assessed on the *owner's* property real estate tax ~~notice~~ bill.

Exception: Premises adjacent to a stream may allow weeds or plant growth to grow beyond the height of ~~ten (10)~~ seven (7) inches within ten (10) feet of the edge of the stream.

302.7 Accessory structure.

All accessory structures, including but not limited to, *detached* garages, carports, gazebos, decks, platforms, sheds, lean-tos, retaining walls, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles.

Except as provided for in other regulations, no motor vehicle that is inoperative, unlicensed or has expired registration tags shall be parked, kept or stored on any *premises*, and no vehicle shall be at any time in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including bodywork, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purpose.

[F] 304.3 Premises identification.

Buildings shall have *approved* address numbers placed on the primary structure and in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.14 Insect screens.

Every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

308.2.1 Rubbish storage facilities.

The *owner, tenant* and/or *occupant* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner, tenant* and/or *occupant* of the *premises* shall be responsible for the removal of *rubbish*.

308.3.1 Garbage facilities.

The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure

available to the *occupants* in each *dwelling unit*; or the *owner, tenant* and/or *occupant* shall supply *approved* leakproof, covered, outside garbage container; and the *owner, tenant* and/or *occupant* of the dwelling shall be responsible for the removal of *garbage*.

602.3 Heat supply.

Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces.

Indoor occupiable work spaces shall be supplied with heat to maintain a minimum temperature of 65°F (18°C) during the period the space is occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

9.1000.020.2 ADDITIONS.

The following section(s) are hereby incorporated and adopted in the 2015~~8~~ International Property Maintenance Code:

302.4.1 Weeds in public rights-of-way.

All *premises* and *exterior property* adjacent to the City of Gladstone, Clay County, Missouri or the State of Missouri's public rights-of-way along improved and/or unimproved streets shall comply with the requirements of Section 302.4, and adjacent property *owner* shall be responsible for seeding, sodding and plantings.

Exception: Any property along a public rights-of-way that contains a drainage ditch or incline, which cannot be mowed or maintained by normal residential mower or weed removal tool(s) as determined by the *building official*.

302.8.1 Off-street parking.

Off-street parking areas shall be used solely for the parking of licensed *motor vehicles* in operating condition.

302.8.1.1

~~Parking on paved area~~ Motor vehicles. ~~All~~ *Motor vehicles* shall be parked on an approved driveway, parking lot, parking area, or paved area that has a minimum thickness of 4 inches ~~(101 mm)~~ of either concrete, asphalt or other similar *approved* materials. Such driveway, parking lot, parking area or paved area shall be at least as long and wide and encompass the entire area beneath any ~~and all~~ motor vehicles that ~~are~~ is parked on said driveway, parking lot, parking area, or paved area.

Exception: Existing gravel *driveways* classified as an *approved* existing non-conforming *driveway*.

302.8.1.2 Commercial motor vehicles.

Commercial motor vehicles shall be parked on an approved driveway, parking lot, parking area, or paved area; gravel or other non-approved parking surfaces, existing or otherwise are not permitted. Commercial motor vehicles that are designed to be towed or towable shall be hitched to an operating commercial motor vehicle and shall have denotation of the business it belongs to.

302.8.2 Commercial motor vehicle.

No *person* shall park or allow to be parked a *commercial motor vehicle* upon any residential lot or premises, improved or unimproved, in the city.

Exceptions:

1. City-owned and -operated vehicles; services vehicles owned by utility companies while in the process of services or maintenance; construction vehicles while being used in conjunction with construction or maintenance authorized by the jurisdiction having authority.
2. For the purpose of making delivery or pickup provided such vehicles are not left continuously parked between the hours of 9:00pm and 7:00am local time.
3. Pickup trucks rated at 1-ton (907 kg) or more that are owned and operated for the personal use, non-business related, of the individual who owns said pickup truck.
4. A commercial motor vehicle rated at 1-ton or less.

302.8.3 Motor vehicles for sale.

Except as provided for herein no one shall park or allow to be parked a *motor vehicle* on private or public property zoned residential, commercial or manufacturing within view of a public street for the purpose of selling or advertising for sale, said *motor vehicle*.

Exceptions:

1. In residential zoned properties, one (1) *motor vehicle* shall be allowed to be placed on an approved paved area for the purpose of offering said *motor vehicle* for sale. No residential property shall be allowed more than four (4) *motor vehicles* for sale in a calendar year.
2. In commercial and manufacturing zoned properties, if a *person* with an ownership interest in said *motor vehicle* is an employee of a business within said property and has written permission from the property *owner* to use the property for the purpose of selling, or has a valid occupational license from the City of Gladstone, Clay County, Missouri for the sale of *motor vehicles* and said occupational license designating the *premises* involved as the business location.

Whether or not permission has been given to park on the property is an affirmation defense, and the showing of written permission and proof of employment meet the burden of proof.

302.8.3.1 Prima facie evidence.

The fact that a ~~"For Sale" sign, telephone number(s), or other advertising appears on the motor vehicle or the motor vehicle~~ is advertised in for sale via any *traditional media* or *social media*, shall be prima facie evidence that the *motor vehicle* is parked for the purpose of being offered for sale.

302.8.4 Motor vehicle encroachment.

No *motor vehicle* shall block or partially block any portion of the public sidewalk, or access pathway for public sidewalks at *driveway approaches* within the City of Gladstone, Clay County, Missouri rights-of-ways.

302.10 Open storage.

All *exterior property* and *premises*, open bed pickup trucks and open trailers located on any *premises, private street* or *public street* shall be free of *unsheltered storage* of any kind.

Exception: Useable BBQ grills as long as there is not a collection thereof, lawn furniture maintained in useable condition, bicycles maintained in operational use as long as there is not a collection thereof, firewood neatly stacked in the rear yard, and

the temporary storage of landscape and building materials to be used on the *premises* for a current project under construction so long as the materials are neatly stacked in the rear yard and are not stored leaning against the side of a structure.

308.2.3 Burning.

No *person* shall burn or allow to be burned any *rubbish* within city limits.

308.2.4 Streets.

No *person* shall cart, place, sweep, throw, deposit or dispose in such a manner that it may be carried or deposited by the elements any *rubbish* upon streets, sidewalks, alleys, storm sewers, parkways, or other public place or upon any occupied *premises* with city limits.

308.2.5 Stream.

No *person* shall cart, place, sweep, throw, deposit or dispose in such a manner that it may be carried or deposited by the elements any *rubbish* upon streams, lakes, bodies of water or ravines within city limits.

308.3.3 Burning.

No *person* shall burn or allow to be burned any *garbage* within city limits.

308.3.4 Streets.

No *person* shall cart, place, sweep, throw, deposit or dispose in such a manner that it may be carried or deposited by the elements any *garbage* upon streets, sidewalks, alleys, storm sewers, parkways, or other public place or upon any occupied premises with city limits.

308.3.5 Stream.

No *person* shall cart, place, sweep, throw, deposit or dispose in such a manner that it may be carried or deposited by the elements any *garbage* upon streams, lakes, bodies of water or ravines within city limits.

308.4 Disposal of contagious disease and inflammable or explosive rubbish and garbage.

Removal of wearing apparel, bedding or other *rubbish* or *garbage* from homes or other places where highly infectious or contagious diseases prevail shall be performed under the supervision and direction of the county health office. Such *rubbish* and *garbage* shall not be placed in containers used for regular collections or disposal.

Highly inflammable or explosive materials shall not be placed in containers for collection but shall be disposed of as directed by the Director of Public Safety at the expense of the *owner* or possessor thereof.

~~308.5 Storage and screening of trash containers. All containers and bags used for the purpose of disposing *rubbish* and *garbage* shall be stored no closer to the public streets than the front building line; for corner lots all containers shall be stored no closer to the public streets than the front building line and side building line adjacent to the street of any~~

~~premises. In either case, no container or bag shall be stored in front of the main building and/or attached garage; in addition corner lots shall not have containers stored on the side of the main building and/or attached garage adjacent to the street.~~

308.5 Storage of waste containers; residential.

Two (2) ninety-six (96) gallon waste containers, or smaller, may be stored in front and adjacent to the primary structures attached private garage facing an adjacent public street. All waste, trash, rubbish, and garbage including trash bags shall be placed within an approved waste container with lid properly closed.

Any additional waste containers shall be stored so as not to be in front of the primary structure or attached private garage adjacent to a public street.

Exception: On the day of scheduled pickup, during which ~~contained rubbish and garbage~~ waste containers may be temporarily placed near the *public street* for the purpose of pickup.

308.5.1 Yard waste bags.

Yard waste bags shall be stored so as not to be in front of the primary structure or attached private garage adjacent to a public street.

Exception: On the day of scheduled pickup, during which yard waste bags may be temporarily placed near the public street for the purpose of pickup.

308.6 Storage and screening of dumpsters waste containers; commercial.

All ~~rubbish and garbage dumpsters~~ waste containers must be screened by a four (4) – sided enclosure, three sides of which will be composed of the same material and color of the main building or other approved material, with an ~~chain link or wooden~~ approved gate for access being the fourth side. The gate access must screen the dumpster waste container and be of the same color as the main building. ~~Screening inserts that are the color of the main building are required for chain link access gates.~~ Access gates must be kept closed.

~~—Exception: Dumpsters complying with the requirement of Title IX, Chapter 2100.~~

308.7 Grease collection container; commercial.

All grease collection container must be screened by a four (4) – sided enclosure, three sides of which will be composed of the same material and color of the main building or other approved material, with an approved gate for access being the fourth side. The gate access must screen the grease collection container and be of the same color as the main building. Access gates must be kept closed.

308.8 Recycling bins, commercial.

All recycling bins must be screened by a four (4) – sided enclosure, three sides of which will be composed of the same material and color of the main building or other approved material, with an approved gate for access being the fourth side. The gate access must

screen the *recycling bin* and be of the same color as the main building. Access gates must be kept closed.

SECTION 310 COMPOSTING

310.1 General.

No *person* shall place or allow the accumulation of *rubbish* or *garbage* on their *premises* unless used specifically for composting as set forth in this section.

310.2 Composting permitted.

Composting shall be permitted when located on a one- and two-family residential *premises*, contained within an *approved compost bin* and shall comply with the provision of this section.

310.3 Construction of compost bin.

A *compost bin* may contain more than one contiguous compartment and may be constructed of a commercially available unit or a *structure* made of woven wire (such as hog wire, chicken wire or chainlink), wood slat fencing (such as snow fencing), cement blocks, bricks or similar material.

310.4 Compost bin required.

Only one (1) *compost bin* is permitted on any residential *premises* up to 1-acre (4046.82 m²). On residential *premises* more than 1-acre (4046.82 m²), no more than two (2) *compost bins* are permitted. *Compost bins* shall comply with the following provisions.

1. A *compost bin* shall be no larger than 600 cubic feet (16.99 m³) and shall not exceed 4 feet (1219 mm) in height.
2. A *compost bin* shall be so constructed as not to allow the material within to be blown from the *compost bin* by wind.

310.5 Location on premises.

Compost bins shall be located as follows:

1. A *compost bin* shall be located in the rear yard.
2. A *compost bin* shall not be located within 5 feet (1524 mm) of any property line and shall be at least 60 feet (18 288 mm) from the center of a roadway. A *compost bin* shall be no less than 5 feet (1524 mm) from any structure on the *premises*.

3. A *compost bin* shall be placed in a well-drained area with no standing water.

310.6 Maintenance.

Compost bins shall be maintained in accordance with the following provisions:

1. All *compost bins* shall be maintained in good repair and be structurally sound.
2. No odor emitted from a *compost bin* shall be detected more than 5 feet (1524 mm) in any direction from the *compost bin*.
 - 2.1 If odors are omitted and detectable greater than 5 feet (1524 mm) in any direction, then action shall be taken by the *owner, tenant* and/or *occupant* to eliminate such odor. Such action may include, but not limited to:
 - a. Adding lime to the *compost pile*,
 - b. Mixing or turning the *compost pile*, and/or
 - c. Regulating the moisture content of the *compost pile*.

310.7 Contents of compost pile.

Compost piles may contain any or all of the following:

1. Grass clippings,
2. Leaves,
3. Dead limbs,
4. Brush,
5. Logs,
6. Wood chips,
7. Foliage,
8. Vegetation from gardens,
9. Shrub cuttings,
10. Sod,
11. Soil,

12. Hay,
13. Straw,
14. Weeds, and/or
15. Sawdust.

9.1000.020.3 DELETIONS.

The following section(s) of the 2015~~8~~ International Property Maintenance Code are omitted and not hereby incorporated:

~~[A] 111.2 Membership of board.~~

[A] 111.2.1 Alternate members.

[A] 111.2.2 Chairman.

[A] 111.2.3 Disqualification of member.

[A] 111.2.4 Secretary.

[A] 111.2.5 Compensation of members.

~~[A] 111.3 Notice of meeting.~~

[A] 111.4 Open hearing.

[A] 111.4.1 Procedure.

[A] 111.5 Postponed hearing.

[A] 111.6 Board decision.

[A] 111.6.1 Records and copies.

[A] 111.6.2 Administration.

[A] 111.7 Court review.

[A] 111.8 Stays of enforcement.

**SECTION 9.1000.030
VIOLATIONS**

~~9.1000.030.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to be in conflict with or in violation of any of the provisions of this chapter.~~

~~9.1000.030.2 Violation; penalties. Any person who violates a provision of this chapter or fails to comply with any order made thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by the board of zoning and adjustments, or by a court of competent jurisdiction, within the time fixed herein, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided for in Section 1.100.140 of the City of Gladstone, Clay County, Missouri, Code of Ordinances. The imposition of one penalty for any violation shall not excuse the violation, or permit it to continue; and all such persons shall be required to correct or remedy such violations(s) or defects(s) within a reasonable time; and, when not otherwise specified, each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

ARTICLE 2. PUBLIC NUISANCE ABATEMENT

DIVISION 1 SCOPE AND ADMINISTRATION

PART 1 – SCOPE AND APPLICATION

SECTION 9.1000.101 GENERAL PROVISIONS

9.1000.101.1 Title.

These regulations shall be known as Public Nuisance Abatement of the City of Gladstone, Clay County, Missouri, hereinafter referred to as ‘this Article’.

9.1000.101.2 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

9.1000.101.3 Intent.

The purpose of this article, in accordance with Section 67.398 of the Revised Statutes of Missouri, is to provide for the abatement of a condition of any lot or land that has the presence of a nuisance.

9.1000.101.4 Severability.

If a section, subsection, sentence, clause, or phrase of this Article is for any reason, held to be unconstitutional or otherwise invalid; such decision shall not affect the validity of the remaining portions of this Article.

SECTION 9.1000.102

APPLICABILITY

9.1000.102.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this article and the referenced standards, the provisions of this article shall apply. Where, in a specific case, different sections of this article specify different requirements, the most restrictive shall govern.

9.1000.102.2 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 – ADMINISTRATION AND ENFORCEMENT

SECTION 9.100.103

DUTIES AND POWERS OF THE BUILDING OFFICIAL

9.1000.103.1 General.

The building official is hereby authorized and directed to enforce the provisions of this article. The building official shall have the authority to render interpretations of this article and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this article. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this article.

9.1000.103.2 Inspections.

The building official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

9.1000.103.3 Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this article, or whenever the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this article, the building official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this article, provided that if such structure or premises is occupied the building official shall present credentials to the occupant and request entry. If such structure or

premises is unoccupied, the building official shall first make a reasonable effort to locate the owner, owner's authorized agent or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

9.1000.103.4 Identification.

The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this article.

9.1000.103.5 Notices and orders.

The building official shall issue all necessary notices or orders to ensure compliance with this article.

9.1000.103.6 Department records.

The building official shall keep official records of all business and activities of the department specified in the provisions of this article. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 9.1000.104

PUBLIC NUISANCE; PURPOSE; DEFINITION

9.1000.104.1 Public nuisance.

Any person who shall create, commit, permit, or continue a nuisance of any kind, nature, or description in, upon, or about any private property in this jurisdiction, which does or could endanger life or limb, damage or depreciate the value of property, real or personal, or annoy or disturb the owners of property in or about the area where such nuisance exists, shall be deemed guilty of a misdemeanor.

9.1000.104.2 Purpose.

Sections 9.1000.104 through 9.1000.107 are meant to be regulations applicable to the abatement of nuisances defined in Section 9.1000.104.3. If this of Article conflicts with any other provisions of the City of Gladstone's Code of Ordinances regarding abatement of nuisances, this Article shall govern.

9.1000.104.3 Definition.

Any condition on any lot or land that has the presence of debris of any kind including, but not limited to, weed cuttings, cut and fallen trees and shrubs, overgrown vegetation and noxious weeds which are seven (7) inches or more in height, rubbish and trash, lumber not piled or stacked seven (7) inches off the ground, rocks or bricks, tin, steel, parts of derelict cars or trucks as more fully described in Section 9.1000.104.1, discarded household furniture or appliances, broken furniture, any flammable material which may endanger public safety or any material which is unhealthy or unsafe, is hereby declared to be a public nuisance.

SECTION 9.1000.105
NOTICE AND ABATEMENT

9.1000.105.1 Notice.

When a public nuisance as defined in Section 9.1000.104.3 exists, the Community Development Director and/or their authorized representative shall so declare and shall give written notice to the owner of the property and, if the property is not owner-occupied, to any occupant of the property by personal service or regular first-class mail. If notice cannot be given by either personal service or first-class mail then such notice may be posted on or about the premises described in the notice. Such notice shall, at a minimum:

1. Declare that a public nuisance exists;
2. Specifically describe each condition declared to be a public nuisance;
3. Identify what action will remedy the public nuisance;
4. Order the removal or the abatement of such condition within a reasonable amount of time not less than ten (10) days, unless the public nuisance present an immediate, specifically identified risk to the public health or safety;
5. State that if the owner of the property fails to begin removing the nuisance within the time allowed, or upon failure to pursue the removal of such nuisance without unnecessary delay, the Community Development Director shall cause the condition which constitutes the nuisance to be removed or abated and the cost of such removal or abatement may be included in a special tax bill or added to the annual real estate tax bill for the property and collected in the same manner and procedure for collecting real estate taxes;
6. State that if the owner or occupant of the property fails to begin removing the nuisance within the time allowed, or upon failure to pursue the removal of such nuisance without unnecessary delay, such owner or occupant of the property may be cited into Municipal Court for violating this Article and shall, upon conviction in Municipal Court, be subjected to punishment by a fine pursuant to Section 1.100.140(e)(b) of the City of Gladstone's Code of Ordinances.
7. State, in the case of overgrown vegetation and noxious weeds, that if more than once during the same growing season a repeat violation of the same ordinance by the same person on the same property is reported, the City may, without further notification, have the weeds removed and the cost of the same shall be billed to the owner as provided in Section 9.1000.106.

SECTION 9.1000.106
ABATEMENT OF NUISANCE

9.1000.106.1 Administrative warrant.

If the owner of such property fails to begin removing the nuisance within the time allowed, or upon failure to pursue the removal of such nuisance without unnecessary delay, the Community Development Director and/or their authorized representative shall cause the condition which constitutes the nuisance to be removed. If the owner, occupant, or other person with lawful possession of the premises in question refuses to allow the Community Development Director and/or their authorized representative to enter onto such premises to abate the nuisance conditions, the City may request an administrative warrant, if such administrative warrant is required by law.

9.1000.106.2 Tax bill; costs.

If the Community Development Director and/or their authorized representative causes such condition to be removed or abated, the cost of such removal (which may include fees for the City's cost in administering this Article) and the proof of notice to the owner of the property shall be certified to the City Clerk who shall cause the certified cost to be included in a special tax bill or added to the annual real estate tax bill, at the collecting official's option, for the property and the certified cost shall be collected by the official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property from the date the tax bill is delinquent until paid.

9.1000.106.3 Weeds.

In the case of overgrown vegetation and noxious weeds, if more than once during the same growing season, a repeat violation of the same ordinance by the same person on the same property is reported, the City may, without further notification, have the weeds removed and the cost of the same shall be billed to the owner as provided for in Section 9.1000.106.2..

SECTION 9.1000.106
VIOLATIONS

9.1000.106.1 Unlawful acts.

It shall be unlawful for any person, firm, or corporation to be in conflict with or in violation of any of the provisions of this article.

9.1000.106.2 Violation; penalties.

Any person who violates a provision of this article or fails to comply with any order made thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by the Uniform Code Board of Appeals, or by a court of competent jurisdiction, within the time fixed herein, shall severally, for each and every such violation and noncompliance

respectively, be guilty of a misdemeanor, punishable as provided for in Section 1.100.140 of the City of Gladstone, Clay County, Missouri, Code of Ordinances. The imposition of one penalty for any violation shall not excuse the violation, or permit it to continue; and all such persons shall be required to correct or remedy such violations(s) or defects(s) within a reasonable time; and, when not otherwise specified, each day that a violation continues after due notice has been served shall be deemed a separate offense.

CHAPTER 2900
MARIJUANA CULTIVATION REGULATIONS

DIVISION 1
SCOPE AND ADMINISTRATION

PART 1 – SCOPE AND APPLICATION

SECTION 9.2900.101
GENERAL

9.2900.101.1 Title.

These regulations shall be known and cited as the Marijuana Cultivation Regulations of the City of Gladstone, Clay County, Missouri hereinafter referred to as “this chapter”.

9.2900.101.2 Scope.

The provisions of this chapter shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, and removal of marijuana cultivation.

9.2900.101.3 Intent.

The purpose of this chapter is to provide and to protect the public health and welfare, increase and preserves residential and commercially developed land values while ensuring the safety of residents, businesses, and the structures that they live, work, and recreation in.

SECTION 9.2900.102
APPLICABILITY

9.2900.102.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this chapter specify requirements, the most restrictive shall govern.

9.2900.102.2 Other laws.

The provisions of this chapter shall not be deemed to nullify any provisions of local, state, or federal law.

9.2800.102.3 Application of references.

References to division or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such division, section or provision of this chapter.

9.2800.102.4 Partial invalidity.

In the event that any part or provisions of this chapter is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

PART 2 – ADMINISTRATION AND ENFORCEMENT

SECTION 9.2900.103 DUTIES AND POWERS OF BUILDING OFFICIAL

9.2900.103.1 General.

The *building official* is hereby authorized and directed to enforce the provisions of this chapter. The *building official* shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this chapter.

9.2900.103.2 Inspections.

The *building official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a reasonable officer of such *approved* agency or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

9.2900.103.3 Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this chapter, or whenever the *building official* has reasonable cause to believe that there exists upon a *premises* or private property a condition in violation of this chapter, the *building official* is authorized to enter the *premises* at reasonable times to inspect or perform the duties imposed by this chapter, provided that if such *premises* is occupied the *building official* shall present credentials to the *premises* or private property owner and request entry. If such *premises* or private property is unoccupied, the *building official* shall first make a reasonable effort to locate the owner; owner's authorized agent, or other person having charge or control of the *premises* or private property and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

9.2900.103.4 Identification.

The *building official* shall carry proper identification when inspecting *premises* in the performance of duties under this chapter.

9.2900.103.5 Notices and orders.

The *building official* shall issue all necessary notices or order to ensure compliance with this chapter.

9.2900.103.6 Department records.

The *building official* shall keep official records of all business and activities of the department specified in the provisions of this chapter. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 9.2900.104 VIOLATIONS

9.2900.104.1 Unlawful act.

It shall be unlawful for any person, firm, or corporation to be in conflict with or in violation of any of the provisions of this chapter.

9.2900.104.2 Notice of violation.

The *building official* shall serve a notice of violation or order in accordance with Section 9.2900.105.

9.2900.104.3 Prosecution of violation.

Any *person* failing to comply with a notice of violation or order, served in accordance with Section 9.2900.105, shall be deemed guilty of a misdemeanor or civil infraction as determined by this jurisdiction, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *building official* shall institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful condition in violation of the provisions of this chapter or of the order or direction made pursuant thereto. Any action taken by this jurisdiction on such *premises* shall be charged against the real estate upon which the violation is located and shall be a lien upon such real estate.

9.2900.104.4 Violation; penalties.

Any person, firm, or corporation who violates a provision of this chapter or fails to comply with any order made thereunder, and from which no appeal has been taken, or who shall fail to comply with such order affirmed or modified by the Board of Zoning and Adjustments (BZA), or by a court of competent jurisdiction, within the time fixed herein, shall severally, for each such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in Section 1.100.140 of the City of Gladstone, Clay County, Missouri's Code of Ordinances. The imposition of one (1) penalty for any violation shall not excuse the violation, or permit it to continue; and all such person, firm, or corporation shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each day that a prohibited condition is maintained shall constitute a separate offense.

SECTION 9.2900.105 Notices and Orders

9.2900.105.1 Notice to person responsible.

Whenever the *building official* determines that there has been a violation of this chapter or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 9.2900.105.2 and 9.2900.105.3 to the *owner*, owner's authorized agent and/or *person(s)* responsible for the violation as specified in this chapter.

9.2900.105.2 Form.

Such notice prescribed in Section 9.2900.105.1 shall be in accordance with the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *premises* or private property into compliance with the provisions of this chapter.
5. Inform the property *owner* or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 9.2900.104.3.

9.2900.105.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. Posted in a conspicuous place in or about the *premises* affected by such notice.

9.2900.105.4 Unauthorized tampering.

Signs, tags, or seals posted or affixed by the *building official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *building official*.

9.2900.105.5 Penalties.

Penalties for noncompliance with orders and notices shall be as set forth in Section 9.2900.104.4.

9.2900.105.6 Transfer of ownership.

It shall be unlawful for the *owner* of any *premises* or private property thereof, who has received a compliance order upon whom a notice of violation or order has been served, to sell, transfer, mortgage, lease or otherwise dispose of such *premises* or private property thereof to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *building official* and shall furnish to the *building official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the

responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 9.2900.106

APPEALS

9.2900.106.1 General.

In order to hear and decide appeals or orders, decisions, or determinations made by the *building official* relative to the application and interpretation of this chapter; the Board of Zoning and Adjustments (BZA) is hereby authorized to conduct said appeals.

9.2900.106.2 Application for appeal.

Persons directly affected by a decision of the *building official* or a notice issued under this chapter shall have the right to appeal to the Board of Zoning and Adjustments (BZA), provided that a written application is filed on a form furnished by the Community Development Department for that purpose. The application for appeal shall be submitted to the *building official* within ten (10) days of orders, decisions, or determinations therefore made by the building official.

9.2900.106.2 Authority on appeal.

See Title VII, Chapter 190 of the City of Gladstone's Code of Ordinances.

DIVISION 2 DEFINITIONS

SECTION 9.2900.201 GENERAL

9.2900.201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purpose of this chapter, have the meaning shown in this division.

9.2900.201.2 Interchangeability.

Words used in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

9.2500.201.3 Terms defined in other codes.

Where terms are not defined in this chapter such terms shall have the meanings ascribed in publications of the International Code Council.

9.2900.201.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

SECTION 9.2900.202 GENERAL DEFINITIONS

ACCESSORY STRUCTURE. A structure that is accessory to and incidental to that of the dwelling(s) and that is located on the same lot.

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this chapter, or a duly authorized representative.

PRIMARY CAREGIVER. An individual who has significant responsibility for managing the well-being of a Qualifying Patient and who possesses a Primary Caregiver Identification Card issued by the Missouri Department of Health and Senior Services.

QUALIFYING PATIENT. A Missouri resident issued a valid identification card by the Missouri Department of Health and Senior Services.

OUTBUILDING. A building, such as a shed, barn, or garage, on the same lot but detached from the primary structure(s).

DIVISION 3 CULTIVATION

SECTION 9.2900.301 BUSINESS LICENSES AND REGISTRATION

9.2900.301.1 Business licenses required – No additional licenses.

Medical marijuana businesses shall have a City business license as required in accordance with Title V, Chapter 100, but shall not be required to have any other City issued license.

9.2900.301.2 Home cultivation by qualifying patients- primary caregivers.

Home cultivation shall be subject to the following requirements.

1. The primary use of the residential property where marijuana is grown shall remain at all times a residence, with legal and functioning cooking, eating, sleeping, and toilet facilities with proper ingress and egress. No room shall be used for cultivating marijuana where the activity will impair or prevent the primary uses for cooking, eating, sleeping, or toileting.
2. Access to the growing area shall be secured by lock and key or equivalent at all times.

Exception: When the facility is being actively supervised in person by the permit holder

3. State cultivation authorization shall be clearly displayed within the enclosed cultivation area.
4. The growing area shall comply with the adopted building, Electrical, Fire, Mechanical, plumbing, and any other local regulations.
5. The growing area shall be properly ventilated so as not to create excessive heat, humidity, mold, hazardous atmosphere, or other related conditions.
6. Lighting used in the growing area shall not exceed 1,000 watts per light.
7. The use of compress gas products, including but not limited to carbon dioxide, butane, solvents, or ozone generators in the growing area is prohibited
8. The growing area shall be within the confines of the primary residential structure, or approved accessory structure.

9.2900.301.3 Cultivation and use- Other.

Uses and other cultivation methods shall be subject to the following requirements.

1. No person shall consume marijuana for medical use in a public place, unless provided by law.
2. No person shall infuse or extract resins from marijuana using dangerous materials or combustible gases without a Medical Marijuana-Infused Products Manufacturing Facility license issued by the Missouri Department of Health and Senior Services.

SECTION 9.2900.302
PUBLIC NUISANCE

9.2900.302.1 Odor, smell.

The smell or noxious odor emitted from smoking or consumption of marijuana by a person possessing a valid state issued license shall be treated as a public nuisance. Any odors emitted from cultivating or consuming marijuana shall be treated as a public nuisance.

9.2900.302.2 Public nuisance, grow.

It shall be unlawful for any person or entity to grow marijuana in such a manner that constitutes a public nuisance. A public nuisance may be deemed to exist if growing marijuana produces light, glare, heat, noise, odor, or vibration that is detrimental to public health, safety, or welfare, or interfere with the reasonable enjoyment of life and property.

**CHAPTER 3000
MOBILE FOOD ESTABLISHMENT
REGULATIONS**

**DIVISION 1
SCOPE AND ADMINISTRATION**

PART 1 – SCOPE AND APPLICATION

**SECTION 9.3000.101
GENERAL**

9.3000.101.1 Title.

These regulations shall be known and cited as the Mobile Food Establishment Regulations of the City of Gladstone, Clay County, Missouri hereinafter referred to as “this chapter”.

9.3000.101.2 Scope.

The provisions of this chapter provide standards for *mobile food establishments* to operate within the City limits of the City of Gladstone, Missouri.

9.3000.101.3 Intent.

The purpose of this chapter is to provide and to protect the public health and welfare, increase and preserves residential and commercially developed land values while ensuring the safety and economic growth of residents, businesses, and the structures that they live, work, and recreation in.

**SECTION 9.3000.102
APPLICABILITY**

9.3000.102.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this chapter specify requirements, the most restrictive shall govern.

9.3000.102.2 Other laws.

The provisions of this chapter shall not be deemed to nullify any provisions of local, state, or federal law.

9.2800.102.3 Application of references.

References to division or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such division, section or provision of this chapter.

9.2800.102.4 Partial invalidity.

In the event that any part or provisions of this chapter is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

PART 2 – ADMINISTRATION AND ENFORCEMENT

SECTION 9.3000.103 DUTIES AND POWERS OF BUILDING OFFICIAL

9.3000.103.1 General.

The *building official* is hereby authorized and directed to enforce the provisions of this chapter. The *building official* shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this chapter.

9.3000.103.2 Inspections.

The *building official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a reasonable officer of such *approved* agency or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

9.3000.103.3 Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this chapter, or whenever the *building official* has reasonable cause to believe that there exists upon a *premises* or private property a condition in violation of this chapter, the *building official* is authorized to enter the *premises* at reasonable times to inspect or perform the duties imposed by this chapter, provided that if such *premises* is occupied the *building official* shall present credentials to the *premises* or private property owner and request entry. If such *premises* or private property is unoccupied, the *building official* shall first make a reasonable effort to locate the owner; owner's authorized agent, or other person having charge or control of the *premises* or private property and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

9.3000.103.4 Identification.

The *building official* shall carry proper identification when inspecting *premises* in the performance of duties under this chapter.

9.3000.103.5 Notices and orders.

The *building official* shall issue all necessary notices or order to ensure compliance with this chapter.

9.3000.103.6 Department records.

The *building official* shall keep official records of all business and activities of the department specified in the provisions of this chapter. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 9.3000.104 VIOLATIONS

9.3000.104.1 Unlawful act.

It shall be unlawful for any person, firm, or corporation to be in conflict with or in violation of any of the provisions of this chapter.

9.2900.104.2 Notice of violation.

The *building official* shall serve a notice of violation or order in accordance with Section 9.3000.105.

9.3000.104.3 Prosecution of violation.

Any *person* failing to comply with a notice of violation or order, served in accordance with Section 9.3000.105, shall be deemed guilty of a misdemeanor or civil infraction as determined by this jurisdiction, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *building official* shall institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful condition in violation of the provisions of this chapter or of the order or direction made pursuant thereto. Any action taken by this jurisdiction on such *premises* shall be charged against the real estate upon which the violation is located and shall be a lien upon such real estate.

9.3000.104.4 Violation; penalties.

Any person, firm, or corporation who violates a provision of this chapter or fails to comply with any order made thereunder, and from which no appeal has been taken, or who shall fail to comply with such order affirmed or modified by the Board of Zoning and Adjustments (BZA), or by a court of competent jurisdiction, within the time fixed herein, shall severally, for each such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in Section 1.100.140 of the City of Gladstone, Clay County, Missouri's Code of Ordinances. The imposition of one (1) penalty for any violation shall not excuse the violation, or permit it to continue; and all such person, firm, or corporation shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each day that a prohibited condition is maintained shall constitute a separate offense.

SECTION 9.3000.105 Notices and Orders

9.3000.105.1 Notice to person responsible.

Whenever the *building official* determines that there has been a violation of this chapter or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 9.3000.105.2 and 9.3000.105.3 to the *owner*, owner's authorized agent and/or *person(s)* responsible for the violation as specified in this chapter.

9.3000.105.2 Form.

Such notice prescribed in Section 9.3000.105.1 shall be in accordance with the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *premises* or private property into compliance with the provisions of this chapter.
5. Inform the property *owner* or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 9.3000.104.3.

9.3000.105.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. Posted in a conspicuous place in or about the *premises* affected by such notice.

9.3000.105.4 Unauthorized tampering.

Signs, tags, or seals posted or affixed by the *building official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *building official*.

9.3000.105.5 Penalties.

Penalties for noncompliance with orders and notices shall be as set forth in Section 9.3000.104.4.

9.3000.105.6 Transfer of ownership.

It shall be unlawful for the *owner* of any *premises* or private property thereof, who has received a compliance order upon whom a notice of violation or order has been served, to sell, transfer, mortgage, lease or otherwise dispose of such *premises* or private property thereof to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *building official* and shall furnish to the *building official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the

responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 9.3000.106 **APPEALS**

9.3000.106.1 General.

In order to hear and decide appeals or orders, decisions, or determinations made by the *building official* relative to the application and interpretation of this chapter; the Board of Zoning and Adjustments (BZA) is hereby authorized to conduct said appeals.

9.3000.106.2 Application for appeal.

Persons directly affected by a decision of the *building official* or a notice issued under this chapter shall have the right to appeal to the Board of Zoning and Adjustments (BZA), provided that a written application is filed on a form furnished by the Community Development Department for that purpose. The application for appeal shall be submitted to the *building official* within ten (10) days of orders, decisions, or determinations therefore made by the building official.

9.3000.106.2 Authority on appeal.

See Title VII, Chapter 190 of the City of Gladstone's Code of Ordinances.

DIVISION 2 DEFINITIONS

SECTION 9.3000.201 GENERAL

9.3000.201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purpose of this chapter, have the meaning shown in this division.

9.3000.201.2 Interchangeability.

Words used in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

9.2500.201.3 Terms defined in other codes.

Where terms are not defined in this chapter such terms shall have the meanings ascribed in publications of the International Code Council.

9.2900.201.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

SECTION 9.3000.202 GENERAL DEFINITIONS

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this chapter, or a duly authorized representative.

COMMISSARY. A licensed food establishment to which a mobile food unit or pushcart returns to daily for such things as storage of food and supplies; cooking or preparing food; cleaning of utensils and equipment; and servicing.

MOBILE FOOD ESTABLISHMENT. A *mobile food unit, pushcart, or self-contained mobile food unit* which periodically or continuously changes location.

MOBILE FOOD UNIT. A *mobile food establishment* that is a wheeled vehicle or trailer, that is motorized or towable by a motor vehicle, readily movable, and designed for the service of food from the interior of the unit that is intended to physically report to and operate from a *commissary* for supplies, servicing operations, and cleaning each operating day.

PUSHCART. A *mobile food establishment* that is a non-motorized unit designed as an open-air type operation, which is intended to physically report to and operate from a *commissary* for supplies, servicing operations, and cleaning each operating day.

SELF-CONTAINED MOBILE FOOD UNIT, PUSHCART. A *mobile food establishment* that is a *mobile food unit* or *pushcart* approved to operate without a *commissary*.

TEMPORARY FOOD ESTABLISHMENT. A *mobile food establishment* that operates for a period of no more than fourteen (14) consecutive days, in conjunction with a single event or celebration for which an special event permit has been approved and issued.

DIVISION 3 OPERATION

SECTION 9.3000.301 BUSINESS LICENSES AND OPERATION

9.3000.301.1 Business licenses required.

Mobile food establishments are required to have a business licenses.

Exception: Operating from a licensed *commissary* located within the City.

9.3000.301.2 Operating locations, hours.

Mobile food establishments shall operate within the following:

1. Hours of operation shall be between the hours of 11:00am and 2:00pm;
2. Shall restrict operations to paved surfaces;
3. Shall not operate on or within City property or rights-of-way;
4. Operations shall be within commercially zoned districts;
5. No operations shall be conducted within the Downtown District;
6. Shall not block any public sidewalks, driveway access, access to streets and alleys, entry and exiting access from a structure, or the flow of vehicular or pedestrian traffic;
7. Operations shall not be conducted within fifty (50) feet of the front facing and side facing facades adjacent to a public street of any eating establishment; and

Exception: Operations may be conducted within fifty (50) feet of the front facing and side facing facades of an eating establishment if such *mobile food unit* or *pushcart* is owned and operated by an eating establishment located within that fifty (50) foot zone.

8. Have permit from Clay County Public Health Center / Environmental Health Protection Section.
9. Permit Gladstone's Fire Marshal to inspect for fire code compliance.
10. With written approval from private property owner
11. Special Events that would not require a variance, except for the allowance of Mobile Food Establishments, which are held on City property, may be approved

administratively by the Community Development Director and the Parks, Recreation and Cultural Arts Director or their designees.



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JUNE 8, 2020**

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

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

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

Mayor Suter opened the Regular City Council Meeting Monday, June 8, 2020, at 7:30 pm.

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 Suter 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.

Mayor Pro Tem Moore moved to amend the agenda as proposed. **Councilman Mallams** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilman R.D. Mallams, Councilman Bill Garnos, Mayor Pro Tem Jean Moore, and Mayor Carol Suter. (5-0)

The Agenda was modified to add Item No. 4a. Comments from the City Manager.

Item No. 4a. On the Agenda. Comments from the City Manager.

City Manager Scott Wingerson stated: *"Mayor and members of the Council, thank you very much. I'd like to take this opportunity to make a brief statement about current events in our community, the nation, and the larger metropolitan area. Gladstone takes pride in being a*

welcoming community regardless of race, orientation, identity, or economic standing. We stand with our community; especially our families, our youth, and our business against any and all forms of injustice, discrimination, and acts of violence. Our residents and visitors are living, working, recreating, learning, and sometimes struggling during this time of pandemic and unrest and we want to continue to do our part in promoting positive interactions. By promoting empathy, listening, and understanding, we have and will continue to build bridges and support healing. What happened in Minneapolis is appalling and has no place in our society. Since this instance, the Director of Public Safety has reviewed policies and has banned the use of chokeholds and similar maneuvers in Gladstone. For almost 20 years, all Law Enforcement policies and the adherence to those policies has been independently reviewed every other year as part of maintaining State and International Accreditation. Very few agencies in the country hold both State and International Certification like Gladstone does. All Law Enforcement personnel have extensive training in implicit bias. This training is a learning tool designed to allow individuals to recognize cultural bias that may exist and provide strategies for how to objectively respond to situations involving people of all backgrounds and circumstances. Since 2016, all Law Enforcement vehicles have been equipped with cameras and all personnel have been equipped with body cameras. This technology has instilled accountability in both Police Officers and the public. We recognize and support the public's right to video Public Safety activity and we investigate all complaints. De-escalation techniques and less lethal forms of police training are provided annually. Additionally, 29 of our 50 Officers are certified in crisis intervention which is another tool to de-escalate the use of force. Use of force is thoroughly investigated and actions taken when warranted. While we acknowledge societal challenges related to race, and none of us are perfect as human beings, Gladstone Law Enforcement, women and men, are caring, highly trained professionals who serve us in a variety of difficult circumstances and I thank them. This isn't the type of work that is ever complete. There won't be a point at which we have arrived. The City of Gladstone, in collaboration with our partners in the business education and not-for-profit communities remains committed to the challenges we may encounter in doing our part to make the world a better place for all. Thank you for this time, Mayor."

Mayor Suter stated: "Thank you, City Manager Wingerson. If you have questions in light of the activities going around the country these days, we have received some letters and requests and emails and so it is appropriate for us to share what our policies are in the city and I'm proud to be able to share. We seem to be miles ahead of a lot of other police departments in this country."

Item No. 5. On the Agenda. Approval of the May 26, 2020, Closed City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the May 26, 2020, Closed City Council meeting as presented. **Mayor Pro Tem Moore** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilman R.D. Mallams, Councilman Bill Garnos, Mayor Pro Tem Jean Moore, and Mayor Carol Suter. (5-0)

Item No. 6. On the Agenda. Approval of the May 26, 2020, Regular City Council Meeting Minutes.

Mayor Pro Tem Moore moved to approve the minutes of the May 26, 2020, Regular City Council meeting as presented. **Councilman Mallams** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilman R.D. Mallams, Councilman Bill Garnos, Mayor Pro Tem Jean Moore, and Mayor Carol Suter. (5-0)

REGULAR AGENDA.

Item No. 7. On the Agenda. RESOLUTION R-20-20 A Resolution declaring certain city property surplus and authorizing the sale and/or disposal of such property held by the city to the highest bidder via online auction, sealed bid, and/or otherwise disposed of as approved by the City Manager.

Councilman Mallams moved to approve **RESOLUTION R-20-20** A Resolution declaring certain city property surplus and authorizing the sale and/or disposal of such property held by the city to the highest bidder via online auction, sealed bid, and/or otherwise disposed of as approved by the City Manager. **Mayor Pro Tem Moore** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilman R.D. Mallams, Councilman Bill Garnos, Mayor Pro Tem Jean Moore, and Mayor Carol Suter. (5-0)

Item No. 8. On the Agenda. APPROVE SPECIAL EVENT PERMITS: Sounds on the Square addendum: Friday, July 3, 2020; Wine and Paint Night: Saturday, June 20, 2020.

Councilman Mallams moved to **APPROVE SPECIAL EVENT PERMITS:** Sounds on the Square addendum: Friday, July 3, 2020; Wine and Paint Night: Saturday, June 20, 2020. **Mayor Pro Tem Moore** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilman R.D. Mallams, Councilman Bill Garnos, Mayor Pro Tem Jean Moore, and Mayor Carol Suter. (5-0)

Item No. 9. On the Agenda. MAYOR'S STATE OF THE CITY ADDRESS.

Mayor Suter stated: *"This is a ceremonial time in the life of the city and as this is my swan song, I'm going to tell you right up front; I'm going to take a look back a little bit farther than one year and also, those of you who know me know I actually wrote the things down so I won't ad-lib. I'll stick to the agenda. You know, from time to time we get what I call the cranky critics sometime in a campaign ad; people saying that we ought to go back to what Gladstone used to be. Well, when I came on Council, this is what the area around City Hall looked like. Vacant buildings, vacant lots, abandoned buildings, run-down housing; that's what Gladstone used to look like. The community had a vision for something a lot better than that. When we competed for the National Distinction of being named an All-American City, which we won, as the team entered the auditorium for that major presentation for the finals, we marched in with a chant: 'Gladstone, Gladstone, Gladstone, Gladstone On The Move! Gladstone, Gladstone, Gladstone, Gladstone On The Move!' Well the community wanted us to move forward and we certainly did because this is what the area around City Hall looks like today. The story of our downtown began with a big community vision. Here in Gladstone, we discovered something that we are really very good at and that is building partnerships. None of this could have been possible all on our own. We've been able to accomplish so much through investing in ourselves, spending money, and creating meaningful and long lasting partnerships. When I think of our great*

partners like the North Kansas City School District, business owners from Dentistry for Children, one of our first risk-takers; the Laughing Place Bakery, Stone Canyon Pizza, iWerx, The Mercantile, Oak Hill Day School, Northwest Missouri State, developers like Flaherty & Collins and CBC; we are well on our way to accomplishing that vision of a City Center. Our goal was to create a place to live, and we have The Heights, one of our first accomplishments. Our goal was to attract young professionals and this project has succeeded beyond our belief, actually. It is full of people under the age of 35; hundreds of new residents to Gladstone who bring some new life to our city. We wanted to be a place to play and of course our big treasure of this city is our Community Center. It's the product of partnerships with the North Kansas City School District for the Natatorium and now we have added in this past year a new partnership with the North Kansas City Hospital who sponsors and staffs the new Community Wellness Center, which was one of the goals from Shaping Our Future citizen engaged planning project. That Wellness Center has proved to be a real asset to the community. We wanted to be a place to work, and so there is Dentistry for Children, the Northland Innovation Center, which is a place for businesses of a number of kinds, and of course, iWerx, entrepreneurs and growing businesses clustered in an exciting environment that is what we wanted; to be pro-business; and to be innovative around education. What we have is this mix in our downtown of a business community that helps to provide state-of-the-art education facilities as well. We wanted to be a place to be entertained. This, to me, has become the heart of Gladstone. Linden Square just grows; I think the architects told us that in the beginning that it would be great for about 350 people in lawn seating and we have put as many as 1300 people in this place. If we have 500 people we think it is a slow night. It's just been amazing to me how it has met this community's desire to be entertained, to be able to gather together, to have that real sense that we are a community and I feel that way when I am sitting there among hundreds and hundreds of residents on a beautiful summer night. People saying 'hi' to people they haven't seen for a while. It is, what I have learned, to call the emotional infrastructure of our city. You know that you are in Gladstone when you are there. We have been increasing the offerings there for things like the Latin Fest, Food, Art, Drink, the Whiskey Festival; that has turned out to be a really popular one; and a First Responders Festival. We wanted it to be a place to be inspired and that is our investment in public art. As our community continues to evolve, we understand the value of artistic expression and how it ties to this overall viability of our community. The city's long-standing commitment to investing in public art is bearing beautiful fruit all across the county. Of course we have art downtown, and now we have art in the median at the corner of Englewood and Broadway, and our newest edition, of course, is the arches at the bottom and that is the new installation at Happy Rock Park. Of course the developments haven't been just downtown. It is great and fun to talk about downtown, but developments have been happening all over the city. This last year or so has just seen a great boom again of businesses reinvesting in their properties in Gladstone. Here are some of the recent ones that are what I call re-faces in redevelopment; Oakhill Day School and their new entrance; the Wash House Laundry which was a renovation and a repurposing of a gas station; Giovanni's put on a new face; Burger King did a remodel, re-face combination of everything. Little Caesar's moved from one location to a new one; they took over the empty Verizon store, and I'll tell you during the Pandemic the lines around that place have been incredible. They opened at exactly the right time. Add to that, Gladstone 18; Stone Canyon Pizza has come back to Gladstone and renovated the space there; and they are also off to a really great start. Northtowne Hyundai, I love their re-facing; it's very sophisticated. And, of course, Hy Vee, we are all completely aware of the ongoing agony of Hy Vee. They are

rebuilding, re-facing, remodeling, expanding, all at the same time. I think it is ironic that they had decided that they really weren't going to invest in Aisles Online, where people would just pull up just to get their online stuff, and then of course the pandemic hit and their whole business was that. Now I think we are back to Aisles Online being a big part of their business. That is exciting stuff. Not on here, of course, is the North Kansas City School project where they are going to be repurposing the Hobby Lobby and Price Chopper into a state-of-the-art Early Childhood Education Center; a really exciting project. They are going to really spruce up that property. We have some new construction: Wendy's came to Gladstone and built a new property and again they got off to a really great start. The Conoco Station, after three times they have come to the City Council with different proposals; the third time is a charm, they better build this one, and they did! Their whole property has been renovated and rebuilt. We have done other things, of course, like there is a new trail at Happy Rock, and in the last year we did the official opening of Hobby Hill and this spring a Disc Golf Course is now open. People were waiting in line the first day to get on that thing. We have a new road at Pleasant Valley; we have a new road at Old Pike; maybe we should start calling it New Pike Road. These projects are all just tangible evidence of how we have transitioned from this huge vision to some reality. Our next big project, of course, is a hotel. I am so delighted, after several delays, to see the ground got moved and we actually got this project underway. It's a 1.6 acre piece of property that is going to turn into a 111 room hotel with up to 90 parking spaces. It will be a Marriott-Fairfield Inn and Suites. MAG Partners are the developers and the Scarlett Hotel Group, a really successful hotel and operators, are going to operate it. I'm really excited to see this one come to fruition. It will probably take about 14 months before they have that finished. It will be a great addition to the downtown. There are more exciting projects in the works and as we all know on Council we hear about things, we know about things that we aren't able to talk about yet but trust me there are going to be some exciting announcements coming in the next year or sooner. The past year wasn't just about these physical improvements to the City of Gladstone because we make progress on a lot of fronts. Last year, the First Suburbs Coalition of the Mid America Regional Council spurred on by the City of Gladstone and the City of Mission, entered a national competition to win an Economic Development Consultation, and we won! We had the opportunity to host the Regional Housing Summit here at our Community Center. The Summit focused on challenges around housing affordability and economic development in first tier suburbs; opportunities to build and maintain workforce housing; best practice solutions for regional implementation. A plan has been developed and the Mid America Regional Council is overseeing its implementation. This opportunity to bring people in, brought people in from around the country, and that exposed Gladstone to some great opportunities and really enhanced our profile. The leaders from the National League of Cities who came in were so impressed, of course, as they came to our Community Center, they saw our downtown and couldn't believe what we had accomplished in such a short time and we were invited to give three presentations at the National NLC Conference last year: one about our downtown, one about this Summit, and the question that they kept asking me was 'how does a city accomplish that, what kind of leadership does it take to do what we have done in such a short amount of time?' I had the opportunity to share Gladstone's style of civic leadership. That was extremely well received. It really raised our profile all around the nation as well as the region. We also last year had a really great opportunity to get a feature in the Business Journal, the Kansas City Business Journal. They did a wonderful article about Gladstone and the excitement going on here. We really, I think, have become so much better known in the region and across the country in this

past year. Then, of course, we can't pass the year without talking about the Sales Tax. We actually put it off a little bit because we were trying to judge the political impact of the election the year before. With the help of some great community leaders and great community committees, we managed to pass an increase in the sales tax with over 80% approval. That is just about unheard of. When we were talking about this at the National League of Cities, people just stopped the presentation to applaud that a city could actually accomplish that. We were off and running; the funds for this will fund all kinds of projects in the city. The three main ones are new Public Safety Headquarters, Fire Station #2 renovation and expansion, and a new Compensation System to recruit and retain high quality front-line personnel. We were able to implement that immediately so it's coming up on a year of having that system in place and it has borne fruit already. We have seen the results of increased stability to recruit, to retain, to allow us to recruit laterally and so we don't always hire just the youngest, newest folks out there; we are able now to attract some experienced people and in Public Safety especially. That is a real asset to be able to do. So we are hoping to get onto the Fire Station as soon as we can and the Police Station takes a lot more consideration going into that proposal. Right now, we are just holding steady because in order to do these things we have to float some bonds and our financial advisor is telling us that this is not a good time for us to try to do that; that we should just wait a little bit until the economy and this whole pandemic sorts out a little bit; so as much as we would really like to get going on some of this stuff, we are going to have to sit on it a little bit. I never underestimate the creativity of our city staff. They may come up with some good ideas here to help move us forward even as we wait. Then of course, it hits. The biggest challenge to ever face this city and probably any city in America. As Mayor and as a member of the Regional Planning Group, I experienced first-hand the enormous complexity and difficulty of dealing with a global health emergency and the resulting economic disaster that it created. Our Gladstone residents really stepped up. They stepped up to meet this crisis and this challenge by practicing Social Distancing, with good hygiene, with limiting their trips to essential activities and buying local. And our businesses, God Bless them, our businesses just really stepped up; some of the smallest ones, too. They are and continue to make huge sacrifices while they are being very creative, not only in how to maintain their businesses but also in serving the community and in finding ways to help others who are in need. We've seen so much generosity. Our Fire and Police staff, and of course all of our city staff have worked altered schedules, took precautions, answered tough questions in an every-changing environment. Communications with the community remained open and informative which led us to being #Gladstrong. It's not over, of course the pandemic is not over. The recession is here, and so there are a lot of challenges ahead as we move forward. But, wow, I have to say what a year to go out on. What a year to go out on! You know, people have been asking me this last week 'aren't you sad, Carol? Aren't you really sad?' And I said, 'well how can I be sad? I have had a great run. I'm not sad for me, but there are a couple of reasons why I'm sad for Gladstone. The first is dirty politics. Some of us, some of you in the room, have worked for many years to move Gladstone past an era when dirty politics seemed to reign. So I was really sorry to see it rear its ugly head again in the Council campaign this year. I have never gone negative in a campaign. I've never smeared a rival, but I have been the victim of smear campaigns, now twice and twice I've lost. I wondered for months why Bob Bateman singled me out for the 'Bad Mayor' signs and why he ran vile, completely false and misleading ads in the Dispatch, and sent out mass mailings attacking my character and my integrity. All a major smear campaign. I don't know Bateman. I've never actually had any dealings with him. Just as one of five members of a City Council who unanimously rejected his ridiculous claims

against the city. But now we know why. Because as it turns out, Mr. Bateman funded a candidate for City Council and so it was all a despicable campaign strategy. It worked. He won, and that is so very sad for Gladstone. The second thing I'm sad about is that with my departure, Gladstone loses its seat on the Mid America Regional Council's Board of Directors and that seat has been so helpful to Gladstone for the last seven years. It will be a very long time before Gladstone has an opportunity again for a seat. It is especially sad this year because this is the year where later this Fall the Board will be approving federal funding allocations for the next two year cycle. That makes me sad for Gladstone. As for me personally, no tears; because I have been so absolutely, enormously, blessed to have served on this Council. So few people in America ever get the opportunity to do this kind of community service. It's been such a privilege to be a part of this amazing revitalization of the city, all those things that we saw on the slides and so many more things in 13 years. What an adventure it has been for me to be part of a creative, innovative process of working to achieve this collective community vision and my life has been enriched. I love to learn and there is just so much to learn about city government and city operations. The first year or two on a City Council are always a bit overwhelming because there is just so much to do. Serving on the MARC Board, the challenge just expanded to learning all about regional, state, and federal government operations. My knowledge, my understanding, my perspectives, my vision, have all expanded in ways that they never could have otherwise; and my life has been enriched. I have worked with some wonderful City Council Members, and some not so wonderful. I've discussed, debated, argued, cajoled, stressed, congratulated, praised, grieved, and celebrated; and my life has been enriched. I've had very special opportunities that we have as Councilmembers, and when it meshes with the collective vision, we each have this opportunity to bring our own ideas, visions, inspirations, to the table and then we actually get to see them become a reality. So whether it's an adult playground, or a Disc Golf Course, or enhanced Code Enforcement, or city beautification, or a new pedestrian crossing, it's so very, very gratifying; and my life has been enriched. I'm reading a book right now by Glennon Doyle and this quote of hers just really struck me. She says, 'each of us is born to bring forth something that has never existed; a way of being, a family, an idea, art, a community. Something brand new. We are here to fully introduce ourselves to impose ourselves and ideas and thoughts and dreams onto the world, leaving it changed forever by who we are and what we bring forth from our depths.' I have brought my time, my talent, my connections, my resources and vision and Gladstone has given me the opportunity to make a positive difference in my community and that is enormously humbling; and my life has been enriched. I have had the absolute fun of working with two of the best City Managers anywhere in this country and an absolutely fabulous staff Leadership Team. I have been in awe and absolutely inspired for 13 years by their class A competence and commitment. They have taught me much. They have enriched my life. Truly the most important asset that this city has is its city staff. So I'd like to say to Scott, and Bob, and Ruth, and Chris, Tim and Charlene, Mike, Justin, Dominic, Austin, Alan and Becky, and to those who came before you; Kirk and Cathy and Pam, Sheila, Deborah, and Melinda, just thank you so much for letting me play. I will miss you. To the incoming Council, Tina I hope your experience on Council is as fun and rewarding as mine has been. And to my continuing colleagues, Jean, R.D., Bill, I wish you well and I know that you will continue to do your very best to make sure that Gladstone is a thriving, vibrant community. I'm not going anywhere, I'm still going to be around. I'm going to take a little R&R, but if I can help in any way in the future, any way that I can contribute, please just give me a call. Enough of that and back to the business for we are getting paid \$100.00 a year."

Item No. 10. On the Agenda. FIRST READING BILL NO. 20-17 An Ordinance declaring the results of the Gladstone General Municipal Election held on Tuesday, June 2, 2020, as certified by the Clay County Board of Election Commissioners; declaring that candidates Tom Frisby and Tina Spallo have been elected to three year terms on the Gladstone City Council.

Councilman Garnos moved Bill No. 20-17 be placed on its First Reading. **Councilman Mallams** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilman R.D. Mallams, Councilman Bill Garnos, Mayor Pro Tem Jean Moore, and Mayor Carol Suter. (5-0). The Clerk read the Bill.

Councilman Garnos moved to accept the First Reading of Bill No. 20-17, waive the rule, and place the Bill on its Second and Final Reading. **Councilman Mallams** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilman R.D. Mallams, Councilman Bill Garnos, Mayor Pro Tem Jean Moore, and Mayor Carol Suter. (5-0). The Clerk read the Bill.

Councilman Garnos moved to accept the Second and Final Reading of Bill No. 20-17, and enact the Bill as **Ordinance 4.517**. **Councilman Mallams** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilman R.D. Mallams, Councilman Bill Garnos, Mayor Pro Tem Jean Moore, and Mayor Carol Suter. (5-0).

Item No. 11. On the Agenda. CITY COUNCIL COMMENTS: Recognition of Service: Kyle Yarber and Carol Suter.

Mayor Pro Tem Moore stated: *"Thank you, Mayor. At this juncture we are going to receive City Council comments and we will have a recognition of service ceremony as well. I will start with Councilman Yarber."*

Councilman Yarber stated: *"Thank you. I too made sure that I would keep my comments short and to the point, well, three and a half pages, fairly short. Though my time on Council was short, there are a couple of areas that I feel a special sense of accomplishment. One is oversight of our Public Safety Department. Just prior to my joining Council, there had been an officer involved shooting; I believe I was the only one on Council that reviewed the video of the event. I felt like I had to. I felt it was my responsibility. As it turned out, I was proud of the behavior of our officers. That instance could have gone very wrong, but the two officer's training and discipline was apparent in what I saw and I attended the ceremony where they received commendations. We are living in a time when the behavior of many officers is being examined and rightfully so, but here in Gladstone we have the kind of department I want us to have. Some officers have been routed out; the military surplus personnel carrier, which I thought sent the wrong message, no longer makes appearances. I like Cops on Bikes. They're approachable, they engage with the community rather than police it. Earlier this year, I attended two DARE Graduation Ceremonies. I like that kind of outreach with young people. I like that our department increasingly reflects the diversity of our community. I want to salute all our officers but especially Public Safety Chief Mike Hasty who is not in the room, but I will make sure he hears that he has created a department that I as a resident want my city to have; and, it's his birthday tomorrow, so say something to him about that, too. The second area which I can feel some*

accomplishment about, to borrow a term from the now Mayor Moore, is in the area of constituent services. Something that you are an expert on. For example, an individual came to me and said they wanted to start a small organic farm and sell crops at the Farmer's Market. I was able to say to them, 'let me get Becky Jarrett in contact with you', or unfortunately, on more than one occasion, somebody has told me 'we've got flooding in our backyard', these are the kind of messages that Tim Nebergall hates from me most but always responds to them very quickly. When I was contacted by the speeding problem on a street, with the help of Public Safety and Public Works, we have largely been able to address that problem, or as the now former Mayor, it is hard thinking of that already, mentioned earlier; when I heard about two disabled veterans who had trouble crossing Broadway at 72nd, to my amazement, we were able to reconstruct the intersection so that they could cross safely. One was blind, the other was in a wheelchair. I'm glad that they gave to us and glad that we were able to give back to them. For these and all kinds of other things that I haven't mentioned, I want to salute Public Works Director Tim Nebergall; I'm going to go over a similar list; Justin, Dominic, Charlene, Mike, Becky, Ruth, Chris, Bob, Alan, and especially their leader, City Manager Scott Wingerson. Again and again I would go to these people with something someone had come to me about and many more times than I expected, something got done. That is the kind of city that I've been very happy to be a part of. Lastly in my remarks, I'd like to address the new Council, some of whom are up here, some of whom are about to be sworn in, it's important to remember that being up here isn't about you; this isn't about who voted for you, contributed to your campaign, it's about Gladstone, and Gladstone not as a place but the people of Gladstone. Here is what Council is like: the scene that sometimes you see in an old movie, a building catches fire. There is no Fire Department, so you have a bunch of people line up passing buckets of water. It comes to you, you grab it, you swing with it and you pass it on to the next person. Three years ago, the bucket was passed to me. I grabbed it, I swung with it, and now I pass it on to some other people. What do I see still in that bucket? There are things, that in my opinion, the next Council ought to address. Five things; I'll keep it short. Water is one of them. Number 1. Quality drinking water. Yes, Gladstone's water is better than the water of all the surrounding areas, but it still has stuff in it that is not good for people. We drink the water at my house, we serve it at the theater, but we filter it through a process called reverse osmosis filtration. If we cannot address this issue of the carcinogens that is in our drinking water at the city level, at the plant, we should be addressing it household by household. Number 2. The breed specific part of the Dangerous Animal Ordinance is something that we need to re-examine. Chief Hasty presented a very fair report a couple of years ago, I'm sure he still has it. Let's stop punishing people for animals who never did anything wrong. Number 3. A non-discrimination Ordinance. Let's show our LGBTQ friends and neighbors that they are valued, full members of the Gladstone community. It doesn't have to be a Criminal Ordinance; it can be handled on the civil level, but no one should have to worry about losing their job or home over who they love and it's time that we as a city say so. Number 4. A walkable downtown. When redevelopment ideas were first presented to me a decade ago as a newly appointed member of the Planning Commission, I always heard it being about creating a more walkable downtown. Instead, the parking problem that only other cities used to have, we've now created for ourselves. Somewhere along the way, we took our eyes off that goal of a walkable downtown. Number 5. Addressing Climate Change. 10 to 15 years ago, it felt like the City of Gladstone recognized the dangers facing us, and our children and grandchildren, and was beginning to take steps to address this very existential crisis. It's a very real existential crisis; however, in the past three years, during my time on Council, the actions

we've taken have been too little and too often in the wrong direction. I want to see Gladstone do well. I personally invested over \$500,000.00 in downtown Gladstone, so obviously I want it to do well economically. More importantly, I chose Gladstone as the place where my daughter would grow up. I want it to be a safe place, a vibrant place and a sustainable place for all the children growing up here. In every decision you make, it shouldn't be about us, us old people, it should be about them; the children who are growing up here in Gladstone and after them, the children, maybe not even born yet, who we hope will also call Gladstone home. That is the content of the bucket that I now hand to you."

Councilman Mallams stated: *"Thanks, Jean. To Carol and Kyle, tonight is a bittersweet night as we bid farewell to two of our colleagues. Over the years we have spent time together and I'm able to say that you have always had the best interest of the City of Gladstone at heart. Due to your efforts, we have been able to achieve economic successes that have generated growth and many improvements throughout our city. I believe our community is a better place because of your selfless service and we are indebted to each one of you. To Carol: in addition to providing your legal expertise, I've always appreciated your wisdom and knowledge; many times providing us with the historical perspective on issues facing the city; this being gained by your many years, over a decade, serving on City Council. Finally, you have provided personal mentorship as I've developed. In the meetings, through your leadership, you kept us focused on the results and goals of the citizen-based Strategic Plan and the vision of the Master Plan for the city. Working in collaboration with our city staff and members of the City Council, I share several of the economic successes which you have presented in your State of the City Address. Linden Heights Apartments, the Innovation Campus, iWerx, improvements to Old Pike and Pleasant Valley Road; Summit Grill, and now Gladstone's first hotel. Also, Carol, your leadership extended to MARC as you represented our city and ultimately serving as the Chairperson of this regional organization. Again, to both Kyle and Carol, thank you for your years of dedication and service to the residents and businesses of Gladstone. Thank you is also extended to Eugene and Molly. You all will be missed. Thank you, Jean."*

Councilman Garnos stated: *"Thank you, Mayor Pro Tem. Councilman Yarber, I just wanted to say that since you have been on Council you have raised some issues that we have not seriously considered on City Council before. I want to thank you for that and I want you to know that I intend to continue to pursue some of those issues you have outlined with our new City Council. I've appreciated both your personal and professional investment in our city and I want to thank you for that also. Mayor Suter. I know all of us want to thank you for your service and dedication to the City of Gladstone. The things you have been able to accomplish during your time on City Council are too numerous to list or to show in a PowerPoint presentation. One of our goals on City Council has always been for us and our city staff to seek leadership roles on a regional basis and that is something that you have frankly knocked out of the park. Your work on the MARC Board of Directors and your service as its Chair is something we are all proud of and something which has helped to elevate Gladstone's standing in the entire Kansas City Metropolitan area. As you know, we have not always agreed on everything, you and I have served together on Council for almost nine years. Looking back, I can say the only times I think we have ever disagreed were when you were wrong about something. You know you leave here with many lasting legacies. Gladstone is a better place today because of your efforts and you know that; so thank you."*

Mayor Pro Tem Moore stated: *"Thank you. I'll start with Kyle. It's been a pleasure serving with you. I applaud your careful consideration about issues before the Council and your courage to take stands in articulating those views. You have challenged us about matters of importance to you and you have always offered your positions with respect and civility. You have listened to residents as you demonstrated to us tonight in a great way and you have honorably served their needs. Thank you so much for your service. It means a lot. And to Carol. Thank you so much for your dedication to the City of Gladstone. We would be here a really long time if I listed all the accomplishments that you have achieved during your service on the Council and I so appreciate all the things you pointed out in the PowerPoint. That was just great. I think what stands out to me most if I had to pick one thing, is the positive difference you have made in Gladstone's standing in the region. You threw yourself into the service on the MARC Board and during your two-year tenure as MARC Chair, headlong. You made sure that Gladstone had a voice in the region, which we didn't have before and we have been recognized and respected regionally and nationally because of that. It is so exciting to look back and see where the city has come and you pointed that out so beautifully in your presentation. Just take a look at downtown where there wasn't one just a few years ago. You have been a passionate supporter for positive development and re-development projects in the city. You have been a champion for public art and for environmental issues. You should take great pride when you look around and see the contributions you have made to make these dreams become a reality. I have appreciated your leadership, your determination, and your grit to get things done. Thank you for everything you have done for the city."*

Mayor Pro Tem Moore invited the Council to the front for the presentation of the Key to the City plaques to Councilman Kyle Yarber and Mayor Carol Suter and stated: *"The five of us here have been colleagues for as few as three years and as long as nine years. We have a lot of shared memories. It's been an honor for us to serve together and a privilege to serve the city and the residents of this community. It's our honor now to present Carol and Kyle with some thank you gifts in recognition of their service and their dedication to the city. Councilman Garnos, I'll ask you to go first. Councilman Garnos presented the Key to the City plaque to Councilman Yarber. Councilman Mallams read the inscription of the Key to the City to Mayor Suter and presented the plaque. Mayor Pro Tem Moore stated: We have been told by your spouse that these are your favorite flowers (yellow roses for Mayor Suter). Thank you again for everything."*

Mayor Suter stated: *"They are. Yellow roses mean friendship and also were the flowers for my wedding."*

Mayor Pro Tem Moore stated: *"We offer our sincerest wishes to both of you for whatever the future adventures have for you and I'm sure they will be many and great. I would ask all of you to please join all of us in congratulating these two."*

Item No. 12. On the Agenda. CITY COUNCIL OATH OF OFFICE: Tom Frisby and Tina Spallo.

City Clerk Ruth Bocchino administered the Oath of Office to Councilman Elect Tom Frisby, for the position of Councilman, effective June 2, 2020.

City Clerk Ruth Bocchino administered the Oath of Office to Councilmember Elect Tina Spallo, for the position of Councilman, effective June 2, 2020.

Item No. 13. On the Agenda. ELECTION OF MAYOR AND OATH OF OFFICE.

Mayor Pro Tem Moore presided and opened nominations for the office of Mayor of the City of Gladstone.

Councilman Garnos stated: *"It is my distinct honor to nominate you, Jean Moore, to once again serve as the Mayor of Gladstone."*

Councilman Mallams seconded.

As there were no further nominations for the office of Mayor to come before the City Council, **Mayor Pro Tem Moore** called for a vote. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilman R.D. Mallams, Councilman Bill Garnos, and Mayor Pro Tem Jean Moore. (5-0)

Following applause from the audience, City Clerk Ruth Bocchino administered the Oath of Office for the position of Mayor of the City of Gladstone, Missouri, to **Mayor Pro Tem Jean Moore**. The audience applauded the newly elected Mayor.

Mayor Moore stated: *"I want to thank each of you for the confidence you have shown in electing me as Mayor. I'm grateful for this opportunity to serve once again in this capacity for the city and I promise to do my best to represent the citizens of the city and to press ahead with the goals and the dreams that we have envisioned. As I have said before, the title Mayor is a singular one but the job is not. Rest assured, I will count on each of you to support, to challenge, and to work together as we achieve the very best for the City of Gladstone. Thanks to each of you."*

Item No. 14. On the Agenda. ELECTION OF MAYOR PRO TEM.

Mayor Pro Tem Moore presided and opened nominations for the office of Mayor Pro Tem of the City of Gladstone.

Councilman Garnos stated: *"It is my honor to nominate Councilman R.D. Mallams to once again serve as our Mayor Pro Tem."*

Mayor Moore seconded.

As there were no further nominations for the office of Mayor Pro Tem to come before the City Council, **Mayor Moore** called for a vote. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0)

Item No. 15. On the Agenda. Communications from the audience.

Bob Bateman approached Council and stated: *"My name is Bob Bateman. 100 NW 72nd Street, Gladstone, Missouri. When Mayor Suter came in here, she called me a son-of-a-bitch and I want that to go on the record. As far as, the fact of it is, she lost for a number of reasons. One is that my family has been in business in Gladstone continuously for 46 years. We know a lot of people and they know us and they will listen to us. Also I came to this Council talking about the problem with this cave. Everybody on this Council blew me off. This cave could drown a child over there at Hobby Hill Park. Just a few weeks ago when it rained, that cave flooded and backed up behind all the houses on the North side of the street and the cave was submerged 30 feet and it a whole lot of water drained into the road. I've given you documents regarding studies about flash flooding, you don't listen to it. I'm very concerned about that park next door. A little kid would wander over there, it's just maybe 80 feet away and it's just a terrible situation. As far as the information that I mailed out I took over a year to assemble that information. I looked at every single minutes of meetings of the City Council since Gladstone started and I got educated. I had to do the Sunshine Law requests. I started out asking about property in Linden Square. They wouldn't give me the information because Linden Square was too big. Well everybody knows where Linden Square is. Let's get this straight. Mayor Suter was so desperate to get a sit down restaurant in Linden Square that this Council paid \$1,700,000.00 doing a tenant finish. This Council, and I'm talking about the people over here, has spent millions and millions and millions of dollars, like Hobby Hill Park to renovate that, that was \$2,000,000.00 you know. I don't see Mayor Suter doing anything for the property owners and the businesses along North Oak. This, she had her own favorites and she stuck to that so I'm glad that she's gone and everything that I do doing the research I'm very thorough. I'm not a lawyer but I won two cases in the Missouri Supreme Court. Each one took seven years and in those it lowered the property taxes on land in the entire state 98%, yeah, 98%. That's all."*

Jim Oldebeken approached Council and stated: *"My name is Jim Oldebeken. I live at 7402 North Highland Avenue, Gladstone, Missouri. I'm a citizen and I am here to participate and also to apologize. This is a change of topic with regard to what we were just discussing and I will say I disagree with your tactics. We know each other from basketball where our sons played together and I'm speaking and I don't like to be bullied..."*

City Manager Wingerson stated: *"Mr. Oldebeken please remember to address the Council."*

Mr. Oldebeken stated: *"OK, thank you. So. I don't like bullies and I don't share the predecessor's viewpoints but I do appreciate his involvement and I respect you for that. I'm not here for that issue. I'm here for the passion of my life which is our country, our country's democracy and what I observe as unquestionable decline and I saw it first hand in a non-profit board room and I see it around me, I see it in the community, especially I see it in myself and at 63 years old I look at my country, I just had my first grandson, I didn't have it, my son did, in New York City, and I just wonder how it is all going to turn out but I know that this, under my generation, I'm 63, democracy, according to the democracy index produced by the economists out of London, we have declined from 15 in the world as a nation to 25 in ten years. How many of us knew that? I'm glad I had my experiences, I have suffered for my standing up for what I thought, what I understood was democracy, what a citizen should do and I keep, I'm reminded*

that my net contribution to my county isn't adequate. I have taken and wasted more than I should have. I have not given enough back. I have not stood up for what was right until very late in my life and I don't know that it is in time for any of us to make a big difference in democracy but nevertheless I'll conclude by saying I can't control the world; I can't control anybody, I can only control myself. Democracy represents government by citizens that's all I am and all I can do. I am here today, I just wanted to let you know, why I dress this way. In that board room where I saw bullies, corporate bullies, I saw some things that I felt were offensive to democracy and around the table were all representatives; the public sector, the civic sector, the private sector. It's not important to who we are today. I wore a Nordstrom suit and tie and then I also wore that, probably a similar suit to Topeka, to have some face to face with some people when I realized how much the changes have taken place but nevertheless I'm not that person. I've tried. I want to make a difference and you can't fix the system. I think you are doing a wonderful job, the best you can, and we can always get better but you can't fix us and so my pledge is to be a better citizen and to be one that matters in my community and hopefully a good influence and so you will see me wearing the attire of the people that gave us democracy and if you want to learn about more that matters to Gladstone, that way, in Faubion Cemetery, right in the middle, the first one there, and that's who I re-enact, his name is on my arm and I will do this until the 250th Anniversary of the Declaration and I am ready to help in any way I can with anything related to citizens, education, students, in preparing in a meaningful way to where we will have something to celebrate on the 250th. Thank you for listening."

Item No. 16. On the Agenda. Communications from the City Council. Welcome of newly Elected Officials.

Councilmember Tina Spallo stated: *"Thank you very much, Mayor. I'm very excited for this opportunity to, once again, serve the citizens of Gladstone. For 19 years I served as an employee and it was probably some of the best years of my life so far. To be able to come back in and serve as a Councilman is very exciting and I feel very honored to be sitting here with all of you and I just want to thank all of our citizens for this opportunity."*

Councilman Tom Frisby stated: *"Thank you, Mayor. I, too, am honored to be sitting here. I had never run for public office before so it is a new experience for me and I look for guidance from the more experienced. I do want to thank the brains behind the operation, my wife Laura; without her I wouldn't be here and that's about all."*

Councilman Garnos stated: *"I just wanted to welcome Tina and Tom to the City Council. You have both shown your dedication and positive support for many years for the City of Gladstone and I want to thank you for that. You will be briefed on the secret handshake during our traditional hazing ritual for new members which has been rescheduled due to the pandemic. As most of you know, we are really just in it for the money. Since I've been on Council I've gotten to keep a shovel after one of the groundbreaking ceremonies and I got to keep a pair of scissors after one of our ribbon cuttings so if you are lucky you may have that to look forward to. These are exciting times and challenging times for the city and for elected officials. Welcome to the fray."*

Mayor Pro Tem Mallams stated: *"I'd like to extend my welcome to Tina and Tom."*

Mayor Moore stated: *"I want to say it is with great anticipation that we welcome both of you to the Council. We look forward to working together to meet the city's goals and challenges and enlisting new ideas and perspectives from each of you, so welcome aboard."*

Item No. 17. On the Agenda. Communications from the City Manager.

City Manager Scott Wingerson stated: *"Thank you, Mayor, and members of the Council. Welcome and it is great to see everybody tonight. I have three more pages of notes but I promise it will go very quickly. First, a shout out to Jim Oldebeken who coined the term "Gladstrong, #Gladstrong". We picked that up early in the pandemic crisis and used it over and over again. I think it says a lot about our community and thank you to Jim for suggesting that. The City of Gladstone has won the Distinguished Budget Award for the 35th year in a row. The Government Finance Officers Association uses this award to honor organizations that meet the highest principles of government budgeting. So congratulations to everybody involved, especially our folks in the Finance Department. The Community Center has been welcoming back members on the fitness floor. Pools have been painted and water is in the competition pool and dive well and has been open for lap lane swimming since June 1. Atkins-Johnson Farm and Museum reopened on Wednesday, June 3, Curb and gutter replacements will begin on June 15 for parts of Northeast and Northwest 72nd Street. We are making plans to try and open the outdoor pool on June 29 if we are allowed to under whatever requirements are in place at that time. We are planning to open Sounds of the Square at Linden Square; it kicks off July 3 with Petty Theft and Silver Bullet which I am guessing is a Tom Petty, Bob Seger cover band, but I'm not 100% sure on that. Unfortunately, this city's Independence Day Celebration at Oak Grove Park has been cancelled for the year. Given the number of spectators we have historically seen at Oak Grove Park each year we did not feel it would be wise to provide a catalyst to bring a crowd together. Hopefully in September we can plan another event that will be just as special and maybe make up for some of the things we are missing due to COVID-19. The rescheduled Beautification Event was just decided today. It will be September 18, 19, 20 in Happy Rock Park West. We will get some public information out on that right away so we are excited to see that move forward. A couple of thank you's and congratulations and then I'll be done, Madam Mayor. First to Kyle Yarber, I've enjoyed getting to know you better over the last three years. Your contributions on the City Council related to the environment and water quality will serve us well into the future and I appreciate you bringing those issues forward. To Carol Suter, your efforts over the years have made Gladstone a better and more respected community. Your efforts to make Gladstone a regional leader have been tremendous. You have certainly set the bar high for all of us. On a personal note, I've been fortunate to be the recipient of your experiences, your intellect, and your articulation, sometimes good, sometimes, bad. Every time I left those conversations, I felt challenged to grow and do better. Thank you for your unyielding support and for your tireless service to our community. On behalf of the staff, welcome to Councilmembers Frisby and Spallo, we look forward to working together to continue moving Gladstone forward. Congratulations to Mayor Pro Tem Mallams, congratulations to Mayor Moore. You take the leadership role at a time in our community that is completely unprecedented. No one needs to feel the weight alone. There is a whole staff and a group of colleagues sitting with you tonight that will help you through whatever we have to challenge. And for God's sake, we live in the best country on earth so we will rise to the challenge. Congratulations Mayor and thank you for the chance to speak."*

Mayor Moore stated: *"Thank you, and we know that from the staff and we appreciate it greatly, thank you."*

Item No. 18. On the Agenda. Other Business.

There was none.

Item No. 19. On the Agenda. Adjournment.

Mayor Moore adjourned the June 8, 2020, Regular City Council meeting at 8:41 pm.

Respectfully submitted:

Ruth E. Bocchino, City Clerk

Approved as presented: ____

Approved as modified: ____

Mayor Jean B. Moore



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/9/2020

Department: Community Development

Meeting Date Requested: 6/22/20

Public Hearing: Yes ☐ Date: ~~Public Hearing to be held on 6/22/20~~

Subject: Special Event Permit BP-20-00121

Background: Public Works Department will be holding their Annual Gladstone Spring Beautification Event for Bulk Item Trash Drop-Off for the residents of Gladstone. The event will take place at Happy Rock Park West on Friday, September 18, 2020 thru Sunday, September 20, 2020. The event will run from 8:00am to 5:00pm daily; with an estimated attendance of 2,000±.

Budget Discussion: Funds are budgeted in the amount of \$ 0.00 from the N/A Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$0.00

Public/Board/Staff Input: See attached letter of transmittal

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

Alan Napoli
Community Development Administrator / Building Official

LETTER OF TRANSMITTAL



CITY OF GLADSTONE
Community Development Department
P.O. Box 10719
Gladstone, Missouri 64188-0719
Tel. (816) 436-2200 Fax (816) 436-2228



TO: CITY COUNCIL
FROM: COMMUNITY DEVELOPMENT
DATE: JUNE 9, 2020
PERMIT NO.: BP-20-00121
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: GLADSTONE SPRING BEAUTIFICATION
BULK ITEM DROP-OFF
LOCATION OF EVENT: 7512 N. ANTIOCH ROAD
HAPPY ROCK PARK WEST
DATE OF EVENT: FRIDAY, SEPTEMBER 18, 2020 THRU SUNDAY, SEPTEMBER 20, 2020
TIME OF EVENT: 8:00AM – 5:00PM DAILY
EST. ATTENDANCE: 2,000

REQUESTED TEMPORARY VARIANCE:

- ☒ Section 2.120.050 Noise prohibited.
- ☒ Section 2.130.010(2) Park rules and regulations (hours).
- ☐ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
- ☐ Section 2.135.040 Prohibition of smoking on or within all public park grounds.
- ☐ Section 2.140.040 Public fireworks display prohibited, exceptions.
- ☐ Section 5.110.1800 Drinking in public.
- ☐ Section 5.160.230(a) Street use permit (street use permit allowed).
- ☒ Section 9.1600.110 Temporary signs.
- ☐ Other – Section _____
- ☐ Other – Section _____

REMARKS: The Public Works Department will be holding their Annual Spring Beautification event for Gladstone residents. City staff has reviewed the application and find that the requested variances are appropriate for this venue.

Signed: _____

Alan D. Napoli, C.B.O.

Community Development Administrator / Building Official

ATTACHMENT(S):

- ☒ Map
- ☐ Other _____



Gladstone, MO



Legend

- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
- Church
- Apartment Point
- Street Centerline
- Edge Of Pavement
- Driveway
- City Limits
- Parcel
- House Number
- School Polygon
- Villages
- Apartment Polygon

Notes



1 in. = 333 ft.



666.7 0 333.33 666.7 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: June 12, 20230

Department: Community Development

Meeting Date Requested: 6/22/2020

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

Subject: Special Event Permit

Background: Ibsen Dance Theatre would like approval to use the Oak Grove Amphitheatre to host their annual dance recitals. There will be no tickets sold; so no attendance is planned for. The event will take place Friday, July 31, 2020 thru Sunday, August 2, 2020 from 5:00pm to 9:30pm each night. There will be a tent set up behind the theatre to be use as a dressing room. The recitals will be for various ages of dancers.

Budget Discussion: Funds are budgeted in the amount of \$ 0.00 from the N/A Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$0.00

Public/Board/Staff Input: See attached letter of transmittal

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

Alan Napoli
Community Development Administrator / Building Official

LETTER OF TRANSMITTAL



CITY OF GLADSTONE
Community Development Department
P.O. Box 10719
Gladstone, Missouri 64188-0719
Tel. (816) 436-2200 Fax (816) 436-2228



TO: CITY COUNCIL
FROM: COMMUNITY DEVELOPMENT
DATE: JUNE 12, 2020
PERMIT NO.: BP-20-00378
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: IBSEN DANCE THEATRE - RECITALS
LOCATION OF EVENT: 7600 N. TROOST AVENUE
OAK GROVE PARK AMPHITHEATER
DATE OF EVENT: FRIDAY, JULY 31, 2020
SATURDAY, AUGUST 1, 2020
SUNDAY, AUGUST 2, 2020
TIME OF EVENT: 5:00PM – 9:30PM
EST. ATTENDANCE: NONE, NO TICKETS BEING SOLD

REQUESTED TEMPORARY VARIANCE:

- ☒ Section 2.120.050 Noise prohibited.
- ☒ Section 2.130.010(2) Park rules and regulations (hours).
- ☐ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
- ☐ Section 2.135.040 Prohibition of smoking on or within all public park grounds.
- ☐ Section 2.140.040 Public fireworks display prohibited, exceptions.
- ☐ Section 5.110.1800 Drinking in public.
- ☐ Section 5.160.230(a) Street use permit (street use permit allowed).
- ☐ Section 9.1600.110 Temporary signs.
- ☐ Other – Section _____
- ☐ Other – Section _____

REMARKS: Ibsen Dance Theatre will be hosting their annual dance recitals at the Oak Grove Park Amphitheatre. City staff has reviewed the application and finds that the variances are appropriate for this venue.

NOTE: APPROVAL IS SUBJECT TO LARGE GATHERINGS AND SOCIAL DISTANCE ORDERS BEING OFFICIALLY LIFTED.


















Signed:


Alan D. Napoli, C.B.O.
Community Development Administrator | Building Official

ATTACHMENT(S):

- ☒ Map
- ☐ Other _____



-  KCPL Lights
-  Gladstone Lights
-  School Point
-  Bike Parking
-  Bus Stop
-  Point of Interest
-  Church
-  Apartment Point
-  Street Centerline
-  Edge Of Pavement
-  Driveway
-  City Limits
-  Parcel
-  House Number
-  School Polygon
-  Villages
-  Apartment Polygon

Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/11/2020

Department: Community Development

Meeting Date Requested: 6/22/2020

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

Subject: Special Event Permit

Background: The Parks, Recreation and Cultural Arts Department have made changes to the approved Special Event Permit BP-20-00151. They have added three (3) new dates Saturday, July 25, 2020, Saturday, August 29, 2020 and Saturday October 24, 2020.

Budget Discussion: Funds are budgeted in the amount of \$ 0.00 from the N/A Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$0.00

Public/Board/Staff Input: See attached letter of transmittal

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

Alan Napoli
Community Development Administrator / Building Official

LETTER OF TRANSMITTAL



CITY OF GLADSTONE
Community Development Department
P.O. Box 10719
Gladstone, Missouri 64188-0719
Tel. (816) 436-2200 Fax (816) 436-2228



TO: CITY COUNCIL
FROM: COMMUNITY DEVELOPMENT
DATE: JUNE 11, 2020
PERMIT NO.: BP-20-00151-01
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: DRIVE-IN AT THE SQUARE
LOCATION OF EVENT: 602 NE 70TH STREET
LINDEN SQUARE
DATE OF EVENT: SATURDAY, JULY 25, 2020
SATURDAY, AUGUST 29, 2020
SATURDAY, OCTOBER 24, 2020
TIME OF EVENT: 7:00PM – 11:00PM
EST. ATTENDANCE: 100+

REQUESTED TEMPORARY VARIANCE:

- ☒ Section 2.120.050 Noise prohibited.
- ☒ Section 2.130.010(2) Park rules and regulations (hours).
- ☒ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
- ☒ Section 2.135.040 Prohibition of smoking on or within all public park grounds.
- ☐ Section 2.140.040 Public fireworks display prohibited, exceptions.
- ☐ Section 5.110.1800 Drinking in public.
- ☐ Section 5.160.230(a) Street use permit (street use permit allowed).
- ☒ Section 9.1600.110 Temporary signs.
- ☐ Other – Section _____
- ☐ Other – Section _____

REMARKS: Parks, Recreation and Cultural Arts have added a three (3) new dates dates. City staff has reviews the applications and finds that the requested variances are appropriate for this venue.

NOTE: APPROVAL IS SUBJECT TO LARGE GATHERINGS AND SOCIAL DISTANCE ORDERS BEING OFFICIALLY LIFTED.

Signed:

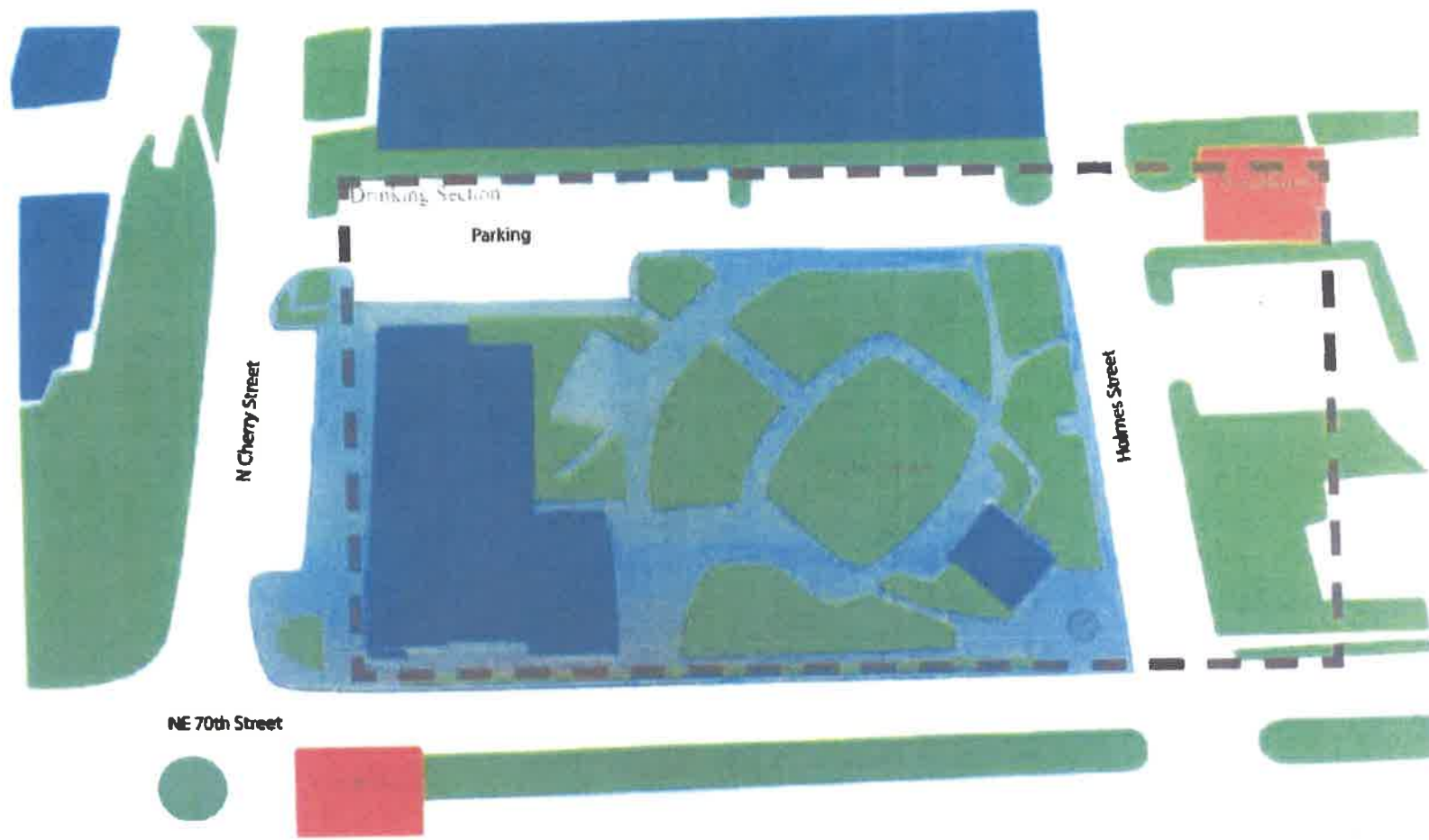
Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

ATTACHMENT(S):

☒ Map

☐ Other _____





Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/12/2020

Department: Community Development

Meeting Date Requested: 6/22/2020

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

Subject: Special Event Permit

Background: Parks, Recreation and Cultural Arts Department will be hosting the annual Friday Fright Night at Oak Grove Park. The event will be on Friday, October 23, 2020 from 6:00pm to 7:30pm. This event is for kids 12 and under to Trick or Treat with local vendors for candy, enjoy snacks and a SPOOKY Story as well as participate in some fun activities. This is also a fundraiser for the Northland Christmas Store – all proceeds will go to the Store along with donated canned food items.

The Park will be supervised and managed by Gladstone Parks, Recreation and Cultural Arts, Police Department along with the Fire Department will be attending the event and a request has been put in with GEMA to assist with parking. The street traffic will be managed before, during and after the event which includes; areas around Oak Park High School, Oak Grove Park, entrance and exit area to and from the park. There will be cones, barricades and signs in those locations to help with the traffic flow, along with City personnel.

Budget Discussion: Funds are budgeted in the amount of \$ 0.00 from the N/A Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$0.00

Public/Board/Staff Input: See attached letter of transmittal

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

Alan Napoli
Community Development Administrator / Building Official

LETTER OF TRANSMITTAL



CITY OF GLADSTONE
Community Development Department
P.O. Box 10719
Gladstone, Missouri 64188-0719
Tel. (816) 436-2200 Fax (816) 436-2228



TO: CITY COUNCIL
FROM: COMMUNITY DEVELOPMENT
DATE: JUNE 12, 2020
PERMIT NO.: BP-20-00238
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: FRIDAY FRIGHT NIGHT
LOCATION OF EVENT: 7600 N. TROOST AVENUE
OAK GROVE PARK
DATE OF EVENT: FRIDAY, OCTOBER 23, 2020
TIME OF EVENT: 3:30PM TO 9:00PM – VENDOR SET AND TEAR DOWN
6:00PM TO 7:30PM – FRIGHT NIGHT EVENT
EST. ATTENDANCE: 800

REQUESTED TEMPORARY VARIANCE:

- ☒ Section 2.120.050 Noise prohibited.
- ☒ Section 2.130.010(2) Park rules and regulations (hours).
- ☐ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
- ☒ Section 2.135.040 Prohibition of smoking on or within all public park grounds.
- ☐ Section 2.140.040 Public fireworks display prohibited, exceptions.
- ☐ Section 5.110.1800 Drinking in public.
- ☒ Section 5.160.230(a) Street use permit (street use permit allowed).
- ☒ Section 9.1600.110 Temporary signs.
- ☐ Other – Section _____
- ☐ Other – Section _____

REMARKS: Parks, Recreation and Cultural Arts Department will be hosting the Annual Friday Fright Night at Oak Grove Park. City staff has reviewed the application and finds that the variances are appropriate for this venue

NOTE: APPROVAL IS SUBJECT TO LARGE GATHERINGS AND SOCIAL DISTANCE ORDERS BEING OFFICIALLY LIFTED.

Signed: _____

Alan D. Napoli, C.B.O.

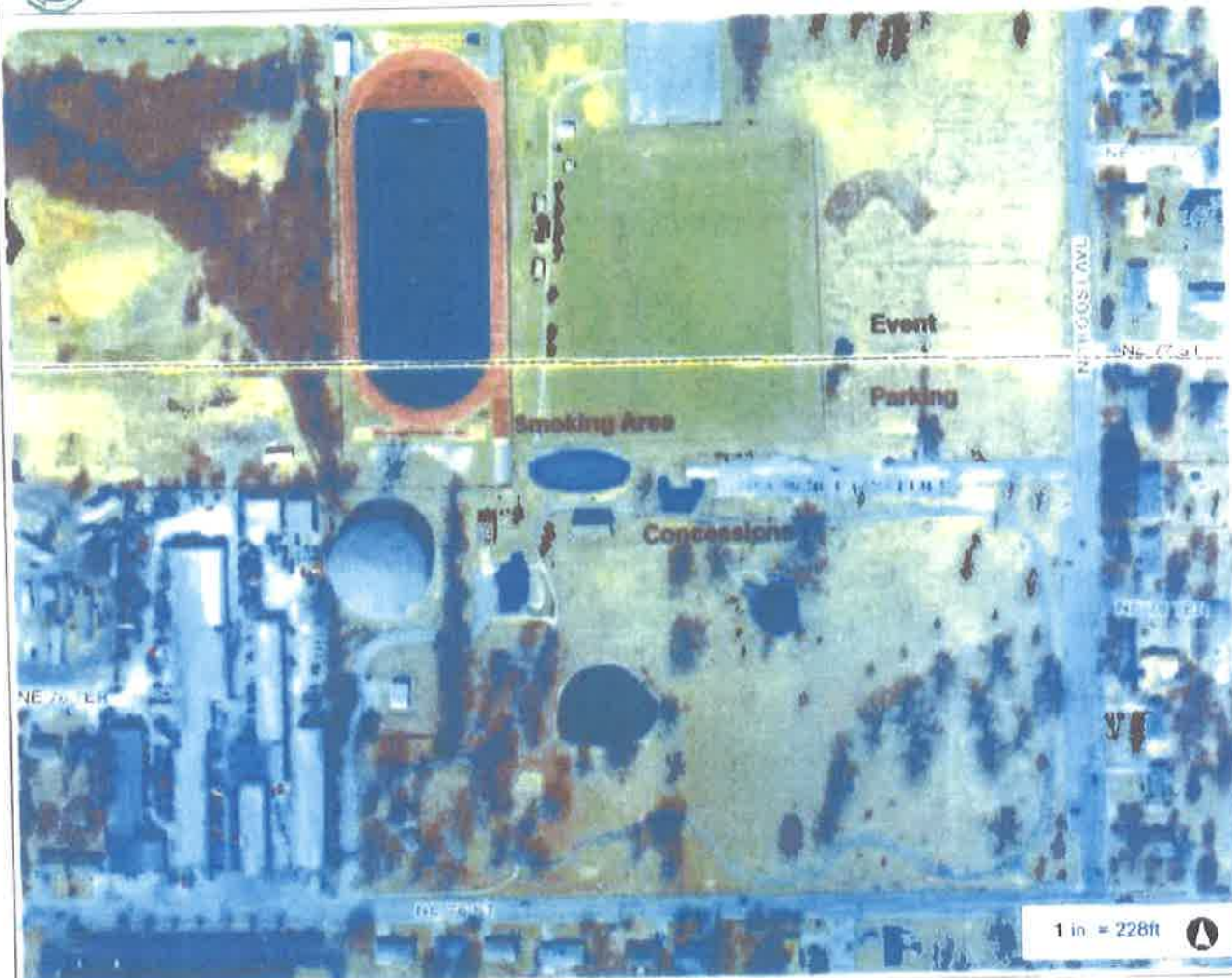
Community Development Administrator / Building Official

ATTACHMENT(S):

- ☒ Map
- ☐ Other _____



Gladstone, MO



Legend

- Street Centerline
- City Limits

Notes

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



CITY OF GLADSTONE MISSOURI

Financial Report for 11 Months Ending May 31, 2020

Preface

At the midyear budget review, staff reported that multiple revenue streams for the City of Gladstone, could be adversely affected by COVID-19. Assumptions were made that sales tax, charges for services, and fines and forfeitures would all decrease during the months of March, April, May, and June.

Staff has had an opportunity to analyze the sales tax information data in from April, May, and June (February, March, and April sales tax) to identify any patterns that may emerge. Sales tax received in during the first half of the fiscal year was trending 4% over the same time for the previous year. January through June remittance shows a decrease of 3% from the same time during the previous year. April's sales tax (received in June) is less than 1% below the amount received in FY19. As businesses continue to reopen, the sales tax numbers continue to improve.

Charges for services have also been greatly affected. Social distancing requirements have put a temporary halt to athletic leagues, group activities, classes, and the use of the community center. The negative financial effect has been partially mitigated by postponing activities or closing locations reducing expenses. Calls for emergency medical services have been lower than normal during the last half of the fiscal year causing a decrease in revenue of just under \$100,000. Athletic leagues and Crafts are also \$100,000 less than the previous year. Revenue from senior activities is \$500,000 less than the same time last year (with a corresponding reduction in expenditures). Charges for services and facility rental at the Community center are down 21% from the previous year or \$259,000. Revenue from memberships is down 20% or \$152,000, Natatorium charges are down \$26,900 or 16%, outdoor pool revenue is down \$28,400 (26%) and facility rental is down \$51,500 (23%).

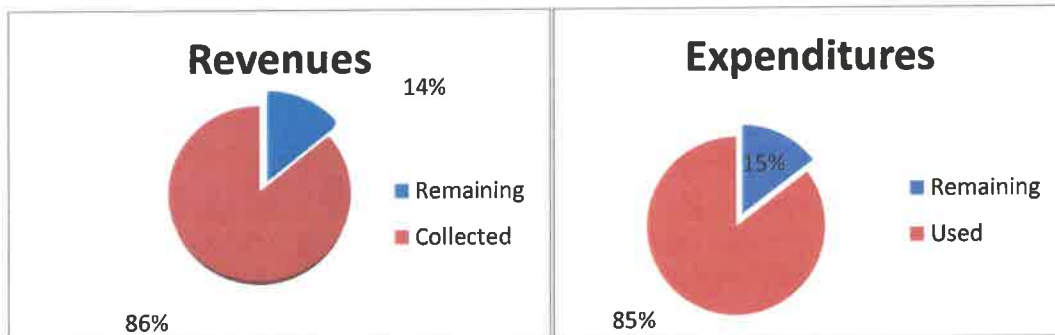
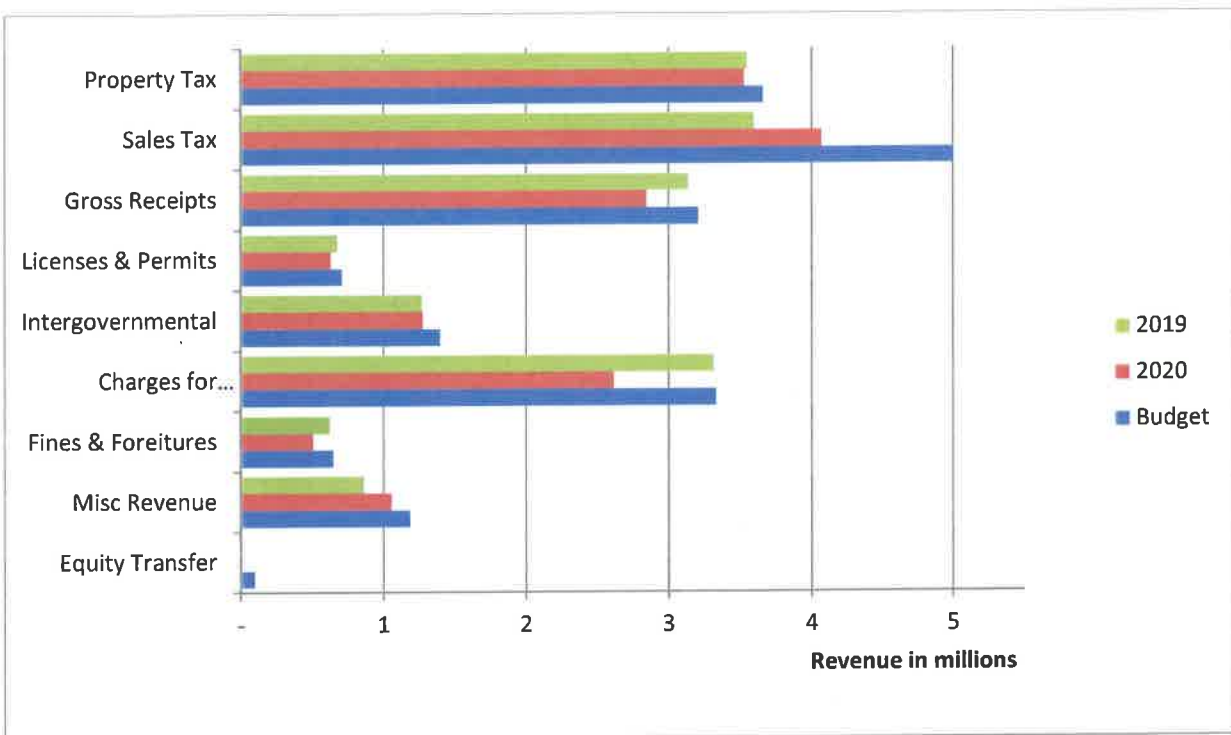
On March 16th the Missouri Supreme Court suspended in person court proceedings until further notice. Court appearances have been continued if an appearance is necessary. Staff has been able to conduct some business online and by phone, but the reduced capacity is noticeable in the financial statements. Staff received notice from the State Supreme Court that activities could continue during May. Guidance was also received from the Presiding Judge to resume smaller in person dockets. The City resumed holding court June 2nd limiting the number of people in the courtroom and the entrance of City Hall with a reduced docket.

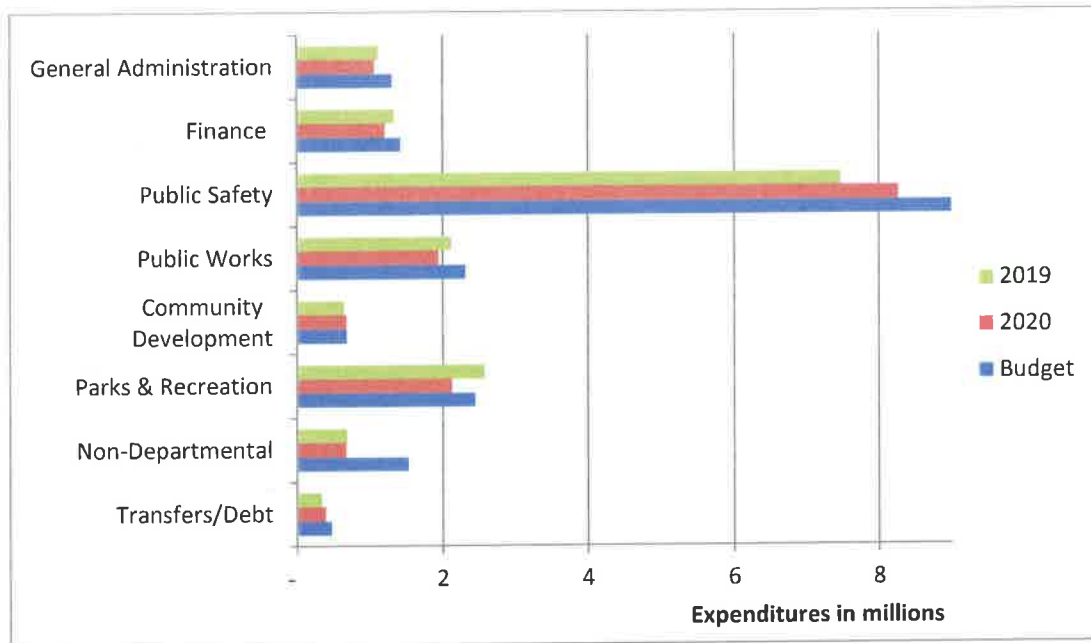
Data is emerging on how the pandemic is effecting the City of Gladstone. Staff will continue to closely monitor revenues and expenses to make any changes needed.

GENERAL FUND

General Fund Revenues

Total revenues for the General Fund through 11 months or 92% of this fiscal year are \$16,570,105 compared to total budgeted revenues for the year of \$19,266,600 or 86% of budgeted revenue. Property tax receipts are \$3,533,677, a decrease of \$16,633 from the same time last year due to a decrease in personal property receipts. Sales tax on a cash basis is \$4,075,600 or \$344,848 over last year. Gross receipts taxes are \$2,851,045, down 9% from last year, mainly due to a decrease in electric, telecom, and wireless gross receipts. License and Permits revenues are \$635,970, down 7% or \$45,429. Intergovernmental revenue has increased by \$6,542 from the previous year to \$1,280,490. Charges for Services are \$2,620,100, down 21% or \$697,277 compared to the previous year due to senior activities, EMS services and athletic leagues. Fines and Forfeitures have decreased 18% from the same time last year to \$513,038. Miscellaneous Revenue is \$1,060,185, up 23% due to inter-fund transfers.





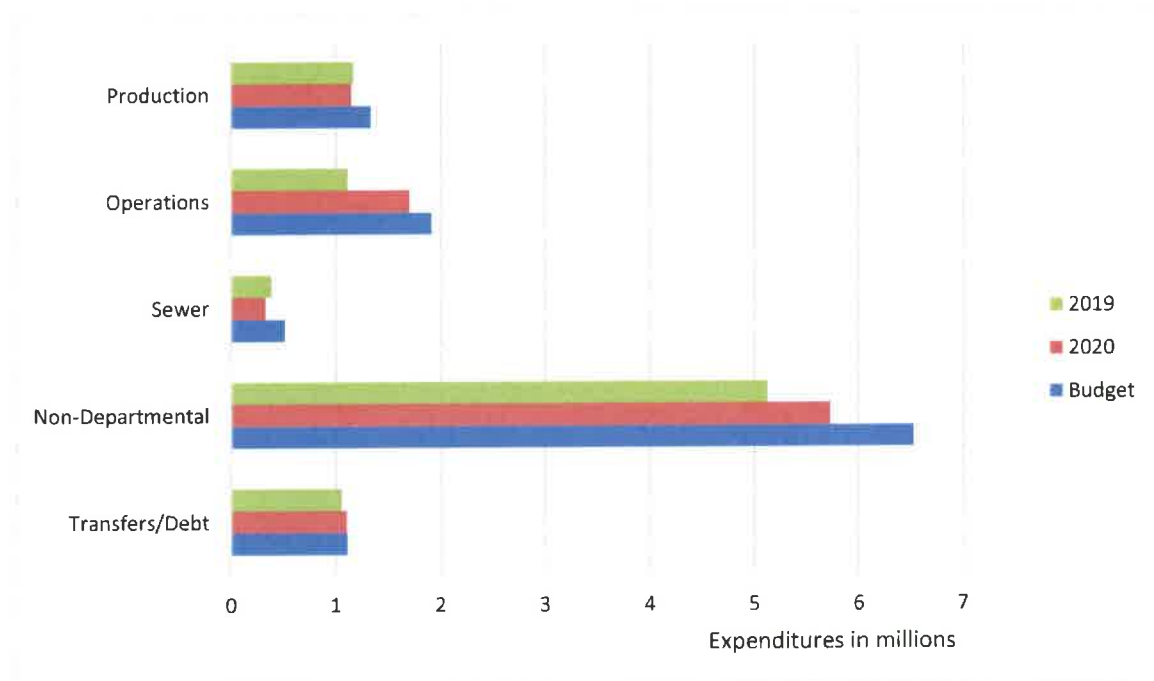
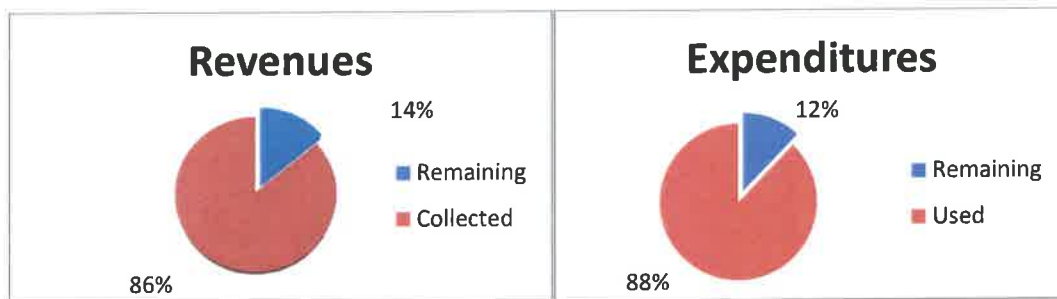
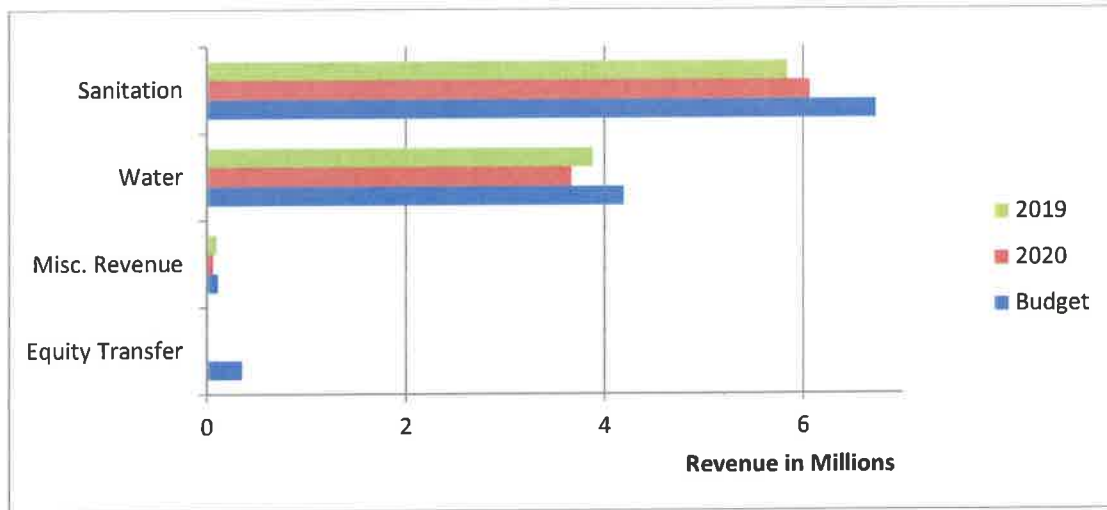
Expenditures through 11 months or 92% of this fiscal year amounted to \$16,402,257 or 85% of FY20 budgeted expenditures of \$19,232,570. This indicates that actual expenditures are less than 1% or \$49,892 more than last year's expenditures of \$16,352,365. General Administration expenditures decreased \$58,149 or 5% from last year for a total of \$1,068,125 due to contractual payments and changes in personnel. Finance expenditures are down \$129,748 to \$1,214,309 due to vacant positions and purchase of equipment during the previous fiscal year. Public Safety expenditures are \$8,273,586, up \$789,763 or 11% due to positions being filled and increased personnel costs. Public Works expenditures are \$1,811,647 or 5% less than the prior year due to vacant positions, changes in personnel and capital purchases in the prior year. Community Development expenditures are \$683,516, an increase of 4% or \$27,036 due to changes in personnel and property abatement. Parks & Recreation expenditures are \$2,136,422, down 17% or \$446,741 from the same time last year due to decreases in Senior Activities. Non-Departmental expenses are 1% less than the previous year at \$681,748. Transfers and debt have increased to a total of \$395,710 from the prior year due to the new lease purchase for software and an ambulance. Current revenues are greater than current expenditures in the amount of \$167,848.

COMBINED WATER AND SEWERAGE SYSTEM FUND

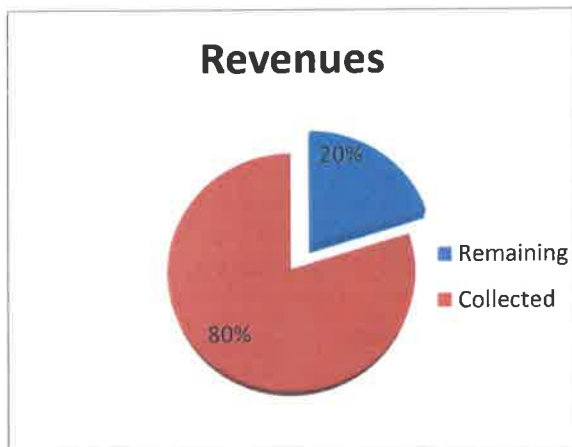
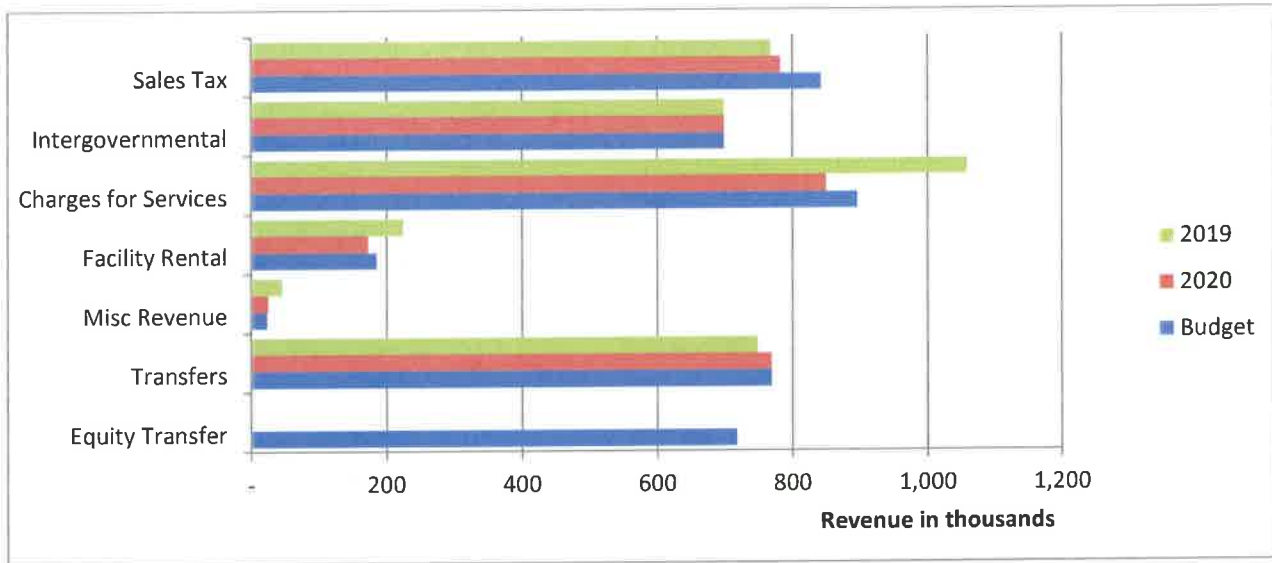
Total budgeted revenues for the fiscal year are \$11,422,243. Total revenues through 11 months or 92% of this fiscal year, amounted to \$9,821,233 or 86% of FY20 budgeted revenues. Revenues are down less than 1% or \$19,343 from last year due to decreased water and sewer consumption.

Total budgeted expenses for the fiscal year are \$11,422,243. Total expenses through 11 months or 92% of this fiscal year amounted to \$10,038,269 or 88% of FY20 budgeted expenses. Production expenditures are down \$18,126 to \$1,155,029. Operations division expenditures are \$1,708,662, up \$592,251 due to accelerated water line replacements. Sewer division expenditures have decreased \$57,438 to \$336,167 due to changes in personnel. Non-departmental expenditures are \$5,729,069, up 12% due to the increase in sewer charges paid to Kansas City.

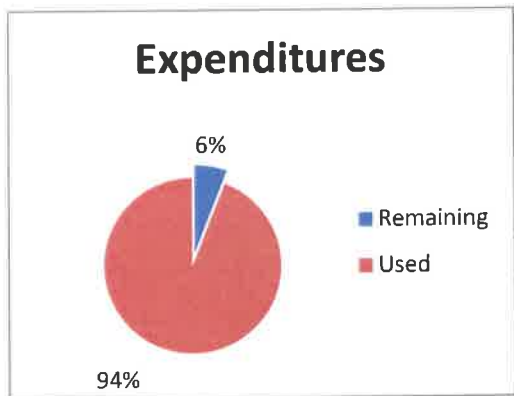
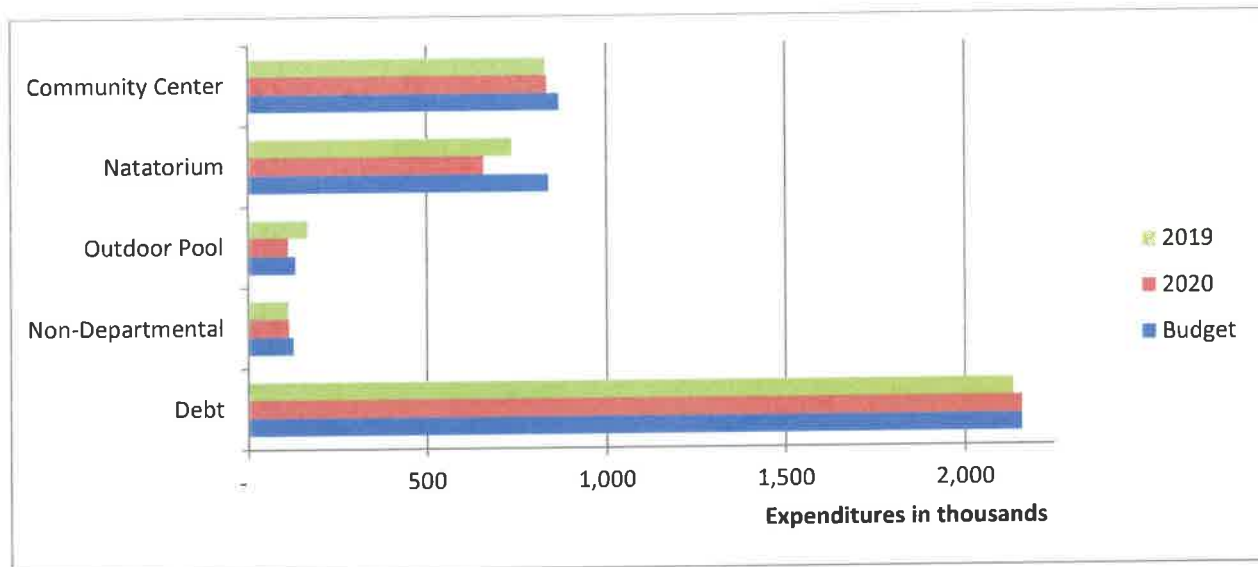
Transfers and debt are up \$49,524 due to a transfer to assist with street repairs. Current expenditures exceed current revenues by \$217,037 (does not include equity transfer of \$362,338).



COMMUNITY CENTER AND PARKS TAX FUND

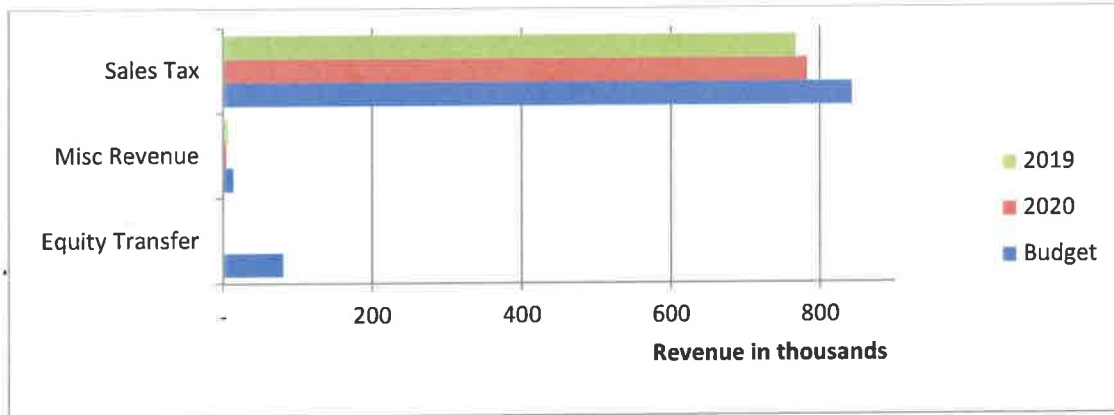


Total budgeted revenues for the fiscal year are \$4,139,891. Total revenues through 11 months or 92% of this fiscal year, amounted to \$3,304,328 or 80% of FY20 budgeted revenues. Sales tax received is \$3,304,328, up 2% from the previous year. Intergovernmental revenue is \$700,000. Charges for Service are \$851,118, down 20% or \$207,812. Revenue from facility rental is down 23% or \$51,459 to \$173,530. Miscellaneous revenue is \$26,036, down \$20,485 from prior year. Transfers are \$769,900, an increase of \$20,400 or 3% over the previous year. Equity transfer was increased to \$718,330 to offset the anticipated decrease in revenue.

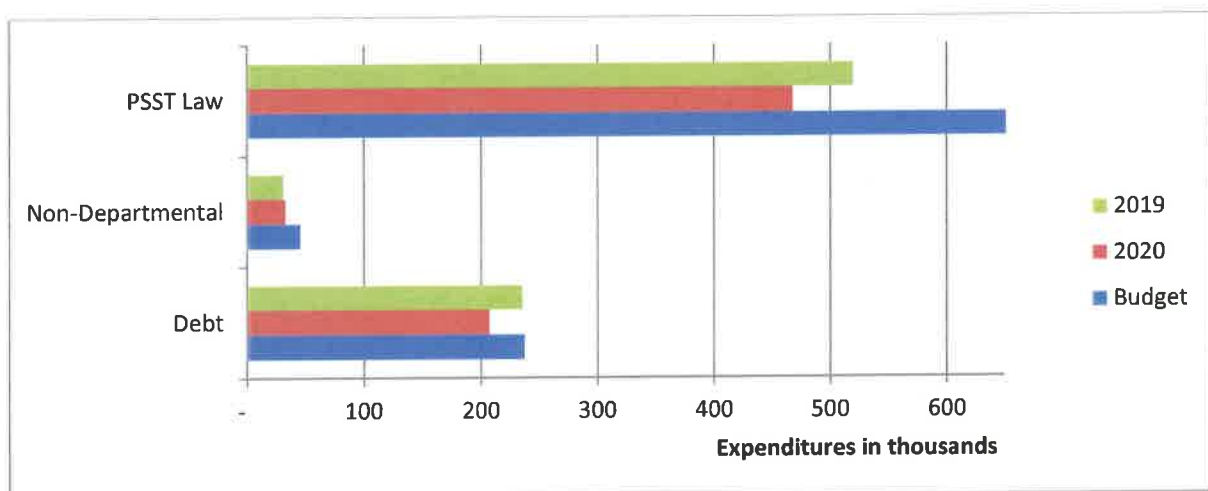
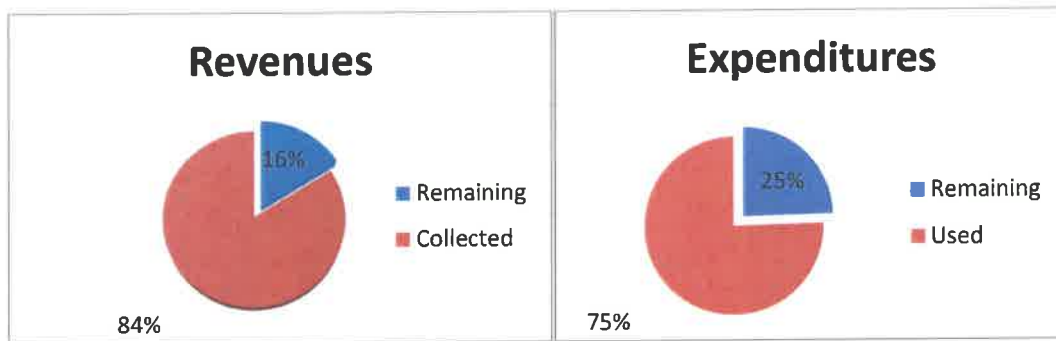


Total budgeted expenditures for the fiscal year are \$4,133,628. Total expenses through 11 months or 92% of this fiscal year, amounted to \$3,886,753 or 94% of FY20 budgeted expenses. Community Center expenses have increased 1% from the same time last year to \$835,898 due to personnel, purchase of new fitness equipment, and professional services. The Natatorium expenses are \$660,101, down \$76,176 from the same time last year due to capital purchases and HVAC repairs. Outdoor Pool expenses are \$113,984, 33% below the previous year. Non-departmental and debt are comparable to the prior year. Current expenses exceed current revenues by \$582,424.

PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$940,228. Total revenues through 11 months or 92% of this fiscal year amounted to \$788,612 or 84% of FY20 budgeted revenues. Sales tax on a cash basis is up 2%. Miscellaneous revenue has decreased from the prior year due to the sale of assets and interest income.



Total budgeted expenditures for the fiscal year are \$940,228. Total expenses through 11 months or 92% of this fiscal year are \$709,367 or 75% of the FY20 budgeted expenses. Law division is down 10% due to open positions and the timing of capital purchases. Non-Departmental is \$33,202, compared to \$31,068 during the previous year. Payments for debt are 207,485, \$28,439 less than the prior year. Current revenues exceed current expenditures by \$79,245.

Respectfully submitted,

A handwritten signature in dark ink, reading "Dominic Accurso". The signature is written in a cursive style with a large, looped initial "D".

Dominic Accurso
Director of Finance



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: June 8, 2020

Department: Community Development

Meeting Date Requested: 6/22/2020

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

Subject: Building Permit

Background: JP Morgan Chase is proposing to install a new ATM at Prospect Plaza. The proposed location of the ATM is in the parking lot where Athletico, Hunan Gardens and Great Clips is located; and will be near the entrance drive off of Missouri Hwy-1 (N. Prospect Avenue). The location does not pose any site design issues or any issues with traffic flow within the premises. The photometric plan indicates that there will be no adverse impact from the additional lights on Missouri Hwy-1 (N. Prospect Avenue) or NE 64th Street | NE Antioch Road.

The colors of the ATM meet with City's design standards; materials are typical of an ATM, metal and concrete. Staff has no additional comments and present the permit application for Council's consideration as submitted.

Budget Discussion: Funds are budgeted in the amount of \$ 0.00 from the N/A Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$0.00

Public/Board/Staff Input: See attached staff report and plans

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

Alan Napoli
Community Development Administrator / Building Official

BUILDING PERMIT STAFF REPORT



CITY OF GLADSTONE
Community Development Department
7010 N. Holmes Street
Gladstone, Missouri 64118
Tel. (816) 436-2200 Fax (816) 436-2228



TO: CITY COUNCIL
FROM: COMMUNITY DEVELOPMENT
DATE: JUNE 11, 2020
PERMIT NO.: BP-20-00260

GENERAL INFORMATION

BUSINESS/PROPERTY NAME: Prospect Plaza
APPLICANT: Rees Masilionis Turley Architects
STATUS OF APPLICANT: Architect of record
OWNER: Gladstone Investors, LLC
REQUESTED ACTION: Approval of Building Permit
PURPOSE: Installation of an ATM machine for JP Morgan Chase
LOCATION: 6401 N. Prospect Avenue
SIZE: 76 sq. ft.

ZONING INFORMATION

EXISTING LAND USE: CP-3
SURROUNDING LAND USE-N: CP-3
E: CP-2 | RP-1
W: CP-1
S: CP-1
COMPREHENSIVE PLAN: Commercial
ZONING HISTORY: Lot split(s) was approved in fall of 2019

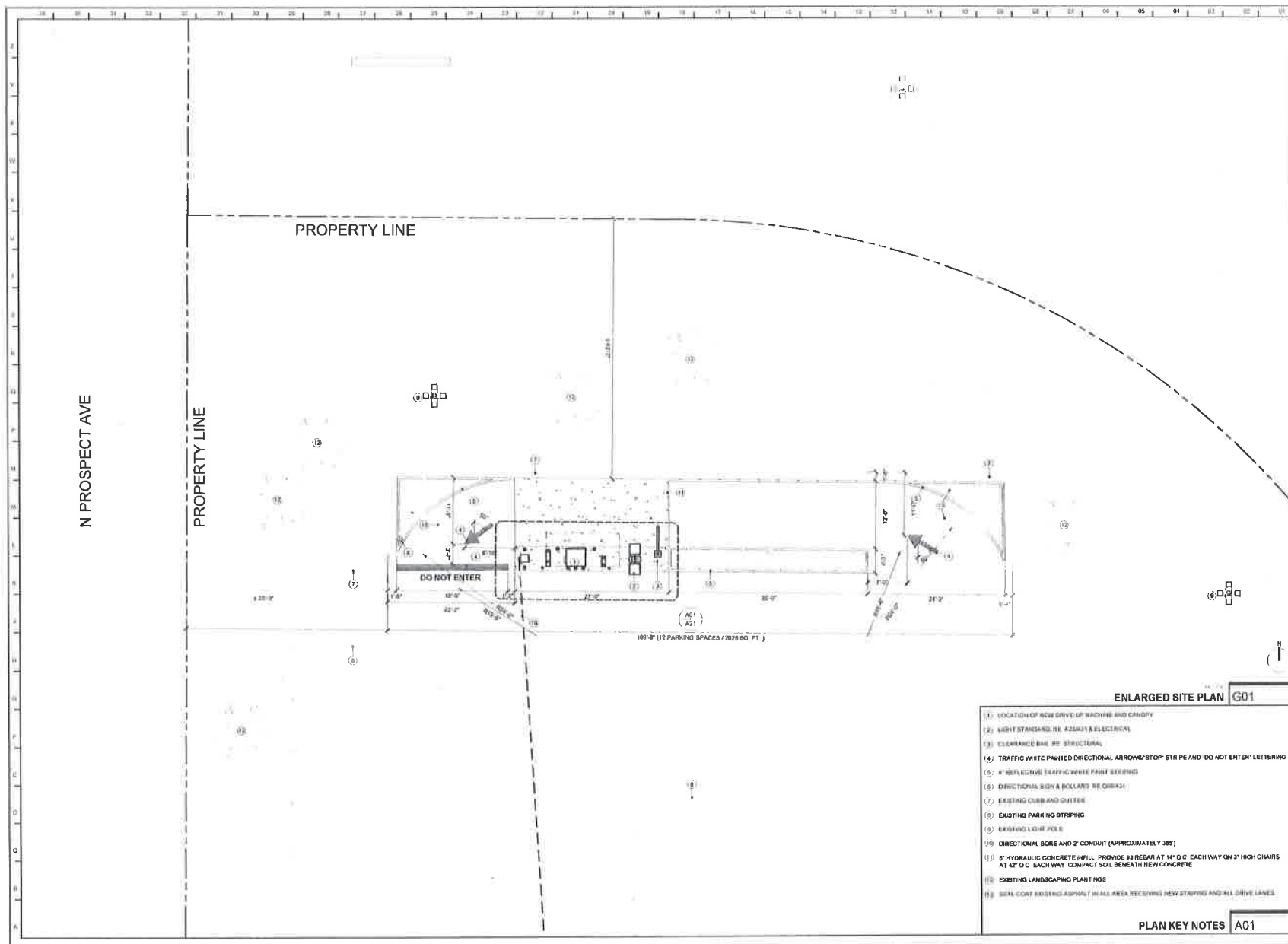
APPLICABLE REGULATIONS

2015 IBC, 2015 IEBC, 2014 NEC, 2015 IFC, 2015 IECC, 2015 IFGC, 2015 IMC, 2015 IPC, 2015 ISPSC AND 2009 ICC A117.1

ADDITIONAL COMMENTS

No Additional Comments





CHASE



GOLDEN SANDS
GENERAL CONTRACTORS



2000 SHAWWEE MISSOURI PARKWAY
STE 100 MISSION WOODS, KS 66205
TEL: 816 502 1500 FAX: 816 543 1876



PROSPECT PLAZA
DRIVE-UP ATM

ENLARGED
SITE PLAN

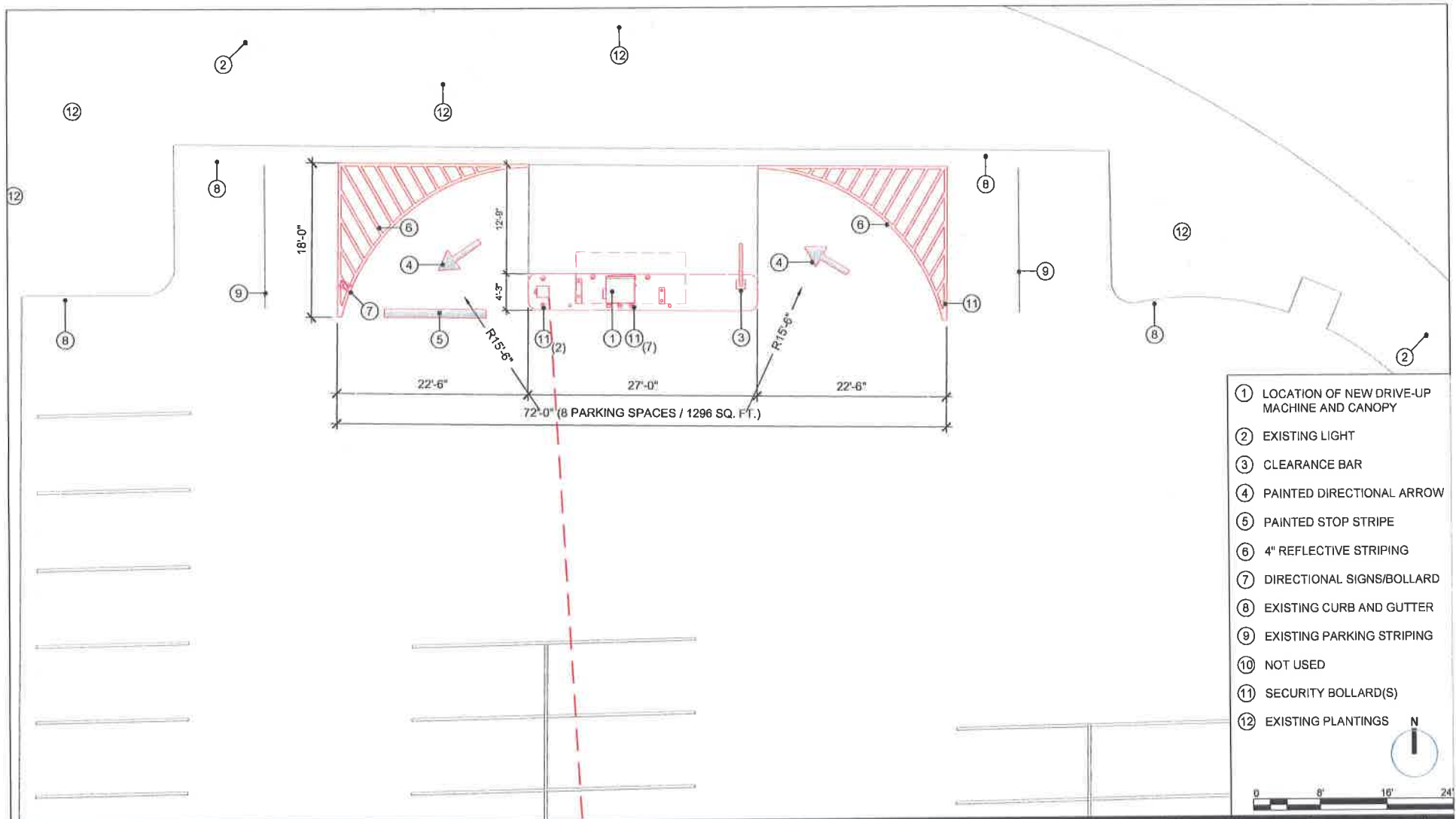
ENLARGED
SITE PLAN



A11



| | | | |
|---|--|---|---|
|  <p>3000 SHAWNEE VISION PARKWAY STE 100 MISSOURI WOODS, MO 63055 TEL: 816 512 1500 FAX: 816 542 1076</p> | <p>PROJECT</p> <p>JP MORGAN CHASE ATM - SITE PLAN</p> <p>6401 NORTH PROSPECT AVE GLADSTONE, MISSOURI 64119</p> <p>NORTH FACING - (8 STALLS / 1296 SQ. FT.)</p> | <p>PROJECT NUMBER 2018033 075</p> <p>SHEET NUMBER 1 OF 1</p> <p>DATE JANUARY 10, 2020</p> | <p>SHEET NUMBER A01</p> <p>DATE JANUARY 10, 2020</p> |
|---|--|---|---|



- ① LOCATION OF NEW DRIVE-UP MACHINE AND CANOPY
- ② EXISTING LIGHT
- ③ CLEARANCE BAR
- ④ PAINTED DIRECTIONAL ARROW
- ⑤ PAINTED STOP STRIPE
- ⑥ 4" REFLECTIVE STRIPING
- ⑦ DIRECTIONAL SIGNS/BOLLARD
- ⑧ EXISTING CURB AND GUTTER
- ⑨ EXISTING PARKING STRIPING
- ⑩ NOT USED
- ⑪ SECURITY BOLLARD(S)
- ⑫ EXISTING PLANTINGS



0 8' 16' 24'



2000 SHAWNEE MISSION PARKWAY
STE 100 MISSION WOODS, KS 66205
TEL: 913-502-1500 FAX: 913-502-1578

PROJECT

JP MORGAN CHASE ATM - ENLARGED SITE PLAN

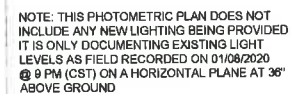
6401 NORTH PROSPECT AVE
GLADSTONE, MISSOURI 64119

NORTH FACING - (8 STALLS / 1296 SQ. FT.)

SCALE 3/32" = 1'-0"

| | | | |
|------------------------------|---------------------------|--------------------------|--------------|
| PROJECT NUMBER 2018031015 | PROJECT LOCATION T E M | DATE JANUARY 10, 2020 | SCALE A02 |
|------------------------------|---------------------------|--------------------------|--------------|

RMTA, INC.



RESOLUTION NO. R-20-21

A RESOLUTION ADOPTING THE 2021 ANNUAL OPERATING BUDGET FOR THE CITY OF GLADSTONE, MISSOURI, AND AUTHORIZING THE EXPENDITURES OF FUNDS FOR MUNICIPAL SERVICES.

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

THAT, for the purpose of financing the conduct of affairs of the City of Gladstone, Missouri, during the fiscal year from July 1, 2020, and ending June 30, 2021 inclusive, the budget of the City's revenue and expenses for such period prepared and submitted to the Gladstone City Council by the City Manager is hereby approved and adopted as the Official Budget of the City of Gladstone, Missouri; and

FURTHER, THAT, the amounts set forth in the various funds are hereby appropriated to such uses, and authority is hereby given to the City Manager of the City of Gladstone, to expend the amounts shown for the purposes indicated; and

FURTHER, THAT, Annual Expenditures as shown in the Annual Budget and in each of the listed budgeted funds are:

| Fund | Expenditure/Expense |
|--|---------------------|
| General Fund | \$20,373,273 |
| Capital Improvement Sales Tax Fund | \$2,328,250 |
| Transportation Sales Tax Fund | \$3,861,700 |
| Equipment Replacement Fund | \$538,960 |
| Combined Waterworks Sewerage System Fund | \$11,839,095 |
| Public Safety Sales Tax Fund | \$950,769 |
| Comm Center/Parks Tax Fund | \$4,293,764 |
| Special Parks & Playground Fund | \$0 |

FURTHER, THAT, the amounts for each fund, as shown in the Annual Budget, shall not be increased or decreased except by Council approval, but the various objects of expenses comprising the total appropriation for any fund may be increased or decreased at the discretion of the City Manager, providing the adjustments shall not increase the total amount appropriated for that fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF JUNE, 2020.

Jean B. Moore, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-20-21

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/17/2020

Department: Finance

Meeting Date Requested: 6/22/2020

Public Hearing: Yes ☒ Date: 6/22/2020

Subject: Adopting the Annual 2021 Fiscal Year Operating Budget

Background: Staff has presented the 2021 Fiscal Year Operating Budget for the General Fund, Capital Improvement Sales Tax Fund, Transportation Sales Tax Fund, Equipment Replacement Fund, Combined Waterworks and Sewerage System Fund, Public Safety Sales Tax Fund, Community Center and Parks Tax Fund, and the Special Parks and Playground Fund during an Open Study Sessions and a Public Hearing. The Budget will serve as strategic, administrative and financial plan for the City for the 2021 Fiscal Year.

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: Staff is recommending that the 2021 budget be passed as presented at the Open Study Sessions and Public Hearing. The budgeted funds and amounts to expended are as follows: General Fund \$20,373,273, Capital Improvement Sales Tax Fund \$2,328,250, Transportation Sales Tax Fund 3,861,700, Equipment Replacement Fund \$538,960, Combined Waterworks Sewerage System Fund \$11,839,095, Public Safety Sales Tax Fund \$950,769, Community Center/Parks Tax Fund \$4,293,764, and \$0 for the Special Parks & Playground Fund.

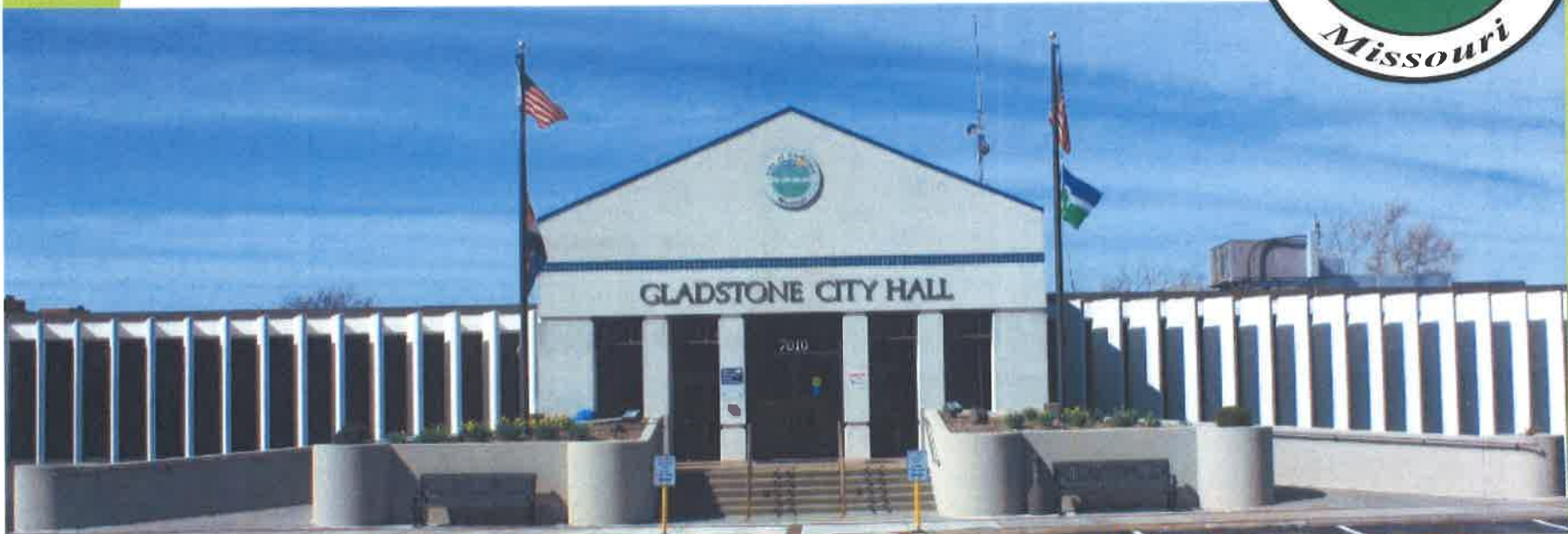
Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Dominic Accurso
Department Director/Administrator

PC
City Attorney

SW
City Manager

CITY OF GLADSTONE FISCAL YEAR 2021 BUDGET



Presentation Overview

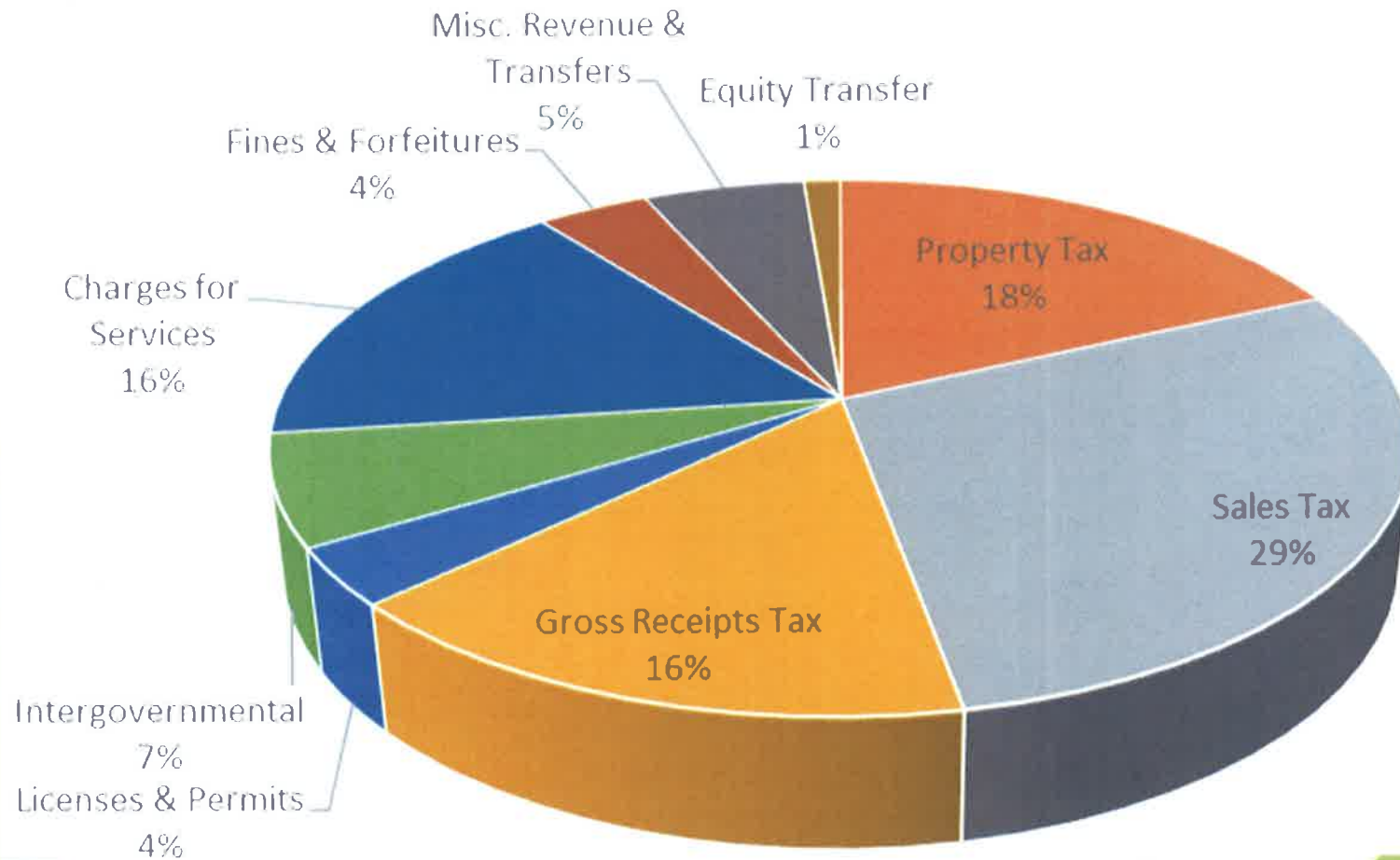
- ❖ General Fund
- ❖ Capital Equipment Replacement Fund (CERF)
- ❖ Public Safety Sales Tax Fund(PSST)
- ❖ Combined Waterworks and Sewerage System Fund(CWSS)
- ❖ Capital Improvement Program
 - ❖ Capital Improvement Sales Tax Fund (CIST)
 - ❖ Transportation Sales tax Fund (TST)
- ❖ Community Center/Parks Sales Tax Fund (CCPT)



GENERAL FUND



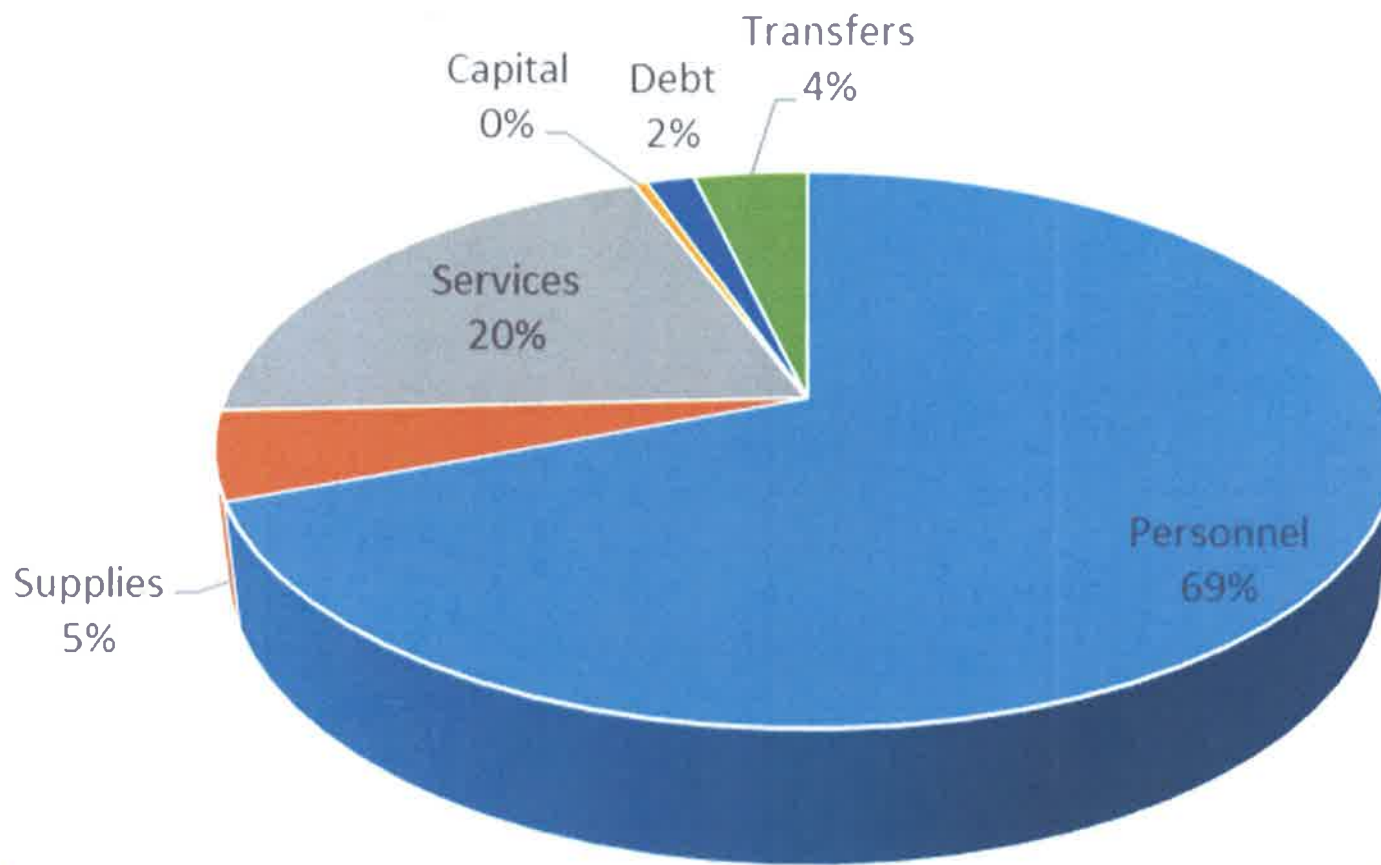
FY21 Budget - % of Revenues by Category



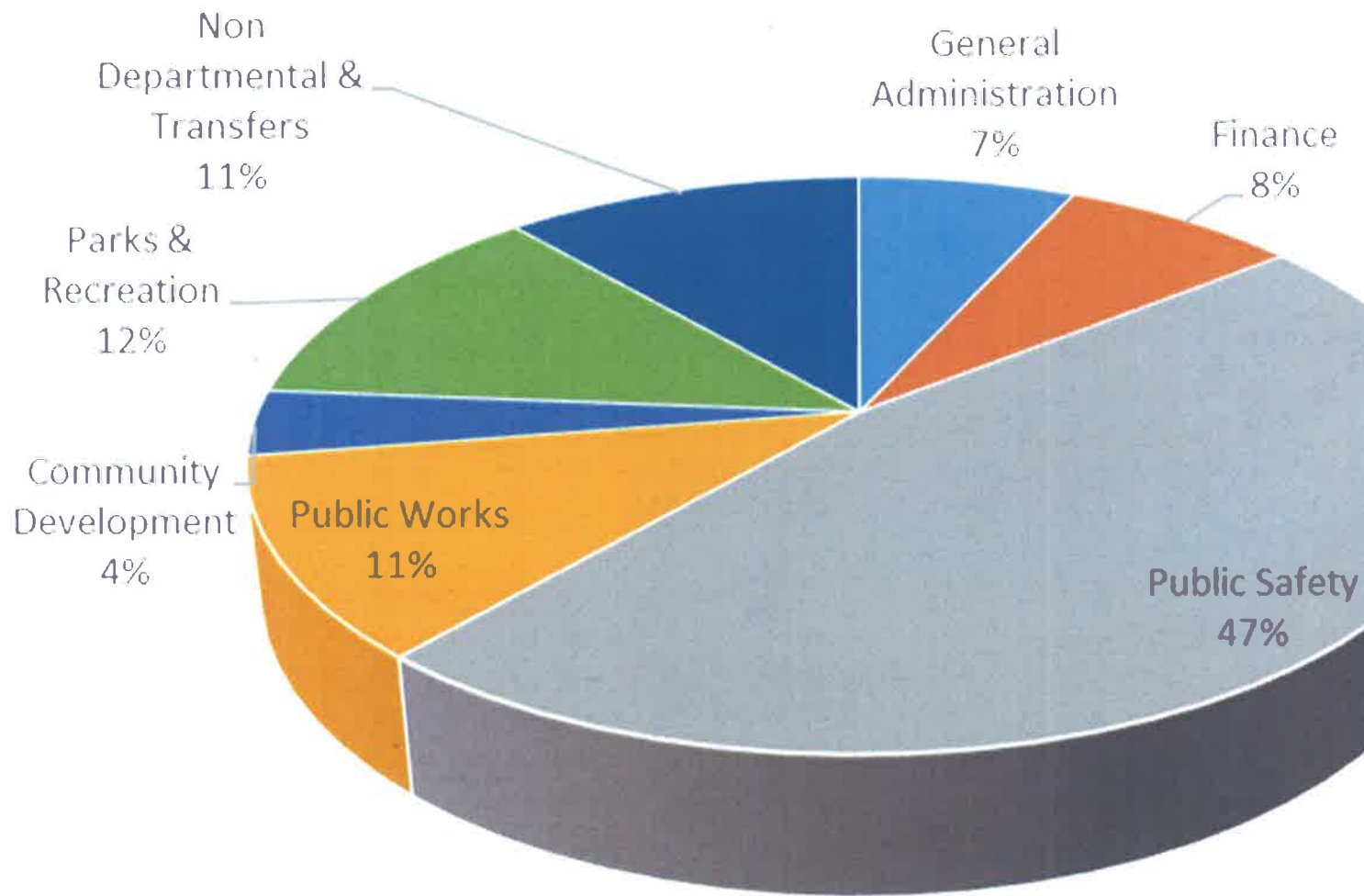
FY21 Budget - Revenues

| | 2019 | 2020 | 2021 | 20-21 |
|---------------------------|------------------|------------------|------------------|-----------------|
| | <u>Actual</u> | <u>Original</u> | <u>Original</u> | <u>Variance</u> |
| Revenue Sources | | | | |
| Property Tax | 3,592,614 | 3,644,650 | 3,764,050 | 119,400 |
| Sales Tax | 3,987,036 | 4,025,000 | 4,125,550 | 100,550 |
| 2019 Sales Tax | - | 1,300,000 | 1,750,000 | 450,000 |
| Gross Receipts Tax | 3,282,175 | 3,573,500 | 3,221,500 | (352,000) |
| Licenses & Permits | 593,705 | 755,050 | 707,550 | (47,500) |
| Intergovernmental | 1,362,034 | 1,388,300 | 1,367,800 | (20,500) |
| Charges for Services | 3,796,937 | 3,728,100 | 3,353,646 | (374,454) |
| Fines & Forfeitures | 691,486 | 755,000 | 770,000 | 15,000 |
| Misc. Revenue & Transfers | <u>1,084,948</u> | <u>1,190,000</u> | <u>1,113,500</u> | <u>(76,500)</u> |
| Operating Revenue | 18,390,935 | 20,359,600 | 20,173,596 | (186,004) |
| Equity Transfer | <u>291,327</u> | <u>100,000</u> | <u>250,000</u> | <u>150,000</u> |
| Total Revenue | 18,682,262 | 20,459,600 | 20,423,596 | (36,004) |

FY21 Budget - Expenditures by Category



FY 21 Budget - Expenditures by Department



FY21 Budget - Expenditures

| | 2019 | 2020 | 2021 | 20-21 |
|------------------------------|------------------|------------------|------------------|------------------|
| | <u>Actual</u> | <u>Original</u> | <u>Original</u> | <u>Variance</u> |
| Expenditures | | | | |
| General Administration | 1,259,287 | 1,355,795 | 1,397,271 | 41,476 |
| Finance | 1,462,817 | 1,546,093 | 1,533,819 | (12,274) |
| Public Safety | 8,295,072 | 8,855,708 | 9,581,327 | 725,619 |
| Public Works | 2,383,947 | 2,407,184 | 2,279,232 | (127,952) |
| Community Development | 732,879 | 790,281 | 753,281 | (37,000) |
| Parks & Recreation | 2,830,635 | 2,864,172 | 2,526,789 | (337,383) |
| 2019 Sales Tax Transfer | - | 742,000 | 1,000,000 | 258,000 |
| Non Departmental & Transfers | <u>1,717,625</u> | <u>1,889,142</u> | <u>1,301,554</u> | <u>(587,588)</u> |
| Total Expenditures | 18,682,262 | 20,450,375 | 20,373,273 | (77,102) |

GENERAL FUND

STATEMENT OF REVENUES & EXPENDITURES

Analysis of Funds Available

| | 2019 | 2020 | 2021 |
|------------------------------|---------------------|---------------------|---------------------|
| | <u>Actual</u> | <u>Midyear</u> | <u>Original</u> |
| Beginning Funds Available | 4,353,168 | 4,061,841 | 3,997,182 |
| Revenues | 18,682,262 | 19,266,600 | 20,423,596 |
| Equity Adjustment | <u>(291,327)</u> | <u>(100,000)</u> | <u>(250,000)</u> |
| Net Funds Available | 22,744,103 | 23,228,441 | 24,170,778 |
| Expenditures | <u>(18,682,262)</u> | <u>(19,231,259)</u> | <u>(20,373,273)</u> |
| Ending Funds Available | 4,061,841 | 3,997,182 | 3,797,505 |
| 20% Fund Balance Requirement | | | 3,739,081 |
| Over/(Under) | | | 58,424 |
| Net Income | | | 50,323 |

Capital & Supplemental Requests FY 21

- ❖ Finance \$64,500
 - ❖ MDT's for patrol vehicles (12)
 - ❖ FuelMaster upgrades

- ❖ Public Safety \$101,869
 - ❖ Increased ETAC fees (information sharing)
 - ❖ Bunker gear (10-12 sets)
 - ❖ Storm siren repair funding
 - ❖ Battalion Chief vehicle

Capital & Supplemental Requests FY 21

- ❖ Public Works \$23,500
 - ❖ Additional funding in Contractual line
 - ❖ Additional funding in Auto supplies line
 - ❖ Mill Attachment (shared with CWSS)
 - ❖ Community Development \$30,000
 - ❖ Replace 2 Codes vehicles
 - ❖ Parks & Recreation \$3,000
 - ❖ Additional funding in Contractual line
- Total General Fund Capital & Supplemental \$222,869**

Capital Equipment Replacement Fund (CERF)



CAPITAL EQUIPMENT REPLACEMENT FUND

STATEMENT OF REVENUES & EXPENDITURES

| | 2019 | 2020 | 2021 | |
|---------------------------|------------------|-----------------|-----------------|-----------------|
| | <u>Actual</u> | <u>Original</u> | <u>Original</u> | <u>Variance</u> |
| Revenue Sources | | | | |
| Taxes/Transfers | 408,032 | 552,500 | 475,000 | (77,500) |
| Misc. Revenue | 80,916 | 95,500 | 101,000 | 5,500 |
| Equity Transfer | - | - | - | - |
| Total Revenue | <u>488,948</u> | <u>648,000</u> | <u>576,000</u> | <u>(72,000)</u> |
| Expenditures | | | | |
| Capital Expenditures | 2,404,578 | 300,000 | 300,000 | - |
| Debt Requirements | 25,592 | 61,609 | 88,960 | 27,351 |
| Transfers out | <u>35,130</u> | <u>200,000</u> | <u>150,000</u> | <u>(50,000)</u> |
| Total Expenditures | <u>2,465,300</u> | <u>561,609</u> | <u>538,960</u> | <u>(22,649)</u> |

Analysis of Funds Available

| | 2019 | 2020 | 2021 |
|---------------------------|--------------------|------------------|------------------|
| | <u>Actual</u> | <u>Midyear</u> | <u>Original</u> |
| Beginning Funds Available | 2,146,059 | 169,706 | 256,097 |
| Revenues | 488,948 | 648,000 | 576,000 |
| Equity Adjustment | - | - | - |
| Net Funds Available | 2,635,007 | 817,706 | 832,097 |
| Expenditures | <u>(2,465,300)</u> | <u>(561,609)</u> | <u>(538,960)</u> |
| Ending Funds Available | 169,706 | 256,097 | 293,137 |
| Net Income | | | 37,040 |



FY20 BUDGET

Public Safety Sales Tax Fund

PUBLIC SAFETY SALES TAX FUND
STATEMENT OF REVENUES & EXPENDITURES

| | 2019 | 2020 | 2021 | |
|------------------------------|----------------|-----------------|-----------------|-----------------|
| | <u>Actual</u> | <u>Original</u> | <u>Original</u> | <u>Variance</u> |
| Revenue Sources | | | | |
| Sales Tax | 858,079 | 844,075 | 894,075 | 50,000 |
| Misc. Revenue & Transfers | 9,368 | 14,600 | 14,600 | - |
| Equity Transfer | - | 81,553 | 44,000 | (37,553) |
| Total Revenue | <u>867,447</u> | <u>940,228</u> | <u>952,675</u> | <u>12,447</u> |
| Expenditures | | | | |
| PSST Law | 652,649 | 656,601 | 696,942 | 40,341 |
| Non Departmental & Transfers | <u>237,596</u> | <u>283,627</u> | <u>253,827</u> | <u>(29,800)</u> |
| Total Expenditures | <u>890,244</u> | <u>940,228</u> | <u>950,769</u> | <u>10,541</u> |

Analysis of Funds Available

| | 2019 | 2020 | 2021 |
|---------------------------|------------------|------------------|------------------|
| | <u>Actual</u> | <u>Midyear</u> | <u>Original</u> |
| Beginning Funds Available | 245,708 | 222,911 | 141,358 |
| Revenues | 867,447 | 940,228 | 952,675 |
| Equity Adjustment | - | (81,553) | (44,000) |
| Net Funds Available | 1,113,155 | 1,081,586 | 1,050,033 |
| Expenditures | <u>(890,244)</u> | <u>(940,228)</u> | <u>(950,769)</u> |
| Ending Funds Available | 222,911 | 141,358 | 99,264 |
| Net Income | | | 1,906 |

Capital & Supplemental Requests FY 21

- ❖ PSST

- ❖ (2) 2020 Ford Explorer interceptors with
equipment \$88,000

Combined Water and Sewerage Fund (CWSS)



COMBINED WATERWORKS & SEWER SYSTEM FUND

STATEMENT OF REVENUES & EXPENDITURES

| | 2019 <u>Actual</u> | 2020 <u>Original</u> | 2021 <u>Original</u> | <u>Variance</u> |
|------------------------|-----------------------|-------------------------|-------------------------|------------------|
| Revenue Sources | | | | |
| Water | 4,163,710 | 4,367,765 | 4,403,600 | 35,835 |
| Sanitation | 6,361,254 | 6,828,140 | 7,101,872 | 273,732 |
| Misc. Revenue | <u>213,125</u> | <u>172,000</u> | <u>139,744</u> | <u>(32,256)</u> |
| Operating Revenue | 10,738,089 | 11,367,905 | 11,645,216 | 277,311 |
| Equity Transfer | <u>-</u> | <u>362,338</u> | <u>200,000</u> | <u>(162,338)</u> |
| Total Revenue | 10,738,089 | 11,730,243 | 11,845,216 | 114,973 |

COMBINED WATERWORKS & SEWER SYSTEM FUND **STATEMENT OF REVENUES & EXPENDITURES**

| | 2019 | 2020 | 2021 | |
|--------------------------------|------------------|------------------|------------------|-----------------|
| | <u>Actual</u> | <u>Original</u> | <u>Original</u> | <u>Variance</u> |
| Expenditures | | | | |
| Water Production | 1,284,490 | 1,346,354 | 1,335,560 | (10,794) |
| Water Operations & Maintenance | 1,283,712 | 1,906,051 | 2,043,811 | 137,760 |
| Sewer Collection | 416,597 | 456,092 | 523,967 | 67,875 |
| Non Departmental & Transfers | 6,210,989 | 6,789,549 | 6,884,822 | 95,273 |
| Debt Requirements | <u>1,055,599</u> | <u>1,063,610</u> | <u>1,050,935</u> | <u>(12,675)</u> |
| Total Expenditures | 10,251,387 | 11,561,656 | 11,839,095 | 277,439 |

COMBINED WATERWORKS & SEWER SYSTEM FUND

STATEMENT OF REVENUES & EXPENDITURES

Analysis of Funds Available

| | 2019 | 2020 | 2021 |
|------------------------------|---------------------|---------------------|---------------------|
| | <u>Actual</u> | <u>Midyear</u> | <u>Original</u> |
| Beginning Funds Available | 3,267,013 | 3,753,715 | 3,559,964 |
| Revenues | 10,738,089 | 11,730,243 | 11,845,216 |
| Equity Adjustment | <u>-</u> | <u>(362,338)</u> | <u>(200,000)</u> |
| Net Funds Available | 14,005,102 | 15,121,620 | 15,205,180 |
| Expenditures | <u>(10,251,387)</u> | <u>(11,561,656)</u> | <u>(11,839,095)</u> |
| Ending Funds Available | 3,753,715 | 3,559,964 | 3,366,085 |
| 20% Fund Balance Requirement | | | 2,314,319 |
| Over/(Under) | | | 1,051,766 |
| Net Income | | | 6,121 |

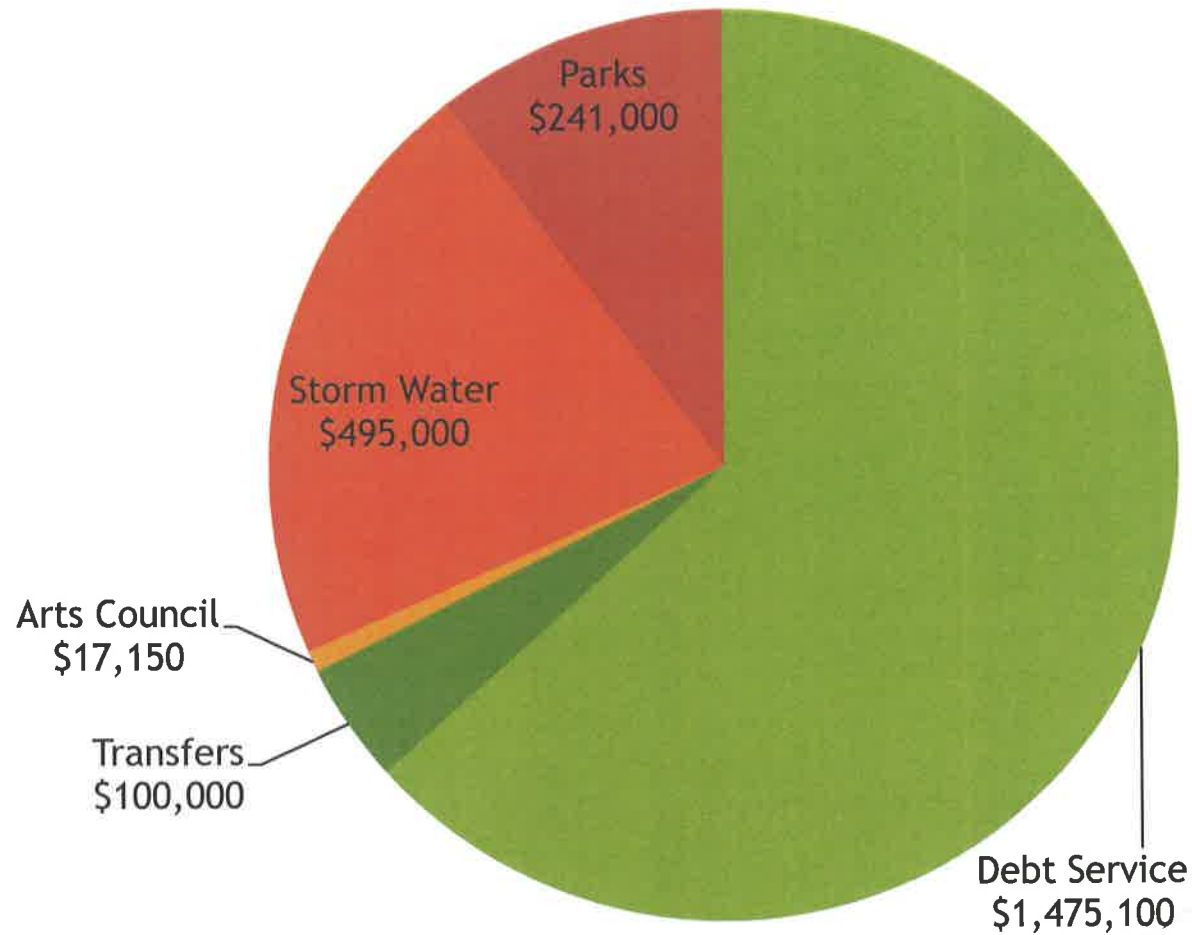
Capital & Supplemental Requests FY 21

- ❖ Operations & Maintenance \$267,500
 - ❖ Water Sustainability Master Plan update
 - ❖ Excavator with trailer
 - ❖ ½ ton 4x4 truck
 - ❖ Mill attachment (shared with General Fund)



FY21 BUDGET
Capital Improvement Program (CIST &
TST)

Capital Improvement Sales Tax fund Expenditures



CITY OF GLADSTONE
Capital Improvement Sales Tax

Budgeted Revenues

| | |
|--|-------------------------|
| Sales Tax | 1,715,000 |
| Interest | 2,500 |
| DNR Grant - NE 76th Street & N. Tracy | 80,000 |
| DNR Grant - Carriage Commons Box Culvert | 52,360 |
| 2017 Lease Purchase | <u>200,000</u> |
| Total Budgeted Revenue | <u>2,049,860</u> |

Budgeted Expenditures

| | |
|--|---------|
| Debt Service | |
| 2017 Lease Purchase (Ends 6/1/32) | 93,000 |
| 2011 COP - Refinanced 2017 (Ends 6/1/23) | 356,200 |
| 2016 Lease Purchase (Ends 1/22/30) | 97,000 |
| 2015 COP - Refinanced 2017 (Ends 6/1/26) | 678,000 |
| 2015 COP (Ends 6/1/30) | 114,000 |
| The Heights - (Ends 7/1/36) | 136,900 |
| Engineering Transfer | 100,000 |
| Arts Council | 17,150 |

Storm water Projects

| | |
|--|---------|
| Storm water Master Plan Implementation | |
| Storm water Master Plan - Carriage Commons Box Culvert | 150,000 |
| Storm water Master Plan - NE 76th St & N. Tracy | 150,000 |
| Storm water Master Plan - Phase 1 NE 68th & N. Bellefontaine | 120,000 |
| Misc. Storm water Projects | 75,000 |

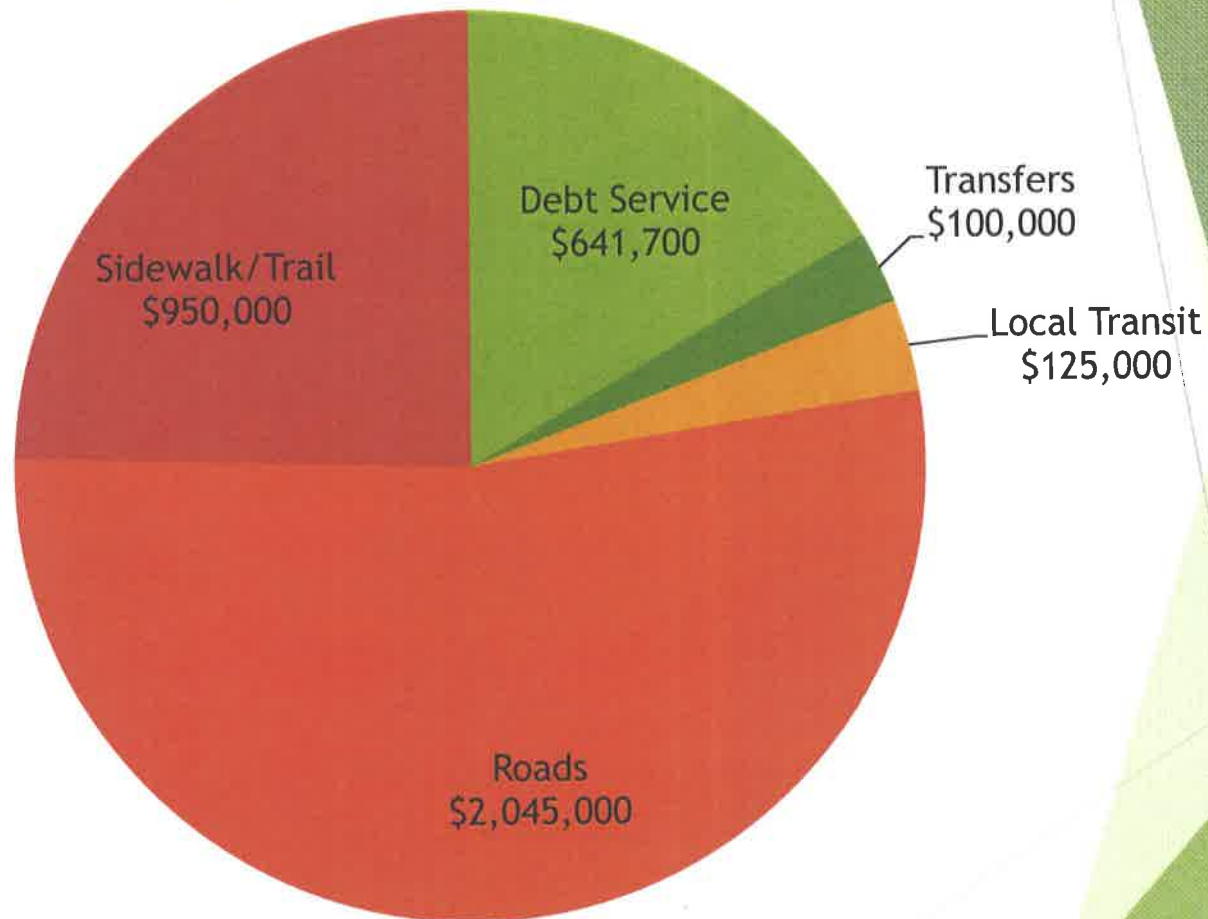
Park Projects

| | |
|--|---------|
| Parks Master Plan Implementation | |
| Hamilton Heights Park Play Surface | 16,000 |
| Oak Grove Park Concessions | 200,000 |
| Parks Trail Replacement Program - Happy Rock | 25,000 |

Facility Projects

| | |
|--|--------------------------|
| Shaping Our Future - Police Station/Fire Station Improvements* | |
| Total Budgeted Expenditures | <u>2,328,250</u> |
| Est Funds Available | <u>\$ 150,518</u> |

Transportation Sales Tax fund Expenditures



CITY OF GLADSTONE

Transportation Sales Tax Projects

Budgeted Revenues

| | |
|---|-------------------------|
| Sales Tax | 1,715,000 |
| Interest | 2,500 |
| Transfer from GF-Prop Tax (sidewalks) | 50,000 |
| Transfer from GF-Prop Tax (transit) | 50,000 |
| Transfer from CWSS (street maintenance) | 50,000 |
| Special Road District Funds | 325,000 |
| Recovery Zone Bonds (RZB) Subsidy | 14,324 |
| 2017 Lease Purchase | 650,000 |
| Rock Creek Greenway - Phase 2 TAP Grant | 400,000 |
| NE 76th Street STP Grant | 600,000 |
| Total Budgeted Revenue | <u>3,856,824</u> |

Budgeted Expenditures

| | |
|--|---------|
| Debt Service | |
| 2017 Lease Purchase (Ends 6/1/32) | 111,000 |
| 2011 COP - Refinanced 2017 (Ends 6/1/23) | 55,000 |
| 2015 COP (Ends 6/1/30) | 34,000 |
| 2015 COP - Refinanced 2017 (Ends 6/1/26) | 100,000 |
| 2010 GO (Ends 3/1/23) | 226,700 |
| The Heights - (Ends 7/1/36) | 115,000 |
| Engineering Transfer | 100,000 |
| Local transit | 50,000 |
| KCATA & Stop Improvements | 75,000 |

Road Projects*

| | |
|--|-----------|
| Street Mill & Overlay Program | 450,000 |
| Intermediate Maintenance | 150,000 |
| City Intermediate Maintenance - Community Center | 20,000 |
| NE 76th Street Construction | 1,100,000 |
| Road District Project - TBD | 325,000 |

Sidewalk/Trail Projects*

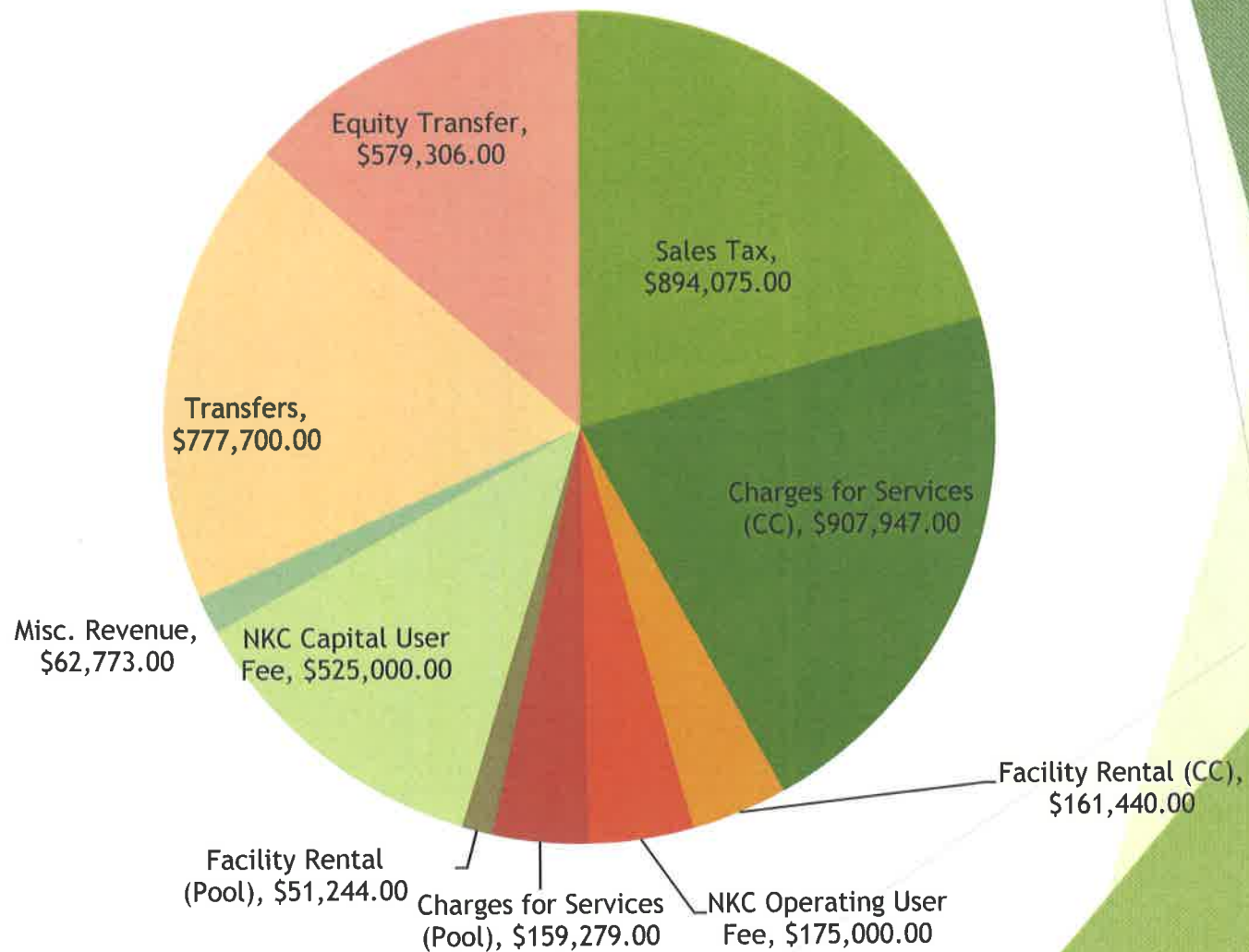
| | |
|---|---------|
| Curb, Gutter, Sidewalk Replacement | 100,000 |
| ADA/Curb cut Sidewalks | 50,000 |
| Traffic/Ped Signal Upgrades - N. Oak & NE 72nd St | 50,000 |
| Rock Creek Greenway Trail - Phase 2 | 750,000 |

| | |
|------------------------------------|-------------------------|
| Total Budgeted Expenditures | <u>3,861,700</u> |
| Est Funds Available | <u>\$ 54,936</u> |

Community Center & Parks Tax Fund (CCPT)



CCPT Revenues

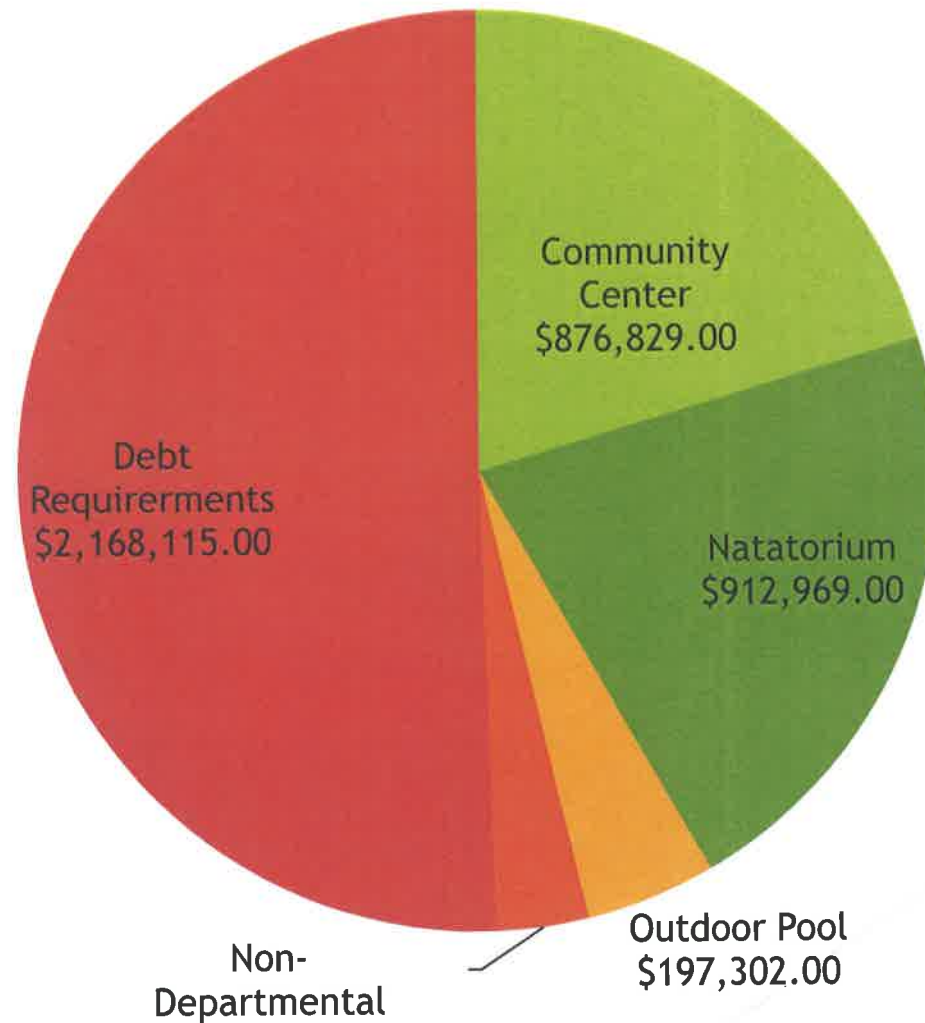


COMMUNITY CENTER PARKS SALES TAX FUND

STATEMENT OF REVENUES & EXPENDITURES

| | 2019 | 2020 | 2021 | |
|--|------------------|------------------|------------------|------------------|
| | <u>Actual</u> | <u>Original</u> | <u>Original</u> | <u>Variance</u> |
| Revenue Sources | | | | |
| Community Center/Natatorium | | | | |
| Sales Tax | 858,104 | 894,075 | 894,075 | - |
| Charges for Services | 1,068,172 | 1,126,325 | 907,947 | (218,378) |
| Facility Rental | 189,929 | 181,000 | 161,440 | (19,560) |
| NKC Operating User Fee | <u>175,000</u> | <u>175,000</u> | <u>175,000</u> | <u>-</u> |
| Total Community Center/Natatorium | <u>2,291,206</u> | <u>2,376,400</u> | <u>2,138,462</u> | <u>(237,938)</u> |
| Outdoor Pool | | | | - |
| Charges for Services | 187,387 | 187,500 | 159,279 | (28,221) |
| Facility Rental | <u>60,284</u> | <u>75,000</u> | <u>51,244</u> | <u>(23,756)</u> |
| Total Outdoor Pool | <u>247,671</u> | <u>262,500</u> | <u>210,523</u> | <u>(51,977)</u> |
| Total Operating Revenue | <u>2,538,877</u> | <u>2,638,900</u> | <u>2,348,985</u> | <u>(289,915)</u> |
| | | | | - |
| NKC Capital User Fee | 525,000 | 525,000 | 525,000 | - |
| Misc. Revenue | 61,329 | 58,200 | 62,773 | 4,573 |
| Transfers in | 749,500 | 769,315 | 777,700 | 8,385 |
| Equity Transfer | <u>295,948</u> | <u>232,350</u> | <u>579,306</u> | <u>346,956</u> |
| Total Non-Operating Revenue | <u>1,631,777</u> | <u>1,584,865</u> | <u>1,944,779</u> | <u>359,914</u> |
| Total Revenue | <u>4,170,654</u> | <u>4,223,765</u> | <u>4,293,764</u> | <u>69,999</u> |

CCPT Expenditures



COMMUNITY CENTER PARKS SALES TAX FUND

STATEMENT OF REVENUES & EXPENDITURES

| | 2019 | 2020 | 2021 | |
|---------------------------|------------------|------------------|------------------|-----------------|
| | <u>Actual</u> | <u>Original</u> | <u>Original</u> | <u>Variance</u> |
| Expenditures | | | | - |
| Community Center | 910,627 | 859,418 | 876,829 | 17,411 |
| Natatorium | 806,074 | 884,860 | 912,969 | 28,109 |
| Outdoor Pool | 198,141 | 179,938 | 197,302 | 17,364 |
| Non-Departmental | 117,767 | 138,549 | 138,549 | - |
| Debt Requirements | <u>2,138,045</u> | <u>2,161,000</u> | <u>2,168,115</u> | <u>7,115</u> |
| Total Expenditures | 4,170,654 | 4,223,765 | 4,293,764 | 69,999 |

Analysis of Funds Available

| | 2019 | 2020 | 2021 |
|---------------------------|--------------------|--------------------|--------------------|
| | <u>Actual</u> | <u>Midyear</u> | <u>Original</u> |
| Beginning Funds Available | 1,895,397 | 1,599,449 | 881,120 |
| Revenues | 4,170,654 | 4,133,629 | 4,293,764 |
| Equity Adjustment | <u>(295,948)</u> | <u>(718,330)</u> | <u>(579,306)</u> |
| Net Funds Available | 5,770,103 | 5,014,748 | 4,595,578 |
| Expenditures | <u>(4,170,654)</u> | <u>(4,133,628)</u> | <u>(4,293,764)</u> |
| Ending Funds Available | 1,599,449 | 881,120 | 301,814 |

Capital & Supplemental Requests FY 21

- ❖ Community Center \$7,956
 - ❖ Backflow deficiency replacement

- ❖ Natatorium \$14,862
 - ❖ Backflow deficiency replacement
 - ❖ Flowmeter replacement

FY21 Budget

Comments / Questions?

Thanks to:

City Council

Budget Team

Scott Wingerson

Bob Baer

Charlene Leslie

Tim Nebergall

Austin Greer

Dominic Accurso

Ryan Johnston



BILL NO. 20-18

ORDINANCE NO. 4.518

AN ORDINANCE AUTHORIZING AND APPROVING A LINDEN BLOCK 25 CID CONTRACT BETWEEN THE CITY OF GLADSTONE, MISSOURI, LINDEN BLOCK 25 COMMUNITY IMPROVEMENT DISTRICT, AND SREH MAG GLADSTONE PARTNERS, LLC.

WHEREAS, the City Council did on July 29, 2019, pass Ordinance No. 4.481, which approved of the establishment of the Linden Block 25 Community Improvement District within the City of Gladstone in accordance with Section 67.1401 *et seq.*, RSMo; and

WHEREAS, the City of Gladstone, the Linden Block 25 Community Improvement District, and SREH MAG Gladstone Partners, LLC, desire to enter into the attached CID Contract to provide for the administration of the Linden Block 25 Community Improvement District.

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

SECTION 1. That the City Manager is hereby authorized to enter into the Linden Block 25 CID Contract between the City of Gladstone, the Linden Block 25 Community Improvement District, and SREH MAG Gladstone Partners, LLC in substantially the form presented to and approved by the City Council of the City of Gladstone at this meeting and attached to this Ordinance as **Exhibit A**. The Mayor, the City Manager and other appropriate City Officials are authorized to execute all other documents deemed necessary to the effectuation of this Ordinance on behalf of the City of Gladstone.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22nd DAY OF JUNE, 2020.

Jean B. Moore, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk

Exhibit A

Linden Block 25 CID Contract between the City of Gladstone, Missouri, the Linden Block 25 Community Improvement District, SREH MAG Gladstone Partners, LLC.



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 20-18

ORD # 4.518

Date: 6/9/2020

Department: General Administration

Meeting Date Requested: 6/22/2020

Public Hearing: Yes ☒ Date: 6/22/2020

Subject: Linden Block 25 CID Contract

Background: On July 29, 2019, the City Council approved the formation of the Linden Block 25 Community Improvement District (the "District") for the purpose of remediating blighted conditions and the construction and reconstruction of certain public improvements, including the construction and reconstruction of landscaping and public art, all within the boundaries of the District. The Linden Block 25 CID Contract memorializes the duties and obligations of the City, the District, and SREH MAG Gladstone Partners, LLC, in regard to the use of CID Sales Tax, which is to be imposed within the District's boundaries, and reimbursement of the parties to the contract for certain actions taken, and to be taken, to carry out the purpose and the projects of the District.

Budget Discussion: NA

Public/Board/Staff Input: City Staff recommends approval of the Ordinance, which authorizes the execution of the Linden Block 25 CID Contract, to further the City's stated goals of remediating blighted conditions along the North Oak Corridor and to increase the walkability and beautification of the North Oak Corridor. Ordinance and Contract to follow.

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

Bob Baer
Department Director/Administrator

PC
City Attorney

SW
City Manager

LINDEN BLOCK 25 CID CONTRACT

among the

CITY OF GLADSTONE, MISSOURI,

LINDEN BLOCK 25 COMMUNITY IMPROVEMENT DISTRICT,

and

SREH MAG GLADSTONE PARTNERS, LLC

dated as of

_____, 2020



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LINDEN BLOCK 25 CID CONTRACT

THIS LINDEN BLOCK 25 CID CONTRACT (this “**Cooperative Agreement**”), entered into as of this ____ day of _____, 2020, by and among the **CITY OF GLADSTONE, MISSOURI**, a third class city and political subdivision of the State of Missouri (the “**City**”), the **LINDEN BLOCK 25 COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), and **SREH MAG GLADSTONE PARTNERS, LLC**, a Delaware limited liability company (the “**Developer**”) (the City, the District and the Developer being collectively referred to herein as “**Parties**,” and individually as a “**Party**,” as the context so requires).

WITNESSETH:

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”), the City is authorized and empowered to establish a community improvement district as proposed by a verified petition; and

WHEREAS, in accordance with the requirements of the CID Act, the City filed a Petition for the creation of the District with the Clerk of the City on July 11, 2019 (the “**Petition**”), to form the District; and

WHEREAS, on July 12, 2019, the City Clerk verified the Petition and set a public hearing for the consideration of the Petition, pursuant to Section 67.1421.1 of the CID Act; and

WHEREAS, after notice of the public hearing was given by publication and individually to each property owner within the District, a public hearing was held on July 29, 2019, regarding the creation of the District; and

WHEREAS, the City, pursuant to Ordinance No. 4.481, passed and approved by the City Council of the City on July 29, 2019, created the District in accordance with the CID Act (the “**CID Ordinance**”), which includes the property described on Exhibit C attached hereto and incorporated herein by reference (“**District Area**”); and

WHEREAS, the District is authorized under the CID Act to undertake the District Project (as defined herein and described in the Petition and in Exhibit A, attached hereto and incorporated herein by reference), which includes certain improvements within the boundaries of the District, and

WHEREAS, the District is authorized under the CID Act and the Petition to impose a sales tax which will be used to reimburse the City and Developer for Reimbursable Project Costs (as defined herein) and for certain other purposes relating to the administration of the District and the implementation of the District Project;

WHEREAS, the City, the District and the Developer desire to enter into this Cooperative Agreement to set forth the Parties’ respective duties and obligations with respect to the administration, enforcement, and operation of the District; and

WHEREAS, the City, pursuant to Ordinance No. _____, passed and approved by the City Council of the City on _____, 2020, authorized the execution of this Cooperative Agreement; and

AGREEMENT

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

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS

Section 1.1 Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions. Unless otherwise defined herein, all capitalized words or terms used in this Cooperative Agreement and defined in this Agreement shall have the meaning ascribed to them in this Agreement. In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise.

“Agreement” shall mean this Cooperative Agreement, as amended from time to time in accordance with its terms.

“Authorized City Representative” means the Mayor, City Manager, Assistant City Manager or City Clerk or such other person or persons from time to time designated by the City Council as the person or persons authorized to act on behalf of the City under this Agreement.

“Authorized District Representative” means the Executive Director or the individual or entity duly appointed by the District to act as its agent in connection with the administration and operation of the District Revenues.

“Board of Directors” means the board of directors of the District, in accordance with the CID Act, the Petition and the CID Ordinance.

“CID Act” means the Community Improvement District Act, Sections 67.1401, et seq., of the Revised Statutes of Missouri, as amended.

“CID Obligations” means bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the District.

“CID Ordinance” means Ordinance No. 4.482 passed and approved by the City Council on July 29, 2019, creating the District in accordance with the CID Act.

“CID Sales Tax” means a one percent (1%) sales tax levied by the District on taxable sales within the District’s boundaries

“City” means the City of Gladstone, Missouri, a third-class city and political subdivision of the State.

“City Code” means the Code of Ordinances of the City, as amended.

"CID Revenue Fund" means the fund established pursuant to this Agreement which includes the CID Sales Tax Account.

"City Council" means the governing body of the City.

"County Recorder" means the Clay County Recorder of Deeds.

"Developer" means SREH MAG Gladstone Partners, LLC, a Missouri limited liability company, together with its successors and/or assigns.

"Development" means the project or portion thereof located approximately at the intersection of 69th Street and N. Oak Trafficway.

"District" means the Linden Block 25 Community Improvement District, a political subdivision of the State.

"District Project" means the improvements within the boundaries of the District as described in Exhibit C, attached hereto and incorporated herein by reference, which may be completed in phases.

"District Revenues" means the proceeds of the CID Sales Tax Revenues shall not include (a) (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, and (d) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum.

"Event of Default" means any event specified in **Section 7.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body, unforeseen site conditions, material litigation commenced by parties other than a Party and not caused by any Party's failure to perform and any other excusable delays as defined in this Agreement. Excusable Delays shall extend the time of performance as further provided in **Section 7.5** hereof.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for implementation and construction of the District Project.

"Mayor" means the Mayor of the City.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, financial auditing services, insurance, administration collection, and enforcement of the CID Sales Tax and other consultants or services.

"Permitted Assigns" means any entity controlled by the Developer or the principals of the Developer, or a related entity of either or both.

“Petition” means the petition to establish the Linden Block 25 Community Improvement District, as amended, filed with the City on or about July 11, 2019.

“Property” means all of the real property legally described on Exhibit C, attached hereto and incorporated herein by reference, which constitute the boundaries of the District.

“Reimbursable Project Costs” means all actual and reasonable costs and expenses that are incurred by or at the direction of the Developer with respect to construction of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Projects that are constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Projects, including but not limited to the following:

(a) all actual and reasonable costs of the District Projects as estimated in Exhibit A plus any costs of formation of the District;

(b) all administrative costs of the District advanced by the Developer pursuant to the terms of this Agreement; and

(c) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Project and which may lawfully be paid or incurred by the District under the CID Act.

“Reimbursement Certificate” means a certificate identifying Reimbursable Project Costs in substantially the form of Exhibit B, attached hereto and incorporated herein by this reference. Such certificate is only required if this Agreement is no longer effective. Otherwise, the process outlined in this Agreement shall be followed.

“State” means the State of Missouri.

ARTICLE II. REPRESENTATIONS OF PARTIES

Section 2.1 Representations by the District. As of the effective date of this Agreement, the District represents that:

(a) The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State, including particularly the CID Act.

(b) The District, by proper action of its Board of Directors, will be duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or

encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

(d) There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

(e) The District acknowledges that the funding and construction of the District Projects are of significant value to the District, the property within the District and the general public. The District finds and determines that the District Projects will promote the economic welfare and the development of the City and the State through: (i) the creation of temporary and permanent jobs; (ii) the stimulation of additional development within the District; (iii) the increase in local and state tax revenues; and (iv) the remediation of blighted conditions present in the District. Further, the District finds that the District Projects conform to the purposes of the CID Act.

Section 2.2 Representations by the City. As of the effective date of this Agreement, the City represents that:

(a) The City is duly organized and existing under the Constitution and laws of the State, as a third-class city and is a political subdivision in which the District is located.

(b) The City is authorized to enter into this Agreement and to carry out its obligations under this Agreement and the Mayor has been duly authorized to execute and deliver this Agreement.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(d) There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3 Representations by the Developer. As of the effective date of this Agreement, the Developer represents that:

(a) The Developer is a limited liability company duly organized and existing under the laws of the State of Delaware and authorized to do business in the State.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise

impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

(c) The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(e) No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, the District Projects, or Developer's affiliates or any member or owners of the Developer relating to the District Projects. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(f) To the Developer's actual knowledge, the Developer is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court having jurisdiction over the District Projects as contemplated by this Agreement.

ARTICLE III. COLLECTION OF FUNDS

Section 3.1 Imposition of the CID Sales Tax . The District has approved a resolution, subject to the approval of the District's qualified voters, that imposes the CID Sales Tax. The CID Sales Tax shall appear before the qualified voters by mail-in ballot. If the ballot measure passes, the District shall notify the Missouri Department of Revenue of the election results.

Section 3.2. Administration and Collection of the CID Sales Tax. The CID Sales Tax shall be collected by the Missouri Department of Revenue pursuant to the procedures set forth in the CID Act, and shall be deposited in accordance with this Agreement, including without limitation, the amounts to be deposited in the CID Sales Tax Account as defined therein. Upon the expiration or termination of the this Agreement, the CID Sales Tax may be deposited by the District in any manner authorized by the Petition, as amended, and the CID Act.

Section 3.3. District's Administrative Costs. The CID Revenue Fund shall be used to reimburse administrative costs identified in the Petition, and the Operating Costs or for any other lawful purpose of the District, as determined by the Board of Directors and permitted of this Agreement. The expected administrative costs shall be included in the District's annual budget, as provided in **Section 4.1** of this Agreement.

Section 3.4 Records of the District Revenues. The District, shall keep accurate records of the District Revenues collected. Any District records pertaining to the CID Sales Tax shall be provided to any person upon written request, to the extent permitted by law.

Section 3.5 Repeal of the CID Sales Tax. As long as any Reimbursable Project Costs remain unpaid or any CID Obligations remain outstanding, the District shall not repeal or reduce the CID Sales Tax. Upon satisfaction in full of payment of all Reimbursable Project Costs and CID Obligations and if the District expects no further certifications to be made, the District shall immediately implement the procedures in the CID Act for repeal of the CID Sales Tax and for abolishment of the District. Upon repeal of the CID Sales Tax, the District shall:

- (a) Pay all outstanding Operating Costs; and
- (b) Retain any remaining District Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE IV. ANNUAL REPORTING

Section 4.1 Annual Budget; Annual Financial Statements.

(a) Pursuant to Section 67.1471 of the CID Act, for each subsequent fiscal year, the District shall, no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City, which shall be approved by the Board of Directors no later than 30 days prior to the first day of each fiscal year. The City may review and comment on such budget and may provide written recommendations, if any, no later than 90 days prior to such new fiscal year; provided that such recommendations shall not be binding upon the District. Within 120 days after the end of each fiscal year, the District shall submit to the City Clerk copies of the written resolutions approved by District during such fiscal year. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.010 Revised Statutes of Missouri, as amended. The fiscal year of the District shall be the same as that of the City, which shall be a fiscal year beginning July 1 and ending June 30.

(b) The District shall promptly, and in any event within 120 days after the end of each fiscal year, provide to the Developer and the City copies of the annual financial statements of the District prepared by an independent certified public accounting firm.

ARTICLE V. FINANCING CID PROJECTS

Section 5.1 Design and Construction of CID Projects. The District and the City hereby acknowledge that the District Projects are being undertaken pursuant to this Agreement. The District and City hereby further acknowledge that the Developer plans to construct the District Projects in accordance with the plans filed and approved by the City and this Agreement. The District's primary role is to fund and/or assist in the funding of the District Projects. The District Projects shall be carried out by or at the direction of the Developer or the City, subject to Applicable Laws and Requirements. The Developer shall comply with all Applicable Laws and Requirements relating to public bidding, posting of bonds, prohibitions and requirements contained in Chapters 67, 107, 208, 285, 292, and 650, RSMo (as applicable) and payment of prevailing wages to contractors or subcontractors of Developer for construction of the Development and District Projects, if applicable. The parties agree that the

Development and District Projects are “public works” under the provisions of Section 107.170, RSMo. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from the failure of either Developer or its contractor or subcontractor to comply with applicable laws.

Section 5.2 Priority of District Revenues. District Revenue shall be available annually to first pay the reimburse Developer’s remaining Reimbursable Project Costs and then to reimburse Developer for any advances for Operating Costs and then for any other lawful purpose of the District. These priority payments are authorized hereunder and under this Agreement in consideration of the City granting access to infrastructure financed and constructed by the City to property in the District as necessary for development to occur which benefits the property in the District.

Section 5.3 Financing the District Projects. Project costs will be certified and allocated as eligible for reimbursement by the District and reimbursed from the CID Revenue Fund or as otherwise provided by this Agreement. Once a project cost amount is certified and reimbursed from the applicable account, it may not be reimbursed again from the applicable account or from District Revenues.

Section 5.4 CID Reimbursable Project Costs .

(a) If this Agreement is effective then Reimbursement Requests shall be submitted pursuant to the procedure described in “Request for Certification” provided in this Agreement. If this Agreement is no longer effective, Developer shall submit its request for certification of CID Reimbursable Project Costs substantially in the form attached hereto as Exhibit B to the District for approval. The District shall review and approve the Reimbursement Certificate to verify that the expenditures are eligible for reimbursement. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District determines, in its reasonable discretion, that the project costs are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment from the CID Sales Tax Account in accordance with this Agreement shall be approved. If the District decides not to approve the Reimbursement Certificate, the District shall notify the Developer in writing and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the District shall hold a hearing at which the Developer may challenge the District’s determination, including presentation of new and/or additional evidence.

Section 5.5 Governance of the District.

(a) The Board of Directors shall consist of five (5) members to be appointed by the Mayor with the consent of the City Council pursuant to the CID Act, the Petition and the CID Ordinance. The number of persons constituting the Board of Directors shall not be increased by the District without the consent of both the Developer (but only as long as the Developer owns property in the District or Developer has not been reimbursed for all remaining Reimbursable Project Costs) and the City.

(b) Each director must have all of the following characteristics:

- (i) be a citizen of the United States;
- (ii) be a Missouri resident for at least one year prior to appointment to the Board of Directors;
- (iii) be at least eighteen (18) years of age; and
- (iv) be either:

- (A) an owner as defined in Section 67.1401.2(11) of the CID Act of real property located within the District (or a legally authorized representative thereof); or
- (B) a business operating within the District (or a legally authorized representative thereof); or
- (C) a registered voter residing within the District.

Section 5.6 Ownership and Maintenance of District Projects. The District shall have no ownership of the District Projects. The District Projects shall be owned by the Developer or the City, as applicable. Any District Project to be owned by the City must be affirmatively accepted by the City in writing. The District shall not be responsible for maintenance of the District Projects. The owner of the District Projects shall be responsible for maintenance of the District Projects, except that portion of the District Projects located in public right-of-way.

ARTICLE VI. SPECIAL COVENANTS

Section 6.1 Records of the District.

(a) The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. Pursuant to Section 67.1471 of the CID Act, the District shall, within 120 days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors during the fiscal year.

(b) The District shall make its books and records available to the City and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be an Operating Cost payable by the District or the Developer in accordance with this Agreement. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties shall at all times during regular business hours be open to the inspection of such consultants (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as the District reasonably requires).

Section 6.2 Developer's Covenants Related to the District. The Developer covenants and agrees as follows:

(a) The Developer shall in good faith cooperate and assist the District by taking all reasonable actions necessary to cause District Revenues to be paid and deposited in accordance with this Agreement, including its cooperation with the District, Clay County, Missouri, or the Authorized District Representative in the enforcement and collection of all such payments through all reasonable and ordinary means of enforcement.

(b) The Developer shall not cause the District to impose any other sales taxes, special assessments, real property taxes or other fees or charges for use of property owned by the District not authorized by the Petition without the prior written consent and requisite approval of the City.

(c) The Developer shall notify the District in writing of any sale, lease, transfer or other disposition of any real property within the District that is owned by the Developer or a related entity, which notice shall be given within 15 days after the date of said sale, lease, transfer or other disposition. Said notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the District and shall identify the real property sold, leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

(d) The Developer shall cooperate with the District and the City to obtain approval of any proposal for the abolishment of the District pursuant to the CID Act, subject to the terms of this Agreement and the CID Act.

The Developer's covenants in this Section shall run with the land to any purchaser, tenant or transferee of any of the real property within the District owned by the Developer, or a related entity and the Developer shall record or cause to be recorded this Agreement or a memorandum of such covenants with the County Recorder. Upon execution of this Agreement, the Developer shall, or shall cause a related entity to use reasonable efforts to specifically include the covenants in this Section in all deeds, leases and other instruments by which the Developer conveys an interest in real property within the District; provided that, the Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which the Developer has conveyed an interest in real property within the District prior to the execution of this Agreement.

Section 6.3 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and the District and to process and timely consider and respond to all applications for Governmental Approvals as received, all in accordance with the applicable Sections of the City Code and laws of the State. The City shall cooperate with the Developer and the District in their efforts to obtain all approvals for the construction of the District Projects and to provide the Developer and the District with all reasonable assistance in expediting any and all permits necessary to proceed with the District Projects.

ARTICLE VII. DEFAULTS AND REMEDIES

Section 7.1 Events of Default. If any Party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for 60 days (or such longer period of time required if the defaulting Party determines, with the consent of the other Parties, that such default cannot reasonably be cured within such 60-day period) after a non-defaulting Party has given written notice to the defaulting Party specifying such default and an opportunity to cure, such event shall constitute an Event of Default under this Agreement.

Section 7.2 Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such Event of Default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

Section 7.3 Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights.

No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.4 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 7.5 Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays; provided, an Excusable Delay shall not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the Party claiming the Excusable Delay, and (c) unless the Party claiming the Excusable Delay provides written notice to the other Parties within 30 days after such Party has actual notice of the claimed event.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Effective Date. This Agreement shall become effective against the Developer and the City on the date set forth herein following the passage of an ordinance by the City Council approving the same, and against the District on the date that the Board of Directors adopts a resolution authorizing execution of the same.

Section 8.2 Federal Work Authorization Program. The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State, and that, to the extent that the employees of the Developer working in connection with the District Projects and the Development apply, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri, as a condition to the receipt of the incentives described herein with respect to the such employees working in connection with the District Projects and the Development.

Section 8.3 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

(a) Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the District or the Developer for damages or otherwise if all or any part of the CID Act or any resolution or ordinance adopted in connection with the creation of the District, the imposition of the District Revenues, the District Projects or this Agreement, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the District or the Developer are prevented from enjoying the rights and privileges hereof; however, if such an event does occur, then the City agrees to cooperate with the Developer to use reasonable good faith efforts to take such actions as are reasonably necessary to re-form the District in a manner consistent with this Agreement.

(b) The District and the Developer release from and covenant and agree that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees, to the extent permitted by law, to hold harmless and indemnify the City, its governing body members, officers, employees, agents and independent contractors, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (1) the creation of the District, (2) the imposition and collection of the District Revenues, (3) the construction of the District Projects, (4) the negligence or willful misconduct of the District or the Developer or any affiliate of Developer which owns an interest in the District Projects, their respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the District Projects, and (5) the District's or the Developer's failure to comply with any applicable state, federal or local laws, regulations and ordinances as applicable to the property within the boundaries of the District.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee or representative of the City shall be personally liable to the District or the Developer or their affiliates (1) in an Event of a Default or breach by any Party under this Agreement or (2) for any amount or any District Obligations which may become due to any Party under the terms of this Agreement.

Section 8.4 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. The District and the City hereby consent that all or any portion of the rights, interests, powers, privileges and benefits accruing to or vested in the Developer under this Agreement may be (a) assigned to an individual or entity related to the Developer or to the Permitted Assigns; or (b) collaterally assigned by the Developer to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the District Projects or the Development, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment.

Section 8.5 Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the State, is responsible for compliance with all applicable State laws and agrees to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable State law.

Section 8.6 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.7 Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid or reputable overnight carrier and addressed as hereinafter specified.

(a) In the case of the District to:

with a copy to:

(b) In the case of the Developer to:

(c) In the case of the City to:

City of Gladstone, Missouri
7010 N Holmes Street
Gladstone, Missouri 64118
Attention: Scott Wingerson

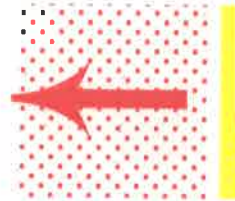
with a copy to:

Williams and Campo, P.C.
400 SW Longview Blvd. #210
Lee's Summit, Missouri 64081
Attention: Chris Williams

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Section 8.8 Applicable Law; Common Representation. This Agreement shall be governed by and construed in accordance with the laws of the State. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation. The District and the City agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the City hereby consent to common representation.

Section 8.9 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of



State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.10 Execution of Counterparts; Electronic Documents. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original 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 in the appropriate court of law.

[The remainder of this page has intentionally been left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF GLADSTONE, MISSOURI

By: _____
Scott Wingerson, City Manager

(SEAL)

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Wingerson, to me personally known, who, being by me duly sworn, did say that said officer is the City Manager of the CITY OF GLADSTONE, MISSOURI, a city of the third class, and that said instrument was signed on behalf of said City by authority of its City Council, and said officer acknowledged said instrument to be the free act and deed of said City.

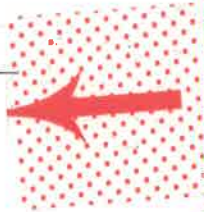
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public in and for said State

please affix seal firmly and clearly in this box

LINDEN BLOCK 25 COMMUNITY IMPROVEMENT
DISTRICT

By: _____
_____, Chair



(SEAL)

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that said individual is the Chair of the LINDEN BLOCK 25 COMMUNITY IMPROVEMENT DISTRICT, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public in and for said State

please affix seal firmly and clearly in this box

SREH MAG Gladstone Partners, LLC

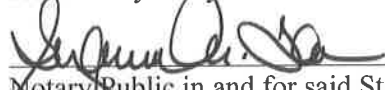
By: 
Robert S. Adoff Manager

ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
COUNTY Cook)

On this 2nd day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert S. Adoff, to me personally known, who, being by me duly sworn, did say that said individual is the Manager of SREH MAG GLADSTONE PARTNERS, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Notary Public in and for said State



please affix seal firmly and clearly in this box

EXHIBIT A
DESCRIPTION OF DISTRICT PROJECTS
AND ESTIMATED REIMBURSABLE PROJECT COSTS

The District Projects consist generally of the following:

- (i) causing certain infrastructure and site improvements to be made for the benefit of the entire District, including but not limited to rough grading the land within the District; and the installation of any signs, sidewalks, streetlights, landscaping or other amenities benefiting the entire District;
- (ii) causing the necessary engineering, planning, administrative, and legal work to be done for formation and development of the District as a whole;
- (iii) employing persons for, or contracting for the provision of, landscape and streetscape maintenance services to access drives, lawns, and parking areas on property open to public view (whether owned by the District or by persons within the District) in the District to improve the appearance and image of the District, including but not limited to purchasing, installing and maintaining trees, shrubs, flowers and other vegetation; maintaining pots and planters; planting and replacing trees located along or adjacent to public rights-of-way and private drives; purchasing, installing, operating and maintaining lighting and public art; mowing, seeding and fertilizing grass and other vegetation located in parks, boulevards and public rights-of-way;
- (iv) hiring or contracting for personnel to staff and provide services to the District, and furnishing and equipping such staff necessary to provide the services described above;
- (v) establishing a reserve fund for future maintenance expenses and the replacement or repair of capital improvements which constitute the District Project; and
- (vi) performing any other services and improvements authorized under the Act.

The estimated Project Costs to be reimbursed by the District shall include, but not be limited to the following costs necessary for the construction of the following public improvements within the District:

| Project Costs | | Total |
|--|--|-------------------|
| Public Improvements: | | |
| Public Art | | \$ 50,000 |
| Signage, Landscaping and Retaining Walls | | \$ 150,000 |
| Total Public Improvements | | \$ 200,000 |
| Soft Costs | | |
| Professional Services | | \$ 50,000 |
| Total Soft Costs | | \$ 50,000 |
| TOTAL PROJECT COSTS | | \$ 250,000 |

Amounts set forth above are net estimated cost reimbursements and do not include (other than certain limited interest and financing costs during the construction and ramp-up period to stabilization) interest expenses, financing expenses, fees, or costs of issuance for bonds, notes, or any other financing instrument, all of which are eligible costs of the District.

The cost estimates set forth in this Budget are reasonable best estimates at the time of approval of this District and it is agreed to and understood that such estimates are subject to change as part of the development process. The amounts and descriptions set forth in the above line items are not caps or limitations. Any such limitation on reimbursement shall only be subject to statutory restrictions.

General Description of Improvements to be Funded by the District:

The District will fund the budgeted expenditures as set forth above, including, without limitation site improvements such as demolition, environmental remediation, public utilities, parking, remediation of blighting conditions, and other improvements and services authorized by the CID Act necessary to carry out the purposes of the District.

EXHIBIT B
CERTIFICATE OF REIMBURSABLE PROJECT COSTS

To: Chair, Linden Block 25 Community Improvement District

City Manager, City of Gladstone, Missouri

Re: Certificate of Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 20__ (the "Agreement"), among the City of Gladstone, Missouri (the "City"), the Linden Block 25 Community Improvement District (the "District"), and SREH MAG Gladstone Partners, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 attached hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the District Project.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the District, and no part thereof has been included in any other certificate previously filed with the District.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the Developer under the Agreement.
9. Attached to this Certificate is a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri with respect to the employees of the Developer working in connection with the District Project and the Development.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.
11. Receipts are attached and spreadsheet submitted showing budget amount and costs, payee, percentage of budget amount paid, remaining amount to be paid.

Dated this ____ day of _____, 20__.

SREH MAG Gladstone Partners, LLC

By: _____, MANAGER

Approved for Payment this ____ day of _____, 20__:

LINDEN BLOCK 25 COMMUNITY IMPROVEMENT
DISTRICT

By:
Chair

Approved for Payment this ____ day of _____, 20__:

ACKNOWLEDGE RECEIVED BY:
CITY OF GLADSTONE, MISSOURI

By:
Authorized City Representative

SCHEDULE 1 TO CERTIFICATE OF REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Expenses

Description

Payee

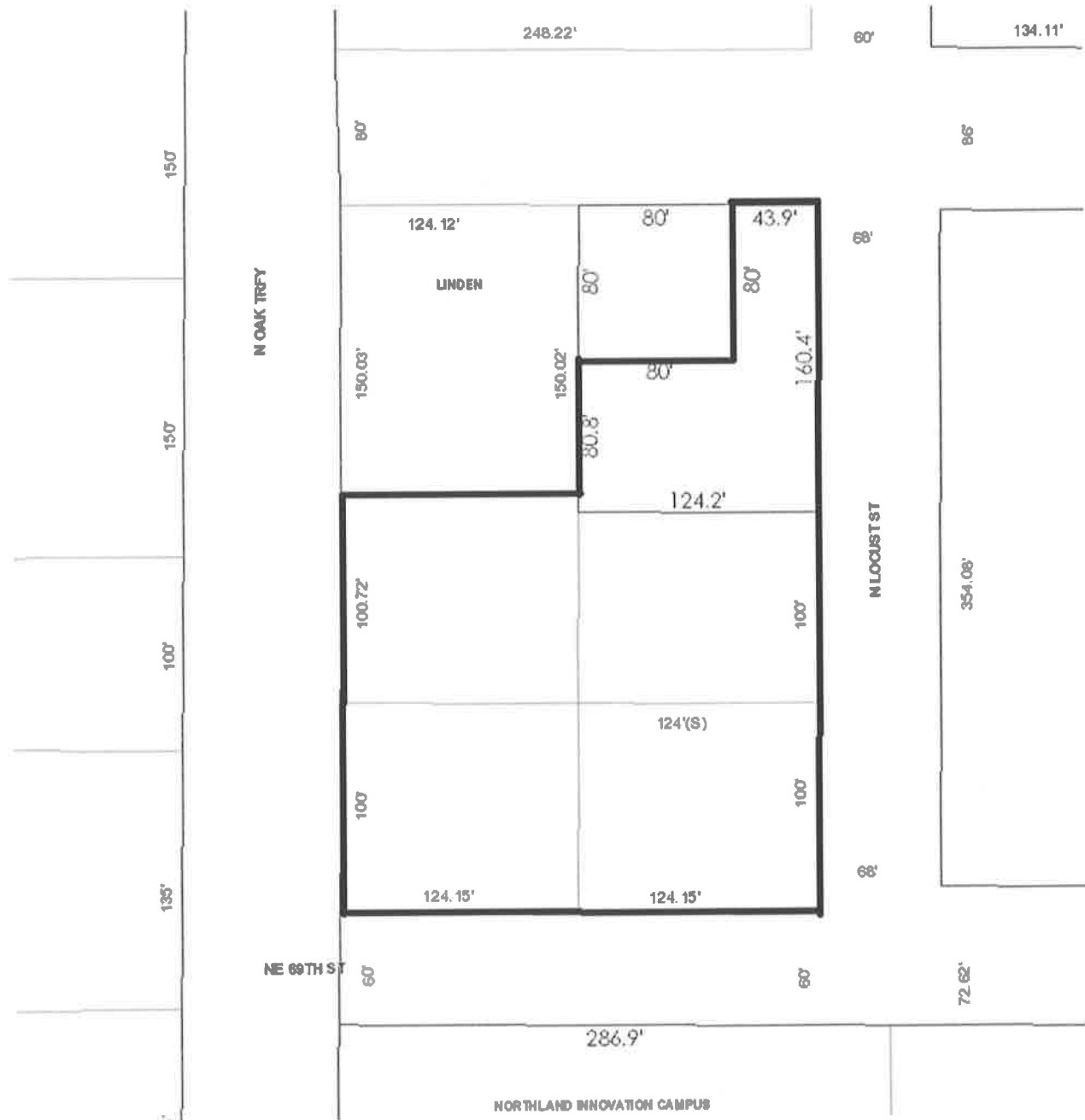
Amount

EXHIBIT C
LEGAL DESCRIPTION OF THE DISTRICT

LOTS 4, 5, 6, 7, 8, 9, 10, 11 AND S. 10.72 FEET OF LOT 12, BLOCK 25, LINDEN SUBDIVISION.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 25, LINDEN SUBDIVISION; THENCE S. 89° 37'44" E. ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH LINE OF S. 89° 37'44" E, A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 S. 00° 25'15" W., A DISTANCE OF 160.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N. 89° 50'09" W., A DISTANCE OF 124.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOTS 2 AND 3 N. 00° 30'41" E., A DISTANCE OF 80.83 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1,2, AND 3 N. 00° 30'41" E., A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, BEING TRACT 2 AS SHOWN ON THE CERTIFICATE OF SURVEY RECORDED DECEMBER 7, 2016 AS DOCUMENT NO. 2016043750 IN BOOK H, PAGE 177.

EXHIBIT D **MAP OF THE DISTRICT**



BILL NO. 20-19

ORDINANCE NO. 4.519

AN ORDINANCE AUTHORIZING AND APPROVING A DOWNTOWN LINDEN CID CONTRACT BETWEEN THE CITY OF GLADSTONE, MISSOURI, THE DOWNTOWN LINDEN COMMUNITY IMPROVEMENT DISTRICT, AND SREH MAG GLADSTONE PARTNERS, LLC.

WHEREAS, the City Council did on July 29, 2019, pass Ordinance No. 4.482, which approved of the establishment of the Downtown Linden Community Improvement District within the City of Gladstone in accordance with Section 67.1401 *et seq.*, RSMo; and

WHEREAS, the City of Gladstone, SREH MAG Gladstone Partners, LLC, and the Downtown Linden Community Improvement District desire to enter into the attached CID Contract to provide for the administration of the Downtown Linden Community Improvement District.

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

SECTION 1. That the City Manager is hereby authorized to enter into the Downton Linden CID Contract between the City of Gladstone, SREH MAG Gladstone Partners, LLC, and the Downtown Linden Community Improvement District in substantially the form presented to and approved by the City Council of the City of Gladstone at this meeting and attached to this Ordinance as **Exhibit A**. The Mayor, the City Manager and other appropriate City Officials are authorized to execute all other documents deemed necessary to the effectuation of this Ordinance on behalf of the City of Gladstone.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22nd DAY OF JUNE, 2020.

Jean B. Moore, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk

Exhibit A

Downtown Linden CID Contract between the City of Gladstone, Missouri, SREH MAG Gladstone Partners, LLC , and the Downtown Linden Community Improvement District.



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 20-19

ORD # 4.519

Date: 6/9/2020

Department: Finance

Meeting Date Requested: 6/22/2020

Public Hearing: Yes ☒ Date: 6/22/2020

Subject: Downtown Linden CID Contract

Background: On July 29, 2019, the City Council approved the formation of the Downtown Linden Community Improvement District (the "District") for the purpose of remediating blighted conditions and the construction and reconstruction of certain public improvements, including the construction and reconstruction of parking facilities, all within the boundaries of the District. The Downtown Linden CID Contract memorializes the duties and obligations of the City, the District, and SREH MAG Gladstone Partners, LLC, in regard to the use of CID Revenues, as said term is used in the CID Contract, and reimbursement of the parties to the contract for certain actions taken, and to be taken, to carry out the purpose and the projects of the District.

Budget Discussion: NA

Public/Board/Staff Input: City Staff recommends approval of the Ordinance, which authorizes the execution of the Downtown Linden CID Contract, to further the City's stated goal of remediating blighted conditions along the North Oak Corridor and to ensure the appropriate use of CID Revenues. Ordinance and Contract to follow.

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

Bob Baer
Department Director/Administrator

PC
City Attorney

SW
City Manager

DOWNTOWN LINDEN CID CONTRACT

among the

CITY OF GLADSTONE, MISSOURI,

DOWNTOWN LINDEN COMMUNITY IMPROVEMENT DISTRICT,

and

SREH MAG GLADSTONE PARTNERS, LLC

dated as of

_____, 2020

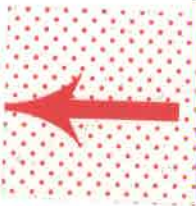


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Exhibit A – Description of District Project and Estimated Reimbursable Project Costs

Exhibit B – Form of Certificate of Reimbursable Project Costs

Exhibit C – Legal Description

Exhibit D – Map of District

DOWNTOWN LINDEN CID CONTRACT

THIS DOWNTOWN LINDEN CID CONTRACT (this “Cooperative Agreement”), entered into as of this ____ day of _____, 2020, by and among the **CITY OF GLADSTONE, MISSOURI**, a third class city and political subdivision of the State of Missouri (the “City”), the **DOWNTOWN LINDEN COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “District”), and **SREH MAG GLADSTONE PARTNERS, LLC**, a Delaware limited liability company (the “Developer”) (the City, the District and the Developer being collectively referred to herein as “Parties,” and individually as a “Party,” as the context so requires).

WITNESSETH:

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”), the City is authorized and empowered to establish a community improvement district as proposed by a verified petition; and

WHEREAS, in accordance with the requirements of the CID Act, the City filed a Petition for the creation of the District with the Clerk of the City on July 11, 2019 (the “Petition”), to form the District; and

WHEREAS, on July 12, 2019, the City Clerk verified the Petition and set a public hearing for the consideration of the Petition, pursuant to Section 67.1421.1 of the CID Act; and

WHEREAS, after notice of the public hearing was given by publication and individually to each property owner within the District, a public hearing was held on July 29, 2019, regarding the creation of the District; and

WHEREAS, the City, pursuant to Ordinance No. 4.482, passed and approved by the City Council of the City on July 29, 2019, created the District in accordance with the CID Act (the “CID Ordinance”), which includes the property described on Exhibit C attached hereto and incorporated herein by reference (“District Area”); and

WHEREAS, the District is authorized under the CID Act to undertake the District Project (as defined herein and described in the Petition and in Exhibit A, attached hereto and incorporated herein by reference), which includes certain improvements within the boundaries of the District, and

WHEREAS, the District is authorized under the CID Act and the Petition to impose a special assessment, which will be used to reimburse the City and Developer for Reimbursable Project Costs (as defined herein) and for certain other purposes relating to the administration of the District and the implementation of the District Project;

WHEREAS, the City, the District and the Developer desire to enter into this Cooperative Agreement to set forth the Parties’ respective duties and obligations with respect to the administration, enforcement, and operation of the District; and

WHEREAS, the City, pursuant to Ordinance No. _____, passed and approved by the City Council of the City on November 11, 2019, authorized the execution of this Cooperative Agreement; and

WHEREAS, the District passed Resolution No. 2019:____ pursuant to which the District authorized the execution of this Cooperative Agreement; and

AGREEMENT

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

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS

Section 1.1 Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions. Unless otherwise defined herein, all capitalized words or terms used in this Cooperative Agreement and defined in this Agreement shall have the meaning ascribed to them in this Agreement. In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise.

“Agreement” shall mean this Cooperative Agreement, as amended from time to time in accordance with its terms.

“Authorized City Representative” means the Mayor, City Manager, Assistant City Manager or City Clerk or such other person or persons from time to time designated by the City Council as the person or persons authorized to act on behalf of the City under this Agreement.

“Authorized District Representative” means the Executive Director or the individual or entity duly appointed by the District to act as its agent in connection with the administration and operation of the District Revenues.

“Board of Directors” means the board of directors of the District, in accordance with the CID Act, the Petition and the CID Ordinance.

“CID Act” means the Community Improvement District Act, Sections 67.1401, et seq., of the Revised Statutes of Missouri, as amended.

“CID Obligations” means bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the District.

“CID Ordinance” means Ordinance No. 4.482 passed and approved by the City Council on July 29, 2019, creating the District in accordance with the CID Act.

“CID Sales Tax” means a one percent (1%) sales tax levied by the District on taxable sales within the District’s boundaries

“CID Sales Tax Account” means the separate segregated account within the CID Revenue Fund into which District Revenues are deposited.

“CID Special Assessment” means the special assessment levied by the District on real property as described in the CID Petition within its boundaries pursuant to the CID Act.

“CID Special Assessment Account” means the separate segregated account within the CID Revenue Fund into which District Revenues are deposited.

“City” means the City of Gladstone, Missouri, a third-class city and political subdivision of the State.

“City Code” means the Code of Ordinances of the City, as amended.

“CID Revenue Fund” means the fund established pursuant to this Agreement which includes the CID Sales Tax Account and CID Special Assessment Account.

“City Council” means the governing body of the City.

“County Recorder” means the Clay County Recorder of Deeds.

“Developer” means SREH MAG Gladstone Partners, LLC a Delaware limited liability company, together with its successors and/or assigns.

“Development” means the project or portion thereof located in the District consisting of construction of a hotel and related site improvements.

“District” means the Downtown Linden Community Improvement District, a political subdivision of the State.

“District Project” means the improvements within the boundaries of the District as described in Exhibit C, attached hereto and incorporated herein by reference, which may be completed in phases.

“District Revenues” means the proceeds of the CID Sales Tax and CID Special Assessment. District Revenues shall not include (a) the charge of up to 1.0% to be retained by the District in connection with the collection of the CID Special Assessment (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, and (d) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum.

“Event of Default” means any event specified in **Section 7.1** of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body, unforeseen site conditions, material litigation commenced by parties other than a Party and not caused by any Party’s failure to perform and any other excusable delays as defined in this Agreement. Excusable Delays shall extend the time of performance as further provided in **Section 7.5** hereof.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for implementation and construction of the District Project.

“Mayor” means the Mayor of the City.

“Operating Costs” means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, financial auditing services, insurance, administration collection, and enforcement of the CID Sales Tax and CID Special Assessment, and other consultants or services.

“Permitted Assigns” means any entity controlled by the Developer or the principals of the Developer, or a related entity of either or both.

“Petition” means the petition to establish the Downtown Linden Community Improvement District filed with the City on or about July 11, 2019.

“Property” means all of the real property legally described on Exhibit C, attached hereto and incorporated herein by reference, which constitute the boundaries of the District.

“Reimbursable Project Costs” means all actual and reasonable costs and expenses that are incurred by or at the direction of the Developer with respect to construction of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Projects that are constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Projects, including but not limited to the following:

(a) all actual and reasonable costs of the District Projects as estimated in Exhibit A plus any costs of formation of the District;

(b) all administrative costs of the District advanced by the Developer pursuant to the terms of this Agreement; and

(c) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Project and which may lawfully be paid or incurred by the District under the CID Act.

“Reimbursement Certificate” means a certificate identifying Reimbursable Project Costs in substantially the form of Exhibit B, attached hereto and incorporated herein by this reference. Such certificate is only required if this Agreement is no longer effective. Otherwise, the process outlined in this Agreement shall be followed.

“State” means the State of Missouri.

ARTICLE II. REPRESENTATIONS OF PARTIES

Section 2.1 Representations by the District. As of the effective date of this Agreement, the District represents that:

(a) The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State, including particularly the CID Act.

(b) The District, by proper action of its Board of Directors, will be duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

(d) There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

(e) The District acknowledges that the funding and construction of the District Projects are of significant value to the District, the property within the District and the general public. The District finds and determines that the District Projects will promote the economic welfare and the development of the City and the State through: (i) the creation of temporary and permanent jobs; (ii) the stimulation of additional development within the District; (iii) the increase in local and state tax revenues; and (iv) the remediation of blighted conditions present in the District. Further, the District finds that the District Projects conform to the purposes of the CID Act.

Section 2.2 Representations by the City. As of the effective date of this Agreement, the City represents that:

(a) The City is duly organized and existing under the Constitution and laws of the State, as a third-class city and is a political subdivision in which the District is located.

(b) The City is authorized to enter into this Agreement and to carry out its obligations under this Agreement and the Mayor has been duly authorized to execute and deliver this Agreement.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(d) There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3 Representations by the Developer. As of the effective date of this Agreement, the Developer represents that:

(a) The Developer is a limited liability company duly organized and existing under the laws of the State of and authorized to do business in the State.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms of conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

(c) The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(e) No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, the District Projects, or Developer's affiliates or any member or owners of the Developer relating to the District Projects. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(f) To the Developer's actual knowledge, the Developer is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court having jurisdiction over the District Projects as contemplated by this Agreement.

ARTICLE III. COLLECTION OF FUNDS

Section 3.1 Imposition of the CID Sales Tax . The District has approved a resolution, subject to the approval of the District's qualified voters, that imposes the CID Sales Tax. The CID Sales Tax shall appear before the qualified voters by mail-in ballot. If the ballot measure passes, the District shall notify the Missouri Department of Revenue of the election results.

Section 3.2. Imposition of the CID Special Assessment. The District will approve a resolution that levies the CID Special Assessment. The maximum rate of the CID Special Assessment shall be as set forth in the Petition, as further defined in the Special Assessment Petition attached to the Petition as Exhibit E, and the authorizing resolution of the Board of Directors required pursuant to Section 67.1521 of the CID Act.

Section 3.3 Administration and Collection of the CID Sales Tax. The CID Sales Tax shall be collected by the Missouri Department of Revenue pursuant to the procedures set forth in the CID Act, and shall be deposited in accordance with this Agreement, including without limitation, the amounts to be deposited in the CID Sales Tax Account as defined therein. Upon the expiration or termination of the this Agreement, the CID Sales Tax may be deposited by the District in any manner authorized by the Petition, as amended, and the CID Act.

Section 3.4. Administration and Collection of the CID Special Assessment. The proceeds of the CID Special Assessment shall be collected by the District pursuant to the procedures set forth in the CID Act and shall be deposited in the CID Special Assessment Account as defined therein. Upon the expiration or termination of this Agreement, the CID Special Assessment may be deposited by the District in any manner authorized by the Petition and the CID Act.

Section 3.5 District's Administrative Costs. The CID Revenue Fund shall be used to reimburse administrative costs identified in the Petition, and the Operating Costs or for any other lawful purpose of the District, as determined by the Board of Directors and permitted of this Agreement. The expected administrative costs shall be included in the District's annual budget, as provided in **Section 4.1** of this Agreement.

Section 3.6 Records of the District Revenues. The District, shall keep accurate records of the District Revenues collected. Any District records pertaining to the CID Sales Tax or CID Special Assessment shall be provided to any person upon written request, to the extent permitted by law.

Section 3.7 Repeal of the CID Sales Tax or CID Special Assessment. As long as any Reimbursable Project Costs remain unpaid or any CID Obligations remain outstanding, the District shall not repeal or reduce the CID Sales Tax or CID Special Assessment. Upon satisfaction in full of payment of all Reimbursable Project Costs and CID Obligations and if the District expects no further certifications to be made, the District shall immediately implement the procedures in the CID Act for repeal of the CID Sales Tax and the CID Special Assessment and for abolishment of the District. Upon repeal of the CID Sales Tax and CID Special Assessment, the District shall:

- (a) Pay all outstanding Operating Costs; and
- (b) Retain any remaining District Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE IV. ANNUAL REPORTING

Section 4.1 Annual Budget; Annual Financial Statements.

(a) Pursuant to Section 67.1471 of the CID Act, for each subsequent fiscal year, the District shall, no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City, which shall be approved by the Board of Directors no later than 30 days prior to the first day of each fiscal year. The City may review and comment on such budget and may provide written recommendations, if any, no later than 90 days prior to such new fiscal year; provided that such recommendations shall not be binding upon the District. Within 120 days after the end of each fiscal year, the District shall submit to the City Clerk copies of the written resolutions approved by District during such fiscal year. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.010 Revised Statutes of

Missouri, as amended. The fiscal year of the District shall be the same as that of the City, which shall be a fiscal year beginning July 1 and ending June 30.

(b) The District shall promptly, and in any event within 120 days after the end of each fiscal year, provide to the Developer and the City copies of the annual financial statements of the District prepared by an independent certified public accounting firm.

ARTICLE V. FINANCING CID PROJECTS

Section 5.1 Design and Construction of CID Projects. The District and the City hereby acknowledge that the District Projects are being undertaken pursuant to this Agreement. The District and City hereby further acknowledge that the Developer plans to construct the District Projects in accordance with the plans filed and approved by the City and this Agreement. The District's primary role is to fund and/or assist in the funding of the District Projects. The District Projects shall be carried out by or at the direction of the Developer or the City, subject to Applicable Laws and Requirements. The Developer shall comply with all Applicable Laws and Requirements relating to public bidding, posting of bonds, prohibitions and requirements contained in Chapters 67, 107 208, 285, 292, and 650, RSMo (as applicable) and payment of prevailing wages to contractors or subcontractors of Developer for construction of the Development and District Projects, if applicable. The parties agree that the Development and District Projects are "public works" under the provisions of Section 107.010, RSMo. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from the failure of either Developer or its contractor or subcontractor to comply with applicable laws.

Section 5.2 Priority of District Revenues. District Revenue shall be available annually to first pay the Developer's remaining Reimbursable Project Costs and then to reimburse Developer for any advances for Operating Costs and then for any other lawful purpose of the District. These priority payments are authorized hereunder and under this Agreement in consideration of the City granting access to infrastructure financed and constructed by the City to property in the District as necessary for development to occur which benefits the property in the District.

Section 5.3 Financing the District Projects. Project costs will be certified and allocated as eligible for reimbursement by the District and reimbursed from the CID Sales Tax Account or CID Special Assessment Account or as otherwise provided by this Agreement. Once a project cost amount is certified and reimbursed from the applicable account, it may not be reimbursed again from the applicable account or from District Revenues.

Section 5.4 CID Reimbursable Project Costs .

(a) If this Agreement is effective then Reimbursement Requests shall be submitted pursuant to the procedure described in "Request for Certification" provided in this Agreement. If this Agreement is no longer effective, Developer shall submit its request for certification of CID Reimbursable Project Costs substantially in the form attached hereto as Exhibit B to the District for approval. The District shall review and approve the Reimbursement Certificate to verify that the expenditures are eligible for reimbursement. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District determines, in its reasonable discretion, that the project costs are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment from the CID Sales Tax Account or Special Assessment Account in accordance with this Agreement shall be approved. If the District decides not to approve the Reimbursement Certificate, the District shall notify the Developer in writing and shall specify in such notice the reason(s) for withholding

its approval. Upon request of the Developer, the District shall hold a hearing at which the Developer may challenge the District's determination, including presentation of new and/or additional evidence.

Section 5.5 Governance of the District.

(a) The Board of Directors shall consist of five (5) members to be appointed by the Mayor with the consent of the City Council pursuant to the CID Act, the Petition and the CID Ordinance. The number of persons constituting the Board of Directors shall not be increased by the District without the consent of both the Developer (but only as long as the Developer owns property in the District or Developer has not been reimbursed for all remaining Reimbursable Project Costs) and the City.

(b) Each director must have all of the following characteristics:

- (i) be a citizen of the United States;
- (ii) be a Missouri resident for at least one year prior to appointment to the Board of Directors;
- (iii) be at least eighteen (18) years of age; and
- (iv) be either:
 - (A) an owner as defined in Section 67.1401.2(11) of the CID Act of real property located within the District (or a legally authorized representative thereof); or
 - (B) a business operating within the District (or a legally authorized representative thereof); or
 - (C) a registered voter residing within the District.

Section 5.6 Ownership and Maintenance of District Projects. The District shall have no ownership of the District Projects. The District Projects shall be owned by the Developer or the City, as applicable. Any District Project to be owned by the City must be affirmatively accepted by the City in writing. The District shall not be responsible for maintenance of the District Projects. The owner of the District Projects shall be responsible for maintenance of the District Projects, except that portion of the District Projects located in public right-of-way.

ARTICLE VI. SPECIAL COVENANTS

Section 6.1 Records of the District.

(a) The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. Pursuant to Section 67.1471 of the CID Act, the District shall, within 120 days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors during the fiscal year.

(b) The District shall make its books and records available to the City and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be an Operating Cost payable by the District or the Developer in accordance with this Agreement. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties shall at all times during regular business hours be open to the inspection of such consultants (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as the District reasonably requires).

Section 6.2 Developer's Covenants Related to the District. The Developer covenants and agrees as follows:

(a) The Developer shall in good faith cooperate and assist the District by taking all reasonable actions necessary to cause District Revenues to be paid and deposited in accordance with this Agreement, including its cooperation with the District, Clay County, Missouri, or the Authorized District Representative in the enforcement and collection of all such payments through all reasonable and ordinary means of enforcement.

(b) The Developer shall not cause the District to impose any other sales taxes, special assessments, real property taxes or other fees or charges for use of property owned by the District not authorized by the Petition without the prior written consent and requisite approval of the City.

(c) The Developer shall notify the District in writing of any sale, lease, transfer or other disposition of any real property within the District that is owned by the Developer or a related entity, which notice shall be given within 15 days after the date of said sale, lease, transfer or other disposition. Said notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the District and shall identify the real property sold, leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

(d) The Developer shall cooperate with the District and the City to obtain approval of any proposal for the abolishment of the District pursuant to the CID Act, subject to the terms of this Agreement and the CID Act.

The Developer's covenants in this Section shall run with the land to any purchaser, tenant or transferee of any of the real property within the District owned by the Developer, or a related entity and the Developer shall record or cause to be recorded this Agreement or a memorandum of such covenants with the County Recorder. Upon execution of this Agreement, the Developer shall, or shall cause a related entity to use reasonable efforts to specifically include the covenants in this Section in all deeds, leases and other instruments by which the Developer conveys an interest in real property within the District; provided that, the Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which the Developer has conveyed an interest in real property within the District prior to the execution of this Agreement.

Section 6.3 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and the District and to process and timely consider and respond to all applications for Governmental Approvals as received, all in accordance with the applicable Sections of the City Code and laws of the State. The City shall cooperate with the Developer and the District in their efforts to obtain all approvals for the construction of the District Projects and to provide the Developer

and the District with all reasonable assistance in expediting any and all permits necessary to proceed with the District Projects.

ARTICLE VII. DEFAULTS AND REMEDIES

Section 7.1 Events of Default. If any Party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for 60 days (or such longer period of time required if the defaulting Party determines, with the consent of the other Parties, that such default cannot reasonably be cured within such 60-day period) after a non-defaulting Party has given written notice to the defaulting Party specifying such default and an opportunity to cure, such event shall constitute an Event of Default under this Agreement.

Section 7.2 Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such Event of Default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

Section 7.3 Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.4 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 7.5 Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays; provided, an Excusable Delay shall not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the Party claiming the Excusable Delay, and (c) unless the Party claiming the Excusable Delay provides written notice to the other Parties within 30 days after such Party has actual notice of the claimed event.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Effective Date. This Agreement shall become effective against the Developer and the City on the date set forth herein following the passage of an ordinance by the City Council approving the same, and against the District on the date that the Board of Directors adopts a resolution authorizing execution of the same.

Section 8.2 Federal Work Authorization Program. The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri, prohibits any business entity or employer from knowingly

employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State, and that, to the extent that the employees of the Developer working in connection with the District Projects and the Development apply, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri, as a condition to the receipt of the incentives described herein with respect to the such employees working in connection with the District Projects and the Development.

Section 8.3 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

(a) Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the District or the Developer for damages or otherwise if all or any part of the CID Act or any resolution or ordinance adopted in connection with the creation of the District, the imposition of the District Revenues, the District Projects or this Agreement, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the District or the Developer are prevented from enjoying the rights and privileges hereof; however, if such an event does occur, then the City agrees to cooperate with the Developer to use reasonable good faith efforts to take such actions as are reasonably necessary to re-form the District in a manner consistent with this Agreement.

(b) The District and the Developer release from and covenant and agree that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees, to the extent permitted by law, to hold harmless and indemnify the City, its governing body members, officers, employees, agents and independent contractors, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (1) the creation of the District, (2) the imposition and collection of the District Revenues, (3) the construction of the District Projects, (4) the negligence or willful misconduct of the District or the Developer or any affiliate of Developer which owns an interest in the District Projects, their respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the District Projects, and (5) the District's or the Developer's failure to comply with any applicable state, federal or local laws, regulations and ordinances as applicable to the property within the boundaries of the District.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee or representative of the City shall be personally liable to the District or the Developer or their affiliates (1) in an Event of a Default or breach by any Party under this Agreement or (2) for any amount or any District Obligations which may become due to any Party under the terms of this Agreement.

Section 8.4 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. The District and the City hereby consent that all or any portion of the rights, interests, powers, privileges and benefits accruing to or vested in the Developer under this Agreement may be (a) assigned to an individual or entity related to the Developer or to the Permitted

Assigns; or (b) collaterally assigned by the Developer to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the District Projects or the Development, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment.

Section 8.5 Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the State, is responsible for compliance with all applicable State laws and agrees to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable State law.

Section 8.6 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.7 Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid or reputable overnight carrier and addressed as hereinafter specified.

(a) In the case of the District to:

with a copy to:

(b) In the case of the Developer to:

(c) In the case of the City to:

City of Gladstone, Missouri
7010 N Holmes Street
Gladstone, Missouri 64118
Attention: Scott Wingerson

with a copy to:



Williams and Campo, P.C.
400 SW Longview Blvd. #210
Lee's Summit, Missouri 64081
Attention: Chris Williams

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Section 8.8 Applicable Law; Common Representation. This Agreement shall be governed by and construed in accordance with the laws of the State. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation. The District and the City agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the City hereby consent to common representation.

Section 8.9 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.10 Execution of Counterparts; Electronic Documents. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original 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 in the appropriate court of law.

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please affix seal firmly and clearly in this box

DOWNTOWN LINDEN COMMUNITY
IMPROVEMENT DISTRICT

By: _____,
_____, Chair

(SEAL)

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that said individual is the Chair of the DOWNTOWN LINDEN COMMUNITY IMPROVEMENT DISTRICT, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public in and for said State

please affix seal firmly and clearly in this box

SREH MAG Gladstone Partners, LLC

By: _____
_____, Manager

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that said individual is the Manager of SREH MAG GLADSTONE PARTNERS, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public in and for said State

please affix seal firmly and clearly in this box

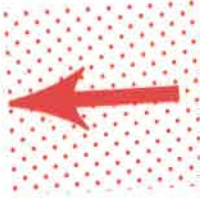


EXHIBIT A
DESCRIPTION OF DISTRICT PROJECTS
AND ESTIMATED REIMBURSABLE PROJECT COSTS

The District Projects consist generally of the following:

(i) causing certain infrastructure and site improvements to be made for the benefit of the entire District, including but not limited to rough grading the land within the District; installation of electricity, water, storm sewer, sanitary sewer, natural gas, data/telecommunications transmission lines within the District in order that said utility services may be available to all lots or parcels within the District; installation of any signs, sidewalks, streetlights, landscaping or other amenities benefiting the entire District; and the construction of parking improvements, streets, access roads, drive lanes and similar improvements within the District;

(ii) causing the necessary engineering, planning, administrative, and legal work to be done for formation and development of the District as a whole;

(iii) employing persons for, or contracting for the provision of, landscape and streetscape maintenance services to access drives, lawns, and parking areas on property open to public view (whether owned by the District or by persons within the District) in the District to improve the appearance and image of the District, including but not limited to purchasing, installing and maintaining trees, shrubs, flowers and other vegetation; maintaining pots and planters; planting and replacing trees located along or adjacent to public rights-of-way and private drives; purchasing, installing, operating and maintaining lighting and public art; mowing, seeding and fertilizing grass and other vegetation located in parks, boulevards and public rights-of-way;

(iv) hiring or contracting for personnel to staff and provide services to the District, and furnishing and equipping such staff necessary to provide the services described above;

(v) establishing a reserve fund for future maintenance expenses and the replacement or repair of capital improvements which constitute the District Project; and

(vi) performing any other services and improvements authorized under the Act.

The estimated Project Costs to be reimbursed by the District shall include, but not be limited to the following costs necessary for the construction of the following public improvements within the District:

| Project Costs | | Total |
|---|--|-------------------|
| Public Improvements: | | |
| Grading and site prep | | \$ 350,000 |
| Reconstruction of Parking Lot | | \$ 250,000 |
| Construction and Extension of Utilities | | \$ 75,000 |
| Total Public Improvements | | \$ 675,000 |
| Soft Costs | | |
| Professional Services | | \$ 175,000 |
| Total Soft Costs | | \$ 175,000 |
| TOTAL PROJECT COSTS | | \$ 850,000 |

Amounts set forth above are net estimated cost reimbursements and do not include (other than certain limited interest and financing costs during the construction and ramp-up period to stabilization) interest expenses, financing expenses, fees, or costs of issuance for bonds, notes, or any other financing instrument, all of which are eligible costs of the District.

The cost estimates set forth in this Budget are reasonable best estimates at the time of approval of this District and it is agreed to and understood that such estimates are subject to change as part of the development process. The amounts and descriptions set forth in the above line items are not caps or limitations. Any such limitation on reimbursement shall only be subject to statutory restrictions.

General Description of Improvements to be Funded by the District:

The District will fund the budgeted expenditures as set forth above, including, without limitation site improvements such as demolition, environmental remediation, public utilities, parking, remediation of blighting conditions, and other improvements and services authorized by the CID Act necessary to carry out the purposes of the District.

EXHIBIT B
CERTIFICATE OF REIMBURSABLE PROJECT COSTS

To: Chair, Downtown Community Improvement District

City Manager, City of Gladstone, Missouri

Re: Certificate of Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 20__ (the "Agreement"), among the City of Gladstone, Missouri (the "City"), the Downtown Linden Community Improvement District (the "District") and SREH MAG GLADSTONE PARTNERS, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 attached hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the District Project.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the District, and no part thereof has been included in any other certificate previously filed with the District.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the Developer under the Agreement.
9. Attached to this Certificate is a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri with respect to the employees of the Developer working in connection with the District Project and the Development.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.
11. Receipts are attached and spreadsheet submitted showing budget amount and costs, payee, percentage of budget amount paid, remaining amount to be paid.

Dated this _____ day of _____, 20____.

_____, LLC

By: _____, MANAGER

Approved for Payment this _____ day of _____, 20____:

DOWNTOWN LINDEN COMMUNITY IMPROVEMENT
DISTRICT

By:
Chair

Approved for Payment this _____ day of _____, 20____:

ACKNOWLEDGE RECEIVED BY:
CITY OF GLADSTONE, MISSOURI

By:
Authorized City Representative

SCHEDULE 1 TO CERTIFICATE OF REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Expenses

Description

Payee

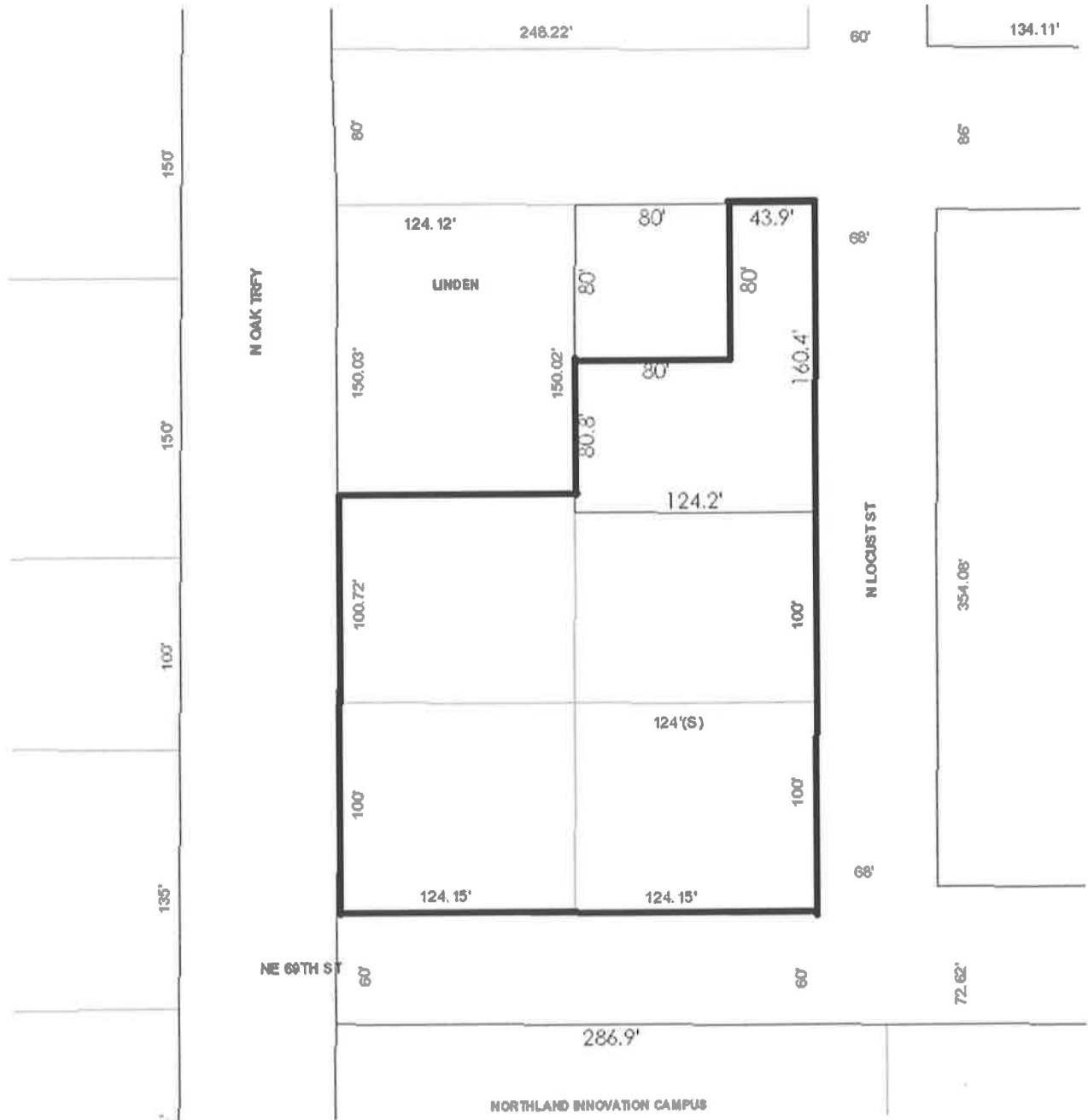
Amount

EXHIBIT C
LEGAL DESCRIPTION OF THE DISTRICT

LOTS 4, 5, 6, 7, 8, 9, 10, 11 AND S. 10.72 FEET OF LOT 12, BLOCK 25, LINDEN SUBDIVISION.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 25, LINDEN SUBDIVISION; THENCE S. 89° 37'44" E. ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH LINE OF S. 89° 37'44" E, A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 S. 00° 25'15" W., A DISTANCE OF 160.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N. 89° 50'09" W., A DISTANCE OF 124.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOTS 2 AND 3 N. 00° 30'41" E., A DISTANCE OF 80.83 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1,2, AND 3 N. 00° 30'41" E., A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, BEING TRACT 2 AS SHOWN ON THE CERTIFICATE OF SURVEY RECORDED DECEMBER 7, 2016 AS DOCUMENT NO. 2016043750 IN BOOK H, PAGE 177.

EXHIBIT D **MAP OF THE DISTRICT**



**AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE
6880 NORTH OAK TRAFFICWAY COMMUNITY IMPROVEMENT
DISTRICT.**

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "**CID Act**"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Gladstone, Missouri, (the "**City**") is a city of the third class and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, on June 5, 2020, property owners representing the necessary amount of assessed value and per capita numbers within the proposed 6880 North Oak Trafficway Community Improvement District filed with the Clerk of the City (the "**City Clerk**") a petition for the establishment of a community improvement district pursuant to the CID Act (the "**Petition**"), entitled the 6880 North Oak Trafficway Community Improvement District (the "**District**"); and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City; and

WHEREAS, on June 22, 2020, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak and at which time the City Council heard all protests and received all endorsements.

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

SECTION 1. APPROVAL OF PETITION. That the 6880 North Oak Trafficway Community Improvement District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition filed with the City Clerk on June 5, 2020, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference.

SECTION 2. PURPOSE AND POWERS. That the District is hereby established for the purposes set forth in the petition; that the District shall have all the powers and authority authorized by the petition the Act, and by law; and that the District shall continue for twenty (20) years with additional ten (10) year terms subject to approval of the City Council and unless terminated in accordance with Missouri law.

SECTION 3. CITY REPORTING. That upon the effective date of this ordinance, the City Clerk is hereby directed to report the creation of the District to the Missouri Department of Economic Development pursuant to Section 67.1421.6 RSMo, by sending a copy of this ordinance to said agency.

SECTION 4. FURTHER AUTHORIZATION. That the City Manager, City Clerk and such other officials of the City may execute any other additional documents or take such other actions as are necessary, incidental, or expedient to carry out the intent of this ordinance approved and the authority granted herein.

SECTION 5. EFFECTIVE DATE. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED, PASSED, SIGNED, AND MADE EFFECTIVE BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, ON THIS 22nd DAY OF JUNE, 2020.

Jean B. Moore, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk

First Reading: June 22, 2020

Second Reading: June 22, 2020

Exhibit A

Petition to Establish the 6880 North Oak Trafficway Community Improvement District



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 20-20

ORD ☒ # 4.520

Date: 6/9/2020

Department: General Administration

Meeting Date Requested: 06/22/2020

Public Hearing: Yes ☒ Date: 6/22/2020

Subject: Approval of an Ordinance approving the Petition to establish the 6880 North Oak Community Improvement District.

Background: In 2016, the City of Gladstone purchased two properties on North Oak, one (1) at 6880 (Arby's) and one (1) at 6900 (Taco Bell), for the purpose of future downtown redevelopment. Due to a last minute amendment to a Bill during the most recent Missouri legislative session, the process for developing a Community Improvement District will require a vote of the entire city rather than those just residing / occupying the area within the boundaries of the proposed CID if the Bill is not vetoed. Despite the efforts of Mayor Suter and other municipal elected officials across the state, it is anticipated that the Governor will sign the Bill, which will implement the new restrictions on August 28, 2020. In order to make the properties more marketable to a potential developer and to help provide a potential funding mechanism for a future planned parkway, the city would like to create two (2) Community Improvement Districts prior to the August 28, 2020 deadline.

Therefore, the City of Gladstone (property owner) has petitioned for the establishment of the 6880 North Oak Community Improvement District, which will help fund the construction of certain improvements within the proposed district. Anticipated improvements to be carried out as a result of the district include: construction, installation, reconstruction, and maintenance associated with public art, signage, landscaping, construction of retaining walls and fences, roadway construction and maintenance, and legal costs associated with the formation of the proposed district.

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

Public/Board/Staff Input: N/A

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

Bob Baer
Assistant City Manager

PC
City Attorney

SW
City Manager

RCA DUE TO CITY CLERK WEDNESDAY 12:00 PM



*Department of General Administration
Memorandum*

TO: JEAN MOORE, MAYOR
R.D. MALLAMS, MAYOR PRO TEM
BILL GARNOS, COUNCILMEMBER
TOM FRISBY, COUNCILMEMBER
TINA SPALLO, COUNCILMEMBER

FROM: Padraic W. Corcoran by and through T. Chris Williams, City Counselor

DATE: June 22, 2020

RE: House Bill 1854; Funding Mechanisms for Public Improvements

This memo is sent to discuss the potential effects of House Bill 1854 ("HB 1854") on the use of Community Improvement Districts ("CIDs") and Transportation Development Districts ("TDDs") as funding mechanisms for the construction/reconstruction of public improvements. In short, should the Governor sign HB 1854 into law the use of CIDs and TDDs to fund the construction or reconstruction of public improvements would be significantly hindered due to HB 1854's requirement the CID or TDD sales tax be approved majority of voters in the municipality in which the CID or TDD is located.

HB 1854 was truly agreed to and finally passed by the Missouri Legislature on May 15, 2020. While HB 1854 revises a wide variety of statutory provisions all generally dealing with political subdivisions, this memo is limited to discussion of HB 1854's revisions to Sections 67.1545, 238.207, 238.235, and 238.237 of the Revised Statutes of Missouri all of which are part of either the CID Act or TDD Act.

Currently, the CID and TDD Act authorize only those persons or entities that meet the definition of a "qualified voter" to vote on the approval of the imposition of a sales tax within the boundaries of a CID or TDD. Commonly, CIDs and TDDs are formed in areas where there are no registered voters, thus allowing property owners within the CID or TDD to vote to approve or not approve the imposition of a sales tax. Alternatively, when CIDs or TDDs are formed in areas with registered voters, there are typically few which, in turn, decreases the cost of holding the mail-in election.

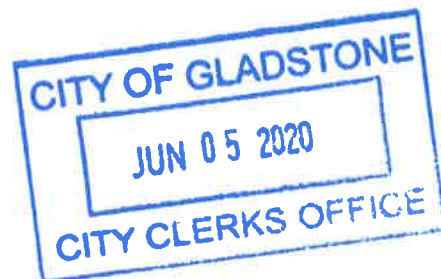
HB 1854 amends the CID and TDD Acts to require that all sales taxes imposed in the district be approved by a majority of the registered voters residing in the municipality where the

CID or TDD is located. This requirement would in effect make the imposition of a sales tax within a CID or TDD nearly impossible due to the incredibly high cost of holding such election - which is borne by the CID or TDD calling for the election - and the likelihood that a majority of voters within a municipality would not vote to increase sales taxes, even in a small area, to fund public improvements that may never use.

In conclusion, HB 1854's requirement that a majority of voters within a municipality approve the imposition of CID and TDD sales taxes makes the use of CIDs and TDDs as funding mechanism for public improvements inefficient, cost prohibitive, and likely unworkable.

**PETITION TO THE CITY COUNCIL
OF THE CITY OF GLADSTONE, MISSOURI FOR THE CREATION OF
THE 6880 N. OAK TRAFFICWAY COMMUNITY IMPROVEMENT DISTRICT**

Submitted June 5, 2020



**PETITION FOR THE CREATION OF
THE 6880 N. OAK TRAFFICWAY COMMUNITY IMPROVEMENT DISTRICT**

Pursuant to the authority of the Community Improvement District Act (the "Act"), Sections 67.1401 through 67.1571, RSMo, this verified Petition is filed with the City Clerk of the City of Gladstone, Missouri (the "City") by the undersigned. The undersigned, collectively representing i) the property owners collectively owning more than fifty percent by assessed value of the real property within the boundaries of the proposed district; and ii) more than fifty percent per capita of all owners of real property within the boundaries of the proposed district, do hereby petition and request that the City Council of the City of Gladstone, Missouri create a community improvement district pursuant to Missouri law.

1. **Property Description.** The legal description of the proposed district is set forth in **Exhibit A-1** to this Petition and a map illustrating the contiguous boundaries of the District is set forth as **Exhibit A-2**. A list of the owners of all properties included within the boundaries of the proposed district as of the date of the filing of this Petition is attached hereto as **Exhibit B**.
2. **District Name.** The name of the proposed district shall be: 6880 N. Oak Trafficway Community Improvement District.
3. **Notice to Petitioners.** The signers of this Petition understand that their signatures may not be withdrawn from this Petition later than seven (7) days after this Petition is filed with the City Clerk.
4. **Purpose and Five-Year Plan.** The District will fund the construction of certain public improvements within the District (the "Improvements"). Anticipated Improvements to be carried out during the first five (5) years of the District may include: construction/reconstruction of parking facilities and associated improvements, creation, display and maintenance for public art, landscaping and signage. At the time of the Petition, the cost of the Improvements is not known; however, the estimated cost of the Improvements are as follows:

| ANTICIPATED IMPROVEMENT | PRELIMINARY ESTIMATED COST |
|--|----------------------------------|
| Public Art | \$50,000 |
| Signage | \$50,000 |
| Construction/Reconstruction of Parking Lot and associated improvements | \$300,000 |
| Landscaping | \$150,000 |
| Total Estimated Cost of Improvements | \$550,000 |

The particular items included within the Improvements may be increased or amended from time to time and the costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same.

In addition to the Improvements, the District is authorized to provide all of those services authorized by the Act, including the maintenance of public improvements and public and private property within the District, and supporting business activity and economic development in the District, including, but not limited to, the promotion of business activity, development and retention, and recruitment of business. Such services shall only be paid by revenues of the district after the costs of improvements have been fully paid.

5. **Political Subdivision.** Petitioner requests the proposed district be created as a political subdivision of the State of Missouri.

6. **Governing Board.** Petitioner requests the proposed district be governed by a Board of Directors (the "Board") appointed by the Mayor of the City, with the consent of the City Council.

a. **Number.** The proposed district shall be governed by a Board of Directors ("Board") consisting of five (5) members

b. **Qualifications.** Each Member of the Board ("Director") shall meet the following requirements

i. be at least 18 years of age;

ii. be and must declare to either be an owner ("Owner") or an authorized representative of an Owner of real property within the District, an owner of a business ("Operator") or an authorized representative of such owner of a business operating within the District, or a registered voter ("Resident") residing within the District, as provided by the CID Act;

iii. be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

iv. except for the initial directors named in this Petition, be nominated according to the slate submitted as described in **Section 6, paragraph e** of the Petition.

c. **Initial Directors.** The following persons constitute the initial Board of the proposed district and shall serve for the terms specified as follows:

| | |
|-------------|-------------------|
| 4 year term | Robert Baer |
| 4 year term | Austin Greer |
| 2 year term | Alan Napoli |
| 2 year term | Timothy Nebergall |
| 2 year term | Dominic Accurso |

d. **Terms.** Each Initial Directors named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with **Section 6, paragraph e** of the Petition. Each Successive Director shall serve a

four (4) year term or until his/her successors is appointment in accordance with **Section 6, paragraph e** of the Petition. If, for any reason, a Director is not able to serve his/her term, the remaining directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements of **Section 6, paragraph b** of the Petition, either in the Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

- e. Successive Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to the slate submitted by the Executive Director of the District to the City of Gladstone, Missouri's City Clerk (the "City Clerk"). The slate of proposed Successive Directors shall evidence in a from satisfactory to the City that each Successor Director meets the qualifications to serve as Director pursuant to the CID Act and this Petition.

Upon receipt of the slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from the City Council at the next regular meeting of the City Council or (ii) return the slate to the Board with a request for alternates for any or all of the Boards positions identified in the slate.

Should the City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate, the Board shall within ten (10) days of such refusal submit an alternative slate to the mayor with two (2) alternates for each of the Board positions requested by the City Council.

Should the Mayor reject and return the slate to the Board, the Board shall within ten (10) days of such refusal submit an alternative slate to the mayor with two (2) alternates for each of the Board positions requested by the Mayor.

After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of the City Council at the next regular meeting of the City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors that meet the qualifications of the CID Act and this Petition shall be appointed by the Mayor with the consent of the City Council.

7. Assessed Value of Property. The total assessed value of all real property within the proposed district is \$0.
8. Property Not Blighted. The Petitioners are not requesting that the City Council determine the property within the proposed District is blighted.
9. Duration of District. The life of the District shall begin from the effective date of the ordinance establishing the District, and shall be in existence for twenty (20) years to fund

improvements and services, provided however the District's life may be automatically continued for successive ten-year terms, until all of the project costs are satisfied, without having to submit a new petition subject to the condition precedent that the City Council shall not have adopted a resolution disallowing such continuation prior to the date upon which any successive term would have commenced unless sooner terminated in accordance with Section 67.1481, RSMo of the Act. .

10. **Real Property Taxes.** The proposed district will not have the power to impose a real property tax or a business license tax.
11. **Special Assessments.** The proposed district will not have the power to impose special assessments.
12. **Sales Taxes.** Qualified voters of the proposed district may be asked to approve a sales tax of up to one percent (1%), in accordance with the CID Act, to fund certain improvements within the proposed district and/or to pay the costs of services provided by the proposed district.
13. **Borrowing Capacity.** Petitioner does not seek limitations on the borrowing capacity of the proposed district.
14. **Revenue Generation.** Petitioner does not seek limitations on the revenue generation of the proposed district.
15. **Powers of District.** Petitioner does not seek limitations on the powers of the proposed district.

Exhibit A-1

The legal description of the proposed district

TRACT 1:

ALL THAT PART OF LOT 6, AND PART OF VACATED LAKE DRIVE, LINDEN HEIGHTS RESURVEY OF LOT 26, A SUBDIVISION OF GLADSTONE, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, THENCE SOUTH 89° 23' 15" WEST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 150 FEET, THENCE SOUTH 0° 04' 21" EAST 125 FEET; THENCE NORTH 89° 23' 15" EAST 150 FEET, TO THE WEST RIGHT-OF-WAY LINE OF NORTH OAK TRAFFICWAY (U.S. HIGHWAY NO. 169), AS NOW ESTABLISHED; THENCE NORTH 0° 04' 21" WEST ALONG THE WEST RIGHT-OF-WAY LINE 125 FEET TO THE POINT OF BEGINNING.

TRACT 2:

ALL THAT PART OF LOT 6 AND PART OF VACATED LAKE DRIVE, LINDEN HEIGHTS RESURVEY OF LOT 26, A SUBDIVISION OF GLADSTONE, CLAY COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 6, 150 FEET SOUTH 89° 23' 15" WEST OF THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 0° 04' 21" EAST, 125 FEET; THENCE SOUTH 89° 23' 15" WEST, 150 FEET; THENCE NORTH 0° 04' 22" WEST, 125 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE NORTH 89° 23' 15" EAST, 150 FEET TO THE POINT OF BEGINNING.

TRACT 3:

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 23, TOWNSHIP 51 NORTH RANGE 33 WEST, AND BEING A PART OF LOT 10 AND PART OF VACATED LAKE DRIVE, RESURVEY OF LOT 26, LINDEN HEIGHTS, AN ADDITION IN GLADSTONE, CLAY COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH OAK TRAFFICWAY (U.S. HIGHWAY 169), SAID POINT BEING SOUTH 0° 04' 21" EAST, 125 FEET OF THE NORTHEAST CORNER OF SAID LOT 6; THENCE CONTINUING SOUTH 0° 04' 21" EAST, 131.94 FEET; THENCE SOUTH 89° 16' 48" WEST, 300 FEET; THENCE NORTH 0° 04' 22" WEST, 132.50 FEET; THENCE NORTH 89° 23' 15" EAST, 300 FEET TO THE POINT OF BEGINNING.

Map illustrating the contiguous boundaries of the proposed district



Exhibit B

**A list of the owners of all properties included within the boundaries of the proposed district
as of the date of the filing of this Petition**

| Parcel # | Owner |
|-----------------|-----------------------------|
| 13613000901100 | City of Gladstone, Missouri |
| 13613000901200 | City of Gladstone, Missouri |

Signature Page for Petition to the City of Gladstone, Missouri for Establishment of the 6880 N. Oak Trafficway Community Improvement District

The undersigned requests that the City Council of the City of Gladstone, Clay County, Missouri, establish the 6880 N. Oak Trafficway Community Improvement District according to the preceding Petition and authorize the creation of the District.

| | |
|-----------------------------------|---------------------------|
| Name of Owner: | City of Gladstone |
| Owner's Telephone Number: | (816) 436-2200 |
| Owner's Mailing Address: | 7010 N. Holmes |
| | Gladstone, Missouri 64118 |
| Name of Signer: | Scott Wingerson |
| Basis of Legal Authority to Sign: | City Manager |
| Signer's Telephone Number: | Same as above |
| Signer's Mailing Address: | Same as above |

The map, parcel number and assessed value of each tract of real property within the proposed District owned: The District will contain all or a limited portion of the following parcels:

| Address | Map/Parcel I.D. | Assessed Value |
|------------------------|-----------------|----------------|
| 6880 N. Oak Trafficway | 13613000901200 | \$0 |
| 6880 N. Oak Trafficway | 13613000901100 | \$0 |
| Total | | \$0 |

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

City of Gladstone, Missouri
a Third-Class City in Clay County, Missouri

By: 

Name: Scott Wingerson

Title: City Manager

Date: June 5, 2020

STATE OF mo)
COUNTY OF Clay) SS.

BE IT REMEMBERED, that on this 5th day of June, 2020 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Scott Wingerson, City Manager of the City of Gladstone Missouri, who executed the foregoing instrument on behalf of said City and he duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

Nov 11, 2022

| |
|--|
| REBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: November 11, 2022 Commission #14392947 |
|--|

June 5, 2020

CERTIFIED MAIL; RETURN RECEIPT REQUESTED

City of Gladstone, Missouri
7010 N. Holmes Street
Gladstone, MO 64118

Re: Notice of Public Hearing Regarding Proposed 6880 N. Oak Trafficway
Community Improvement District

Dear Property Owner:

Enclosed is a notice regarding the establishment of the proposed 6880 N. Oak Trafficway Community Improvement District. You are being provided with a copy of this notice by certified mail because you are shown as the owner of record of real property within the boundaries of the proposed district. This notice is required by section 67.1431 of the Revised Statutes of Missouri.

A public hearing on the establishment of the proposed 6880 N. Oak Trafficway Community Improvement District will be held before the City Council of the City of Gladstone during a meeting beginning at 7:30 p.m., on June 22, 2020, in the Council Chambers at City Hall, 7010 N. Holmes Street, Gladstone, Missouri 64118. All interested persons will be given an opportunity to be heard at the public hearing.

If you have questions or would like to discuss the proposed 6880 N. Oak Trafficway Community Improvement District, please contact me at (816) 423-4096.




Ruth Bocchino
City Clerk
City of Gladstone, Missouri

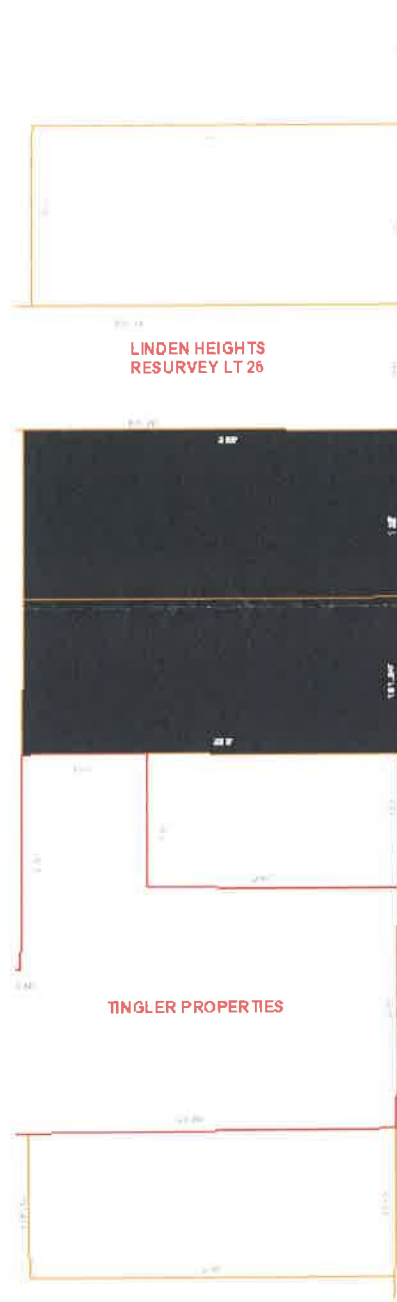
Enclosure

NOTICE OF PUBLIC HEARING
6880 N. OAK TRAFFICWAY COMMUNITY IMPROVEMENT DISTRICT

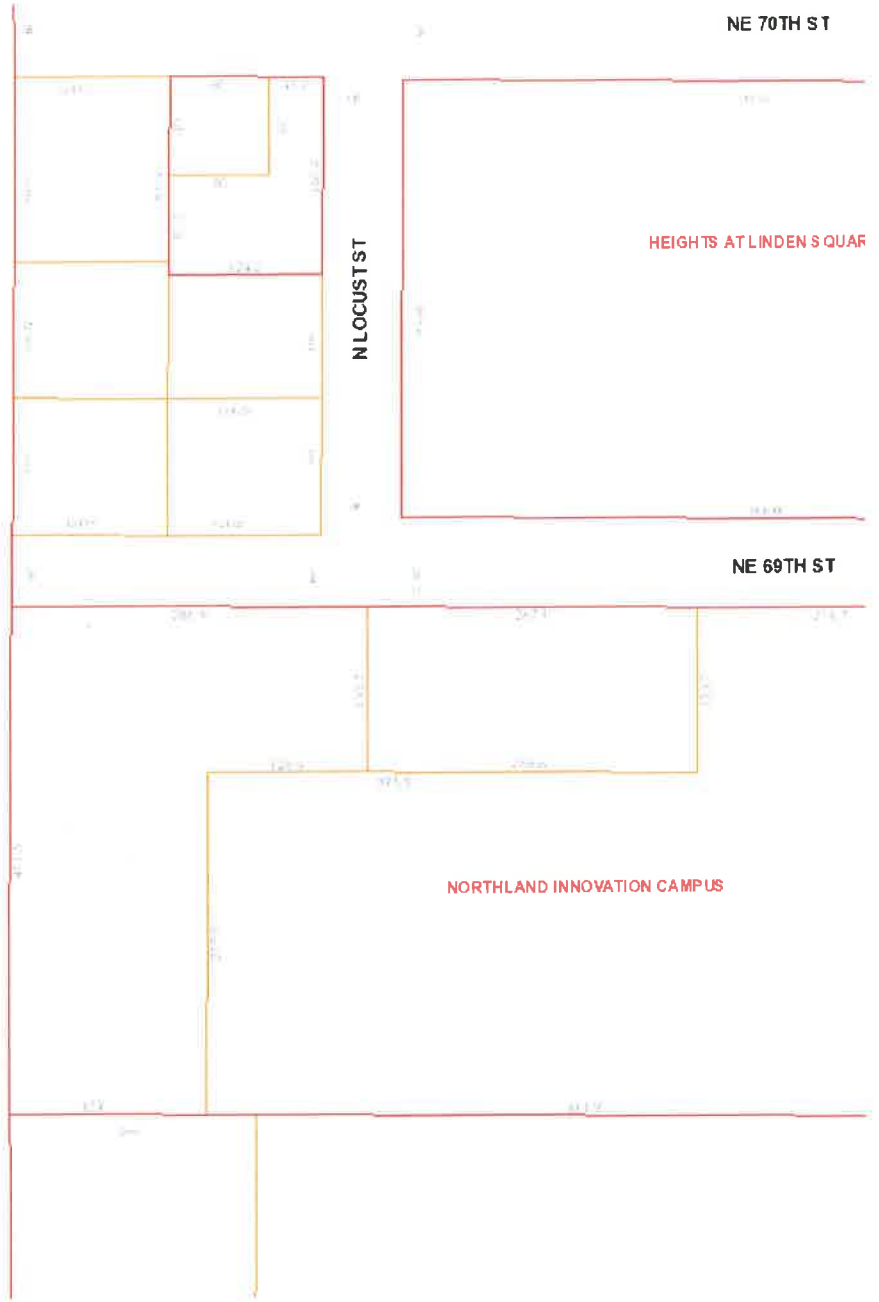
The City Council of the City of Gladstone, Missouri, will hold a public hearing during its meeting beginning at 7:30 p.m., on June 22, 2020, in the Council Chambers at City Hall, 7010 N. Holmes Street, Gladstone, Missouri 64118. The hearing is being held pursuant to the requirements of Section 67.1431 of the Revised Statutes of Missouri, as amended, regarding the establishment of 6880 N. Oak Trafficway Community Improvement District herein described.

1. A petition for the establishment of 6880 N. Oak Trafficway Community Improvement District has been filed with the Gladstone City Clerk.
2. The proposed district is located generally at 6880 and 6880 N. Oak Trafficway, Gladstone, Missouri 64118. The boundaries of the proposed district are more specifically shown on the map attached hereto.
3. A copy of the petition is available for review at the office of the Gladstone City Clerk during regular business hours.
4. All interested persons shall be given an opportunity to be heard at the public hearing.


Ruth Bocchino
City Clerk
City of Gladstone, Missouri



N OAK TRFY



AFFIDAVIT OF PUBLICATION

NPG Newspapers, Inc., P.O. Box 29, St. Joseph, MO 64502

Reference: 90701
Ad ID: 6649961

P.O. :

DESC :6880 N Oak Tfwy CID.Arby's

**BECKY JARRETT
CITY OF GLADSTONE
7010 N. HOLMES
GLADSTONE, MO 64118**

County of Clay
State of Missouri

I, SANDRA RIDINGS, being duly sworn according to law, state that I am the Legal Advertising Coordinator of THE COURIER TRIBUNE, a weekly newspaper of general circulation in the County of Clay County, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Liberty, Missouri, the city publication; which newspaper had been published regularly and consecutively for a period of four years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agree to pay a state price for a subscription for a definite period of time. Affiant further declares that said newspaper is qualified under and has complied with provision of Section 493.050 to 493.090, Missouri Revised Statutes 1949, as amended. The affixed notice appeared in said newspaper on the following consecutive week(s):

Run Dates: 06/11/20 to 06/11/20
Appearances: 2
AD SPACE: 182

(Signed) 

Subscribed and sworn before me this
11 day of June 20 20

 Notary Public

JUDY B. MORENO
Notary Public - Notary Seal
State of Missouri
Commissioned for Buchanan County
My Commission Expires: June 23, 2020
Commission Number: 12544882

My Commission Expires: 6/23/20

(Published in the Courier-Tribune Thurs. 6/11/20)

NOTICE OF PUBLIC HEARING
6880 N. OAK TRAFFICWAY
COMMUNITY IMPROVEMENT DISTRICT

The City Council of the City of Gladstone, Missouri, will hold a public hearing during its meeting beginning at **7:30 p.m., on June 22, 2020**, in the Council Chambers at City Hall, 7010 N. Holmes Street, Gladstone, Missouri 64118. The hearing is being held pursuant to the requirements of Section 67.1431 of the Revised Statutes of Missouri, as amended, regarding the establishment of 6880 N. Oak Trafficway Community Improvement District herein described.

1. A petition for the establishment of 6880 N. Oak Trafficway Community Improvement District has been filed with the Gladstone City Clerk.
2. The proposed district is located generally at 6880 and 6880 N. Oak Trafficway, Gladstone, Missouri 64118. The boundaries of the proposed district are more specifically shown on the map attached hereto.
3. A copy of the petition is available for review at the office of the Gladstone City Clerk during regular business hours.
4. All interested persons shall be given an opportunity to be heard at the public hearing.

**Ruth Bocchino, City Clerk
City of Gladstone, Missouri**



City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, Ruth E. Bocchino, City Clerk of the City of Gladstone, Missouri, state the following:

1. A petition to form the 6880 North Oak Trafficway Community Improvement District was filed with the City Clerk on June 5, 2020.
2. It has been determined that on June 5, 2020, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.
3. On June 18, 2020, I delivered the verified petition to the City Council.

Date: June 18, 2020



Ruth E. Bocchino
City Clerk
City of Gladstone, Missouri

**AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE
6900 NORTH OAK TRAFFICWAY COMMUNITY IMPROVEMENT
DISTRICT.**

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "**CID Act**"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Gladstone, Missouri, (the "**City**") is a city of the third class and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, on June 5, 2020, property owners representing the necessary amount of assessed value and per capita numbers within the proposed 6900 North Oak Trafficway Community Improvement District filed with the Clerk of the City (the "**City Clerk**") a petition for the establishment of a community improvement district pursuant to the CID Act (the "**Petition**"), entitled the 6900 North Oak Trafficway Community Improvement District (the "**District**"); and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City; and

WHEREAS, on June 22, 2020, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak and at which time the City Council heard all protests and received all endorsements.

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

SECTION 1. APPROVAL OF PETITION. That the 6900 North Oak Trafficway Community Improvement District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition filed with the City Clerk on June 5, 2020, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference.

SECTION 2. PURPOSE AND POWERS. That the District is hereby established for the purposes set forth in the petition; that the District shall have all the powers and authority authorized by the petition the Act, and by law; and that the District shall continue for twenty (20) years with additional ten (10) year terms subject to approval of the City Council and unless terminated in accordance with Missouri law.

SECTION 3. CITY REPORTING. That upon the effective date of this ordinance, the City Clerk is hereby directed to report the creation of the District to the Missouri Department of Economic Development pursuant to Section 67.1421.6 RSMo, by sending a copy of this ordinance to said agency.

SECTION 4. FURTHER AUTHORIZATION. That the City Manager, City Clerk and such other officials of the City may execute any other additional documents or take such other actions as are necessary, incidental or expedient to carry out the intent of this ordinance approved and the authority granted herein.

SECTION 5. EFFECTIVE DATE. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED, PASSED, SIGNED, AND MADE EFFECTIVE BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, ON THIS 22nd DAY OF JUNE, 2020.

Jean B. Moore, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk

First Reading: June 22, 2020

Second Reading: June 22, 2020

Exhibit A

Petition to Establish the 6900 North Oak Trafficway Community Improvement District



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 20-21

ORD ☒ # 4.521

Date: 6/9/2020

Department: General Administration

Meeting Date Requested: 06/22/2020

Public Hearing: Yes ☒ Date: 6/22/2020

Subject: Approval of an Ordinance approving the Petition to establish the 6900 North Oak Community Improvement District.

Background: In 2016, the City of Gladstone purchased two properties on North Oak, one (1) at 6880 (Arby's) and one (1) at 6900 (Taco Bell), for the purpose of future downtown redevelopment. Due to a last minute amendment to a Bill during the most recent Missouri legislative session, the process for developing a Community Improvement District will require a vote of the entire city rather than those just residing / occupying the area within the boundaries of the proposed CID if the Bill is not vetoed. Despite the efforts of Mayor Suter and other municipal elected officials across the state, it is anticipated that the Governor will sign the Bill, which will implement the new restrictions on August 28, 2020. In order to make the properties more marketable to a potential developer and to help provide a potential funding mechanism for a future planned parkway, the city would like to create two (2) Community Improvement Districts prior to the August 28, 2020 deadline.

Therefore, the City of Gladstone (property owner) has petitioned for the establishment of the 6900 North Oak Community Improvement District, which will help fund the construction of certain improvements within the proposed district. Anticipated improvements to be carried out as a result of the district include: construction, installation, reconstruction, and maintenance associated with public art, signage, landscaping, construction of retaining walls and fences, roadway construction and maintenance, and legal costs associated with the formation of the proposed district.

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

Public/Board/Staff Input: N/A

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

Bob Baer
Assistant City Manager

PC
City Attorney

SW
City Manager

RCA DUE TO CITY CLERK WEDNESDAY 12:00 PM



***Department of General Administration
Memorandum***

TO: JEAN MOORE, MAYOR
R.D. MALLAMS, MAYOR PRO TEM
BILL GARNOS, COUNCILMEMBER
TOM FRISBY, COUNCILMEMBER
TINA SPALLO, COUNCILMEMBER

FROM: Padraic W. Corcoran by and through T. Chris Williams, City Counselor

DATE: June 22, 2020

RE: House Bill 1854; Funding Mechanisms for Public Improvements

This memo is sent to discuss the potential effects of House Bill 1854 ("HB 1854") on the use of Community Improvement Districts ("CIDs") and Transportation Development Districts ("TDDs") as funding mechanisms for the construction/reconstruction of public improvements. In short, should the Governor sign HB 1854 into law the use of CIDs and TDDs to fund the construction or reconstruction of public improvements would be significantly hindered due to HB 1854's requirement the CID or TDD sales tax be approved majority of voters in the municipality in which the CID or TDD is located.

HB 1854 was truly agreed to and finally passed by the Missouri Legislature on May 15, 2020. While HB 1854 revises a wide variety of statutory provisions all generally dealing with political subdivisions, this memo is limited to discussion of HB 1854's revisions to Sections 67.1545, 238.207, 238.235, and 238.237 of the Revised Statutes of Missouri all of which are part of either the CID Act or TDD Act.

Currently, the CID and TDD Act authorize only those persons or entities that meet the definition of a "qualified voter" to vote on the approval of the imposition of a sales tax within the boundaries of a CID or TDD. Commonly, CIDs and TDDs are formed in areas where there are no registered voters, thus allowing property owners within the CID or TDD to vote to approve or not approve the imposition of a sales tax. Alternatively, when CIDs or TDDs are formed in areas with registered voters, there are typically few which, in turn, decreases the cost of holding the mail-in election.

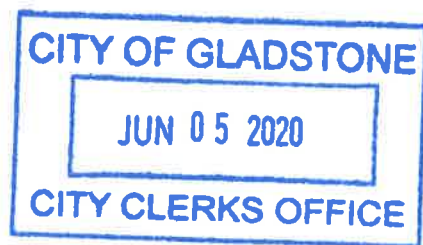
HB 1854 amends the CID and TDD Acts to require that all sales taxes imposed in the district be approved by a majority of the registered voters residing in the municipality where the

CID or TDD is located. This requirement would in effect make the imposition of a sales tax within a CID or TDD nearly impossible due to the incredibly high cost of holding such election - which is borne by the CID or TDD calling for the election - and the likelihood that a majority of voters within a municipality would not vote to increase sales taxes, even in a small area, to fund public improvements that may never use.

In conclusion, HB 1854's requirement that a majority of voters within a municipality approve the imposition of CID and TDD sales taxes makes the use of CIDs and TDDs as funding mechanism for public improvements inefficient, cost prohibitive, and likely unworkable.

**PETITION TO THE CITY COUNCIL
OF THE CITY OF GLADSTONE, MISSOURI FOR THE CREATION OF
THE 6900 N. OAK TRAFFICWAY COMMUNITY IMPROVEMENT DISTRICT**

Submitted June 5, 2020



A handwritten signature in blue ink, appearing to be "RJB", written next to the stamp.

**PETITION FOR THE CREATION OF
THE 6900 N. OAK TRAFFICWAY COMMUNITY IMPROVEMENT DISTRICT**

Pursuant to the authority of the Community Improvement District Act (the "Act"), Sections 67.1401 through 67.1571, RSMo, this verified Petition is filed with the City Clerk of the City of Gladstone, Missouri (the "City") by the undersigned. The undersigned, collectively representing i) the property owners collectively owning more than fifty percent by assessed value of the real property within the boundaries of the proposed district; and ii) more than fifty percent per capita of all owners of real property within the boundaries of the proposed district, do hereby petition and request that the City Council of the City of Gladstone, Missouri create a community improvement district pursuant to Missouri law.

1. **Property Description.** The legal description of the proposed district is set forth in **Exhibit A-1** to this Petition and a map illustrating the contiguous boundaries of the District is set forth as **Exhibit A-2**. A list of the owners of all properties included within the boundaries of the proposed district as of the date of the filing of this Petition is attached hereto as **Exhibit B**.
2. **District Name.** The name of the proposed district shall be: 6900 N. Oak Trafficway Community Improvement District.
3. **Notice to Petitioners.** The signers of this Petition understand that their signatures may not be withdrawn from this Petition later than seven (7) days after this Petition is filed with the City Clerk.
4. **Purpose and Five-Year Plan.** The District will fund the construction of certain public improvements within the District (the "Improvements"). Anticipated Improvements to be carried out during the first five (5) years of the District may include: the grading of the site, construction and extension of utilities, construction of roadways, and construction/reconstruction of sidewalks and other walking paths. At the time of the Petition, the cost of the Improvements is not known; however, the estimated cost of the Improvements are as follows:

| ANTICIPATED IMPROVEMENT | PRELIMINARY ESTIMATED COST |
|---|----------------------------------|
| Grading of site | \$350,000 |
| Construction and extension of utilities | \$75,000 |
| Construction of Gladstone Parkway | \$300,000 |
| Total Estimated Cost of Improvements | \$725,000 |

The particular items included within the Improvements may be increased or amended from time to time and the costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same.

In addition to the Improvements, the District is authorized to provide all of those services authorized by the Act, including the maintenance of public improvements and public and private

property within the District, and supporting business activity and economic development in the District, including, but not limited to, the promotion of business activity, development and retention, and recruitment of business. Such services shall only be paid by revenues of the district after the costs of improvements have been fully paid.

5. **Political Subdivision.** Petitioner requests the proposed district be created as a political subdivision of the State of Missouri.

6. **Governing Board.** Petitioner requests the proposed district be governed by a Board of Directors (the "Board") appointed by the Mayor of the City, with the consent of the City Council.

a. **Number.** The proposed district shall be governed by a Board of Directors ("Board") consisting of five (5) members

b. **Qualifications.** Each Member of the Board ("Director") shall meet the following requirements

i. be at least 18 years of age;

ii. be and must declare to either be an owner ("Owner") or an authorized representative of an Owner of real property within the District, an owner of a business ("Operator") or an authorized representative of such owner of a business operating within the District, or a registered voter ("Resident") residing within the District, as provided by the CID Act;

iii. be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

iv. except for the initial directors named in this Petition, be nominated according to the slate submitted as described in **Section 6, paragraph e** of the Petition.

c. **Initial Directors.** The following persons constitute the initial Board of the proposed district and shall serve for the terms specified as follows:

| | |
|-------------|-------------------|
| 4 year term | Robert Baer |
| 4 year term | Austin Greer |
| 2 year term | Alan Napoli |
| 2 year term | Timothy Nebergall |
| 2 year term | Dominic Accurso |

d. **Terms.** Each Initial Directors named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with **Section 6, paragraph e** of the Petition. Each Successive Director shall serve a four (4) year term or until his/her successors is appointment in accordance with **Section 6, paragraph e** of the Petition. If, for any reason, a Director is not able to

serve his/her term, the remaining directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements of **Section 6, paragraph b** of the Petition, either in the Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

- e. Successive Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to the slate submitted by the Executive Director of the District to the City of Gladstone, Missouri's City Clerk (the "City Clerk"). The slate of proposed Successive Directors shall evidence in a from satisfactory to the City that each Successor Director meets the qualifications to serve as Director pursuant to the CID Act and this Petition.

Upon receipt of the slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from the City Council at the next regular meeting of the City Council or (ii) return the slate to the Board with a request for alternates for any or all of the Boards positions identified in the slate.

Should the City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate, the Board shall within ten (10) days of such refusal submit an alternative slate to the mayor with two (2) alternates for each of the Board positions requested by the City Council.

Should the Mayor reject and return the slate to the Board, the Board shall within ten (10) days of such refusal submit an alternative slate to the mayor with two (2) alternates for each of the Board positions requested by the Mayor.

After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of the City Council at the next regular meeting of the City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors that meet the qualifications of the CID Act and this Petition shall be appointed by the Mayor with the consent of the City Council.

7. Assessed Value of Property. The total assessed value of all real property within the proposed district is \$0.
8. Property Not Blighted. The Petitioners are not requesting that the City Council determine the property within the proposed District is blighted.
9. Duration of District. The life of the District shall begin from the effective date of the ordinance establishing the District, and shall be in existence for twenty (20) years to fund improvements and services, provided however the District's life may be automatically continued for successive ten-year terms, until all of the project costs are satisfied, without

having to submit a new petition subject to the condition precedent that the City Council shall not have adopted a resolution disallowing such continuation prior to the date upon which any successive term would have commenced unless sooner terminated in accordance with Section 67.1481, RSMo of the Act. .

10. **Real Property Taxes.** The proposed district will not have the power to impose a real property tax or a business license tax.
11. **Special Assessments.** The proposed district will not have the power to impose special assessments.
12. **Sales Taxes.** Qualified voters of the proposed district may be asked to approve a sales tax of up to one percent (1%), in accordance with the CID Act, to fund certain improvements within the proposed district and/or to pay the costs of services provided by the proposed district.
13. **Borrowing Capacity.** Petitioner does not seek limitations on the borrowing capacity of the proposed district.
14. **Revenue Generation.** Petitioner does not seek limitations on the revenue generation of the proposed district.
15. **Powers of District.** Petitioner does not seek limitations on the powers of the proposed district.

Exhibit A-1

The legal description of the proposed district

TRACT 1:

ALL THAT PART OF LOT 6, AND PART OF VACATED LAKE DRIVE, LINDEN HEIGHTS RESURVEY OF LOT 26, A SUBDIVISION OF GLADSTONE, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, THENCE SOUTH 89° 23' 15" WEST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 150 FEET, THENCE SOUTH 0° 04' 21" EAST 125 FEET; THENCE NORTH 89° 23' 15" EAST 150 FEET, TO THE WEST RIGHT-OF-WAY LINE OF NORTH OAK TRAFFICWAY (U.S. HIGHWAY NO. 169), AS NOW ESTABLISHED; THENCE NORTH 0° 04' 21" WEST ALONG THE WEST RIGHT-OF-WAY LINE 125 FEET TO THE POINT OF BEGINNING.

TRACT 2:

ALL THAT PART OF LOT 6 AND PART OF VACATED LAKE DRIVE, LINDEN HEIGHTS RESURVEY OF LOT 26, A SUBDIVISION OF GLADSTONE, CLAY COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 6, 150 FEET SOUTH 89° 23' 15" WEST OF THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 0° 04' 21" EAST, 125 FEET; THENCE SOUTH 89° 23' 15" WEST, 150 FEET; THENCE NORTH 0° 04' 22" WEST, 125 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE NORTH 89° 23' 15" EAST, 150 FEET TO THE POINT OF BEGINNING.

TRACT 3:

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 23, TOWNSHIP 51 NORTH RANGE 33 WEST, AND BEING A PART OF LOT 10 AND PART OF VACATED LAKE DRIVE, RESURVEY OF LOT 26, LINDEN HEIGHTS, AN ADDITION IN GLADSTONE, CLAY COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH OAK TRAFFICWAY (U.S. HIGHWAY 169), SAID POINT BEING SOUTH 0° 04' 21" EAST, 125 FEET OF THE NORTHEAST CORNER OF SAID LOT 6; THENCE CONTINUING SOUTH 0° 04' 21" EAST, 131.94 FEET; THENCE SOUTH 89° 16' 48" WEST, 300 FEET; THENCE NORTH 0° 04' 22" WEST, 132.50 FEET; THENCE NORTH 89° 23' 15" EAST, 300 FEET TO THE POINT OF BEGINNING.

Exhibit A-2

Map illustrating the contiguous boundaries of the proposed district



Exhibit B

**A list of the owners of all properties included within the boundaries of the proposed district
as of the date of the filing of this Petition**

| Parcel # | Owner |
|----------------|-----------------------------|
| 13613000901100 | City of Gladstone, Missouri |
| 13613000901200 | City of Gladstone, Missouri |

Signature Page for Petition to the City of Gladstone, Missouri for Establishment of the 6900 N. Oak Trafficway Community Improvement District

The undersigned requests that the City Council of the City of Gladstone, Clay County, Missouri, establish the 6900 N. Oak Trafficway Community Improvement District according to the preceding Petition and authorize the creation of the District.

| | |
|-----------------------------------|---------------------------|
| Name of Owner: | City of Gladstone |
| Owner's Telephone Number: | (816) 436-2200 |
| Owner's Mailing Address: | 7010 N. Holmes |
| | Gladstone, Missouri 64118 |
| Name of Signer: | Scott Wingerson |
| Basis of Legal Authority to Sign: | City Manager |
| Signer's Telephone Number: | Same as above |
| Signer's Mailing Address: | Same as above |

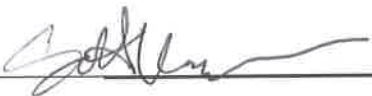
The map, parcel number and assessed value of each tract of real property within the proposed District owned: The District will contain all or a limited portion of the following parcels:

| Address | Map/Parcel I.D. | Assessed Value |
|------------------------|-----------------|----------------|
| 6880 N. Oak Trafficway | 13613000901200 | \$0 |
| 6900 N. Oak Trafficway | 13613000901100 | \$0 |
| Total | | \$0 |

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

City of Gladstone, Missouri
a Third-Class City in Clay County, Missouri

By: 

Name: Scott Wingerson

Title: City Manager

Date: June 5, 2020

STATE OF mo)
COUNTY OF clay) SS.

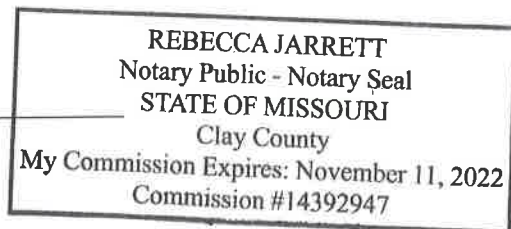
BE IT REMEMBERED, that on this 5th day of June, 2020 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Scott Wingerson, City Manager of the City of Gladstone Missouri, who executed the foregoing instrument on behalf of said City and he duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

NOV 11, 2022



June 5, 2020

CERTIFIED MAIL; RETURN RECEIPT REQUESTED

City of Gladstone, Missouri
7010 N. Holmes Street
Gladstone, MO 64118

Re: Notice of Public Hearing Regarding Proposed 6900 N. Oak Trafficway
Community Improvement District

Dear Property Owner:

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If you have questions or would like to discuss the proposed 6900 N. Oak Trafficway Community Improvement District, please contact me at (816) 423-4096.



Ruth Bocchino
City Clerk
City of Gladstone, Missouri

Enclosure

NOTICE OF PUBLIC HEARING
6900 N. OAK TRAFFICWAY COMMUNITY IMPROVEMENT DISTRICT

The City Council of the City of Gladstone, Missouri, will hold a public hearing during its meeting beginning at 7:30 p.m., on June 22, 2020, in the Council Chambers at City Hall, 7010 N. Holmes Street, Gladstone, Missouri 64118. The hearing is being held pursuant to the requirements of Section 67.1431 of the Revised Statutes of Missouri, as amended, regarding the establishment of 6900 N. Oak Trafficway Community Improvement District herein described.

1. A petition for the establishment of 6900 N. Oak Trafficway Community Improvement District has been filed with the Gladstone City Clerk.
2. The proposed district is located generally at 6900 and 6900 N. Oak Trafficway, Gladstone, Missouri 64118. The boundaries of the proposed district are more specifically shown on the map attached hereto.
3. A copy of the petition is available for review at the office of the Gladstone City Clerk during regular business hours.
4. All interested persons shall be given an opportunity to be heard at the public hearing.



Ruth Bocchino
City Clerk
City of Gladstone, Missouri

NE 70TH ST

HEIGHTS AT LINDEN SQUARE

NE 69TH ST

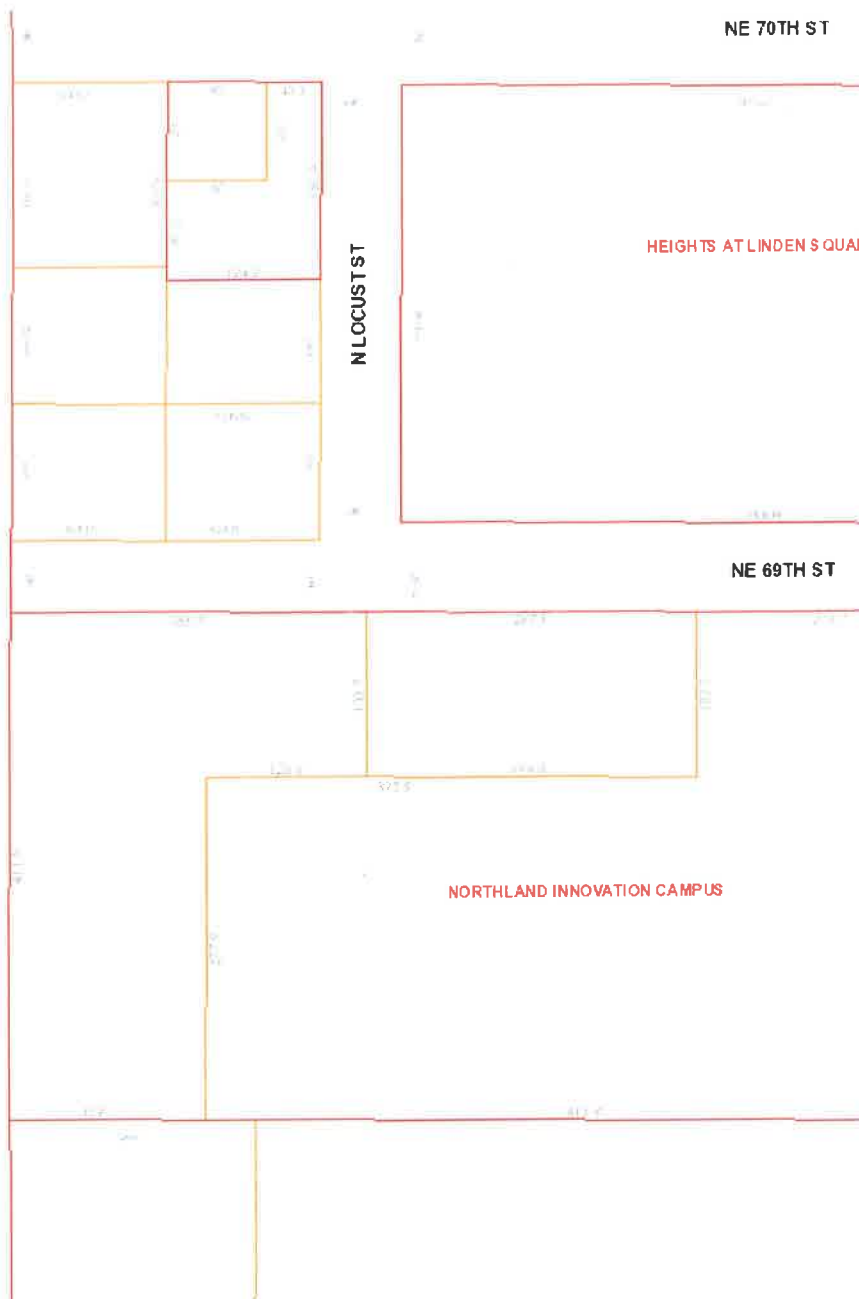
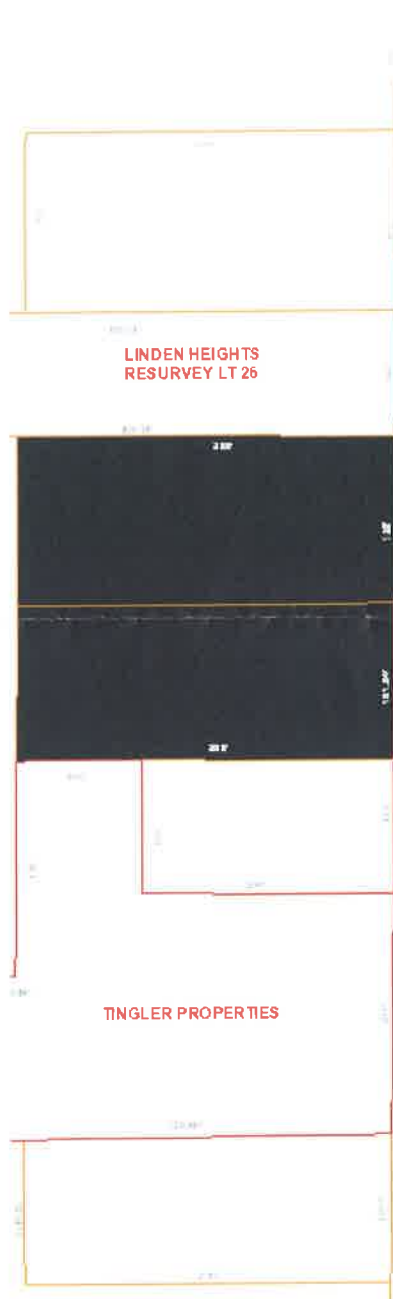
NORTHLAND INNOVATION CAMPUS

N LOCUST ST

N OAK TRFY

LINDEN HEIGHTS
RESURVEY LT 26

TINGLER PROPERTIES



AFFIDAVIT OF PUBLICATION

NPG Newspapers, Inc., P.O. Box 29, St. Joseph, MO 64502

Reference: 90701
Ad ID: 6649990

P.O. :

DESC : 6900 N Oak Tfwy CID.Taco Bell

BECKY JARRETT
CITY OF GLADSTONE
7010 N. HOLMES
GLADSTONE, MO 64118


County of Clay
State of Missouri

I, SANDRA RIDINGS, being duly sworn according to law, state that I am the Legal Advertising Coordinator of THE COURIER TRIBUNE, a weekly newspaper of general circulation in the County of Clay County, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Liberty, Missouri, the city publication; which newspaper had been published regularly and consecutively for a period of four years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agree to pay a state price for a subscription for a definite period of time. Affiant further declares that said newspaper is qualified under and has complied with provision of Section 493.050 to 493.090, Missouri Revised Statutes 1949, as amended. The affixed notice appeared in said newspaper on the following consecutive week(s):

Run Dates: 06/11/20 to 06/11/20
Appearances: 2
AD SPACE: 182

(Signed) 

Subscribed and sworn before me this
11 day of June 2020

 Notary Public

JUDY B. MORENO
Notary Public - Notary Seal
State of Missouri
Commissioned for Buchanan County
My Commission Expires: June 23, 2020
Commission Number: 12544882

My Commission Expires: 6/23/20

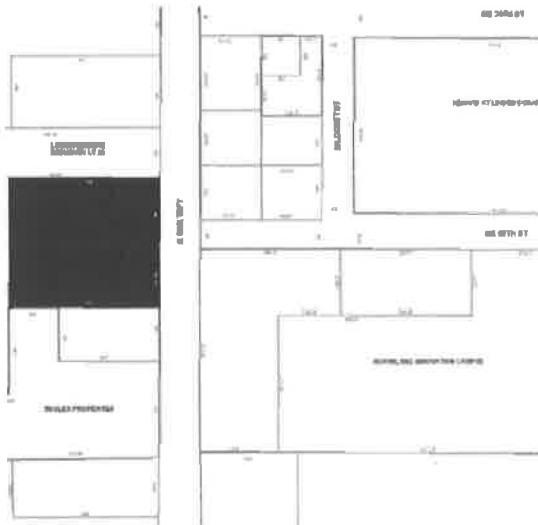
(Published in the Courier-Tribune Thurs. 6/11/20)

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**Ruth Bocchino, City Clerk
City of Gladstone, Missouri**



City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, Ruth E. Bocchino, City Clerk of the City of Gladstone, Missouri, state the following:

1. A petition to form the 6900 North Oak Trafficway Community Improvement District was filed with the City Clerk on June 5, 2020.
2. It has been determined that on June 5, 2020, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.
3. On June 18, 2020, I delivered the verified petition to the City Council.

Date: June 18, 2020



Ruth E. Bocchino
City Clerk
City of Gladstone, Missouri