



**CITY COUNCIL MEETING  
GLADSTONE, MISSOURI  
MONDAY, JULY 13, 2020**

**CLOSED SESSION**

The City Council will meet in Closed Executive Session at 5:30 pm Monday, July 13, 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, 610.021(2) Real Estate Acquisition Discussion, and 610.021(13) Personnel Records.

**OPEN STUDY SESSION 6:15 PM**

- 1. Architectural Firm for Fire Station #2 Project-** Director Hasty will introduce the design team from Hoefer Wysocki.
- 2. Oak Grove Restroom/Concession Building Plan-** Representatives from HTK Architects will present the attached plan and provide sample materials.
- 3. Regional Multi-Hazard Response Plan-** Fire Marshal Marc Wachter will speak on this Plan which allows the City to be eligible to apply for and receive funds under FEMA.
- 4. EOP Update-** Division Chief Sean Daugherty will provide the new Emergency Operations Plan and explain the City Council's roles and responsibilities in relation to this Plan.
- 5. Street Maintenance-** Director Nebergall will provide the proposed FY21 Street Maintenance Program.

**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 22, 2020, Closed City Council Meeting Minutes.**
- 6. Approval of the June 22, 2020, Regular City Council Meeting Minutes.**
- 7. PROCLAMATION: Parks and Recreation Month**
- 8. CONSENT AGENDA**

**RESOLUTION R-20-22** A Resolution authorizing the City Manager to enter into an agreement with the Friends of the Atkins-Johnson Farm and Museum, Incorporated for event programming and volunteer services.

**RESOLUTION R-20-23** A Resolution authorizing the City Manager to execute a Professional Services contract with Hoefer Wysocki Architects in the amount of 8% of the total construction cost, plus additional services and reimbursable expenses, not to exceed \$288,310.00 for Architectural Design Services for the expansion and renovation of Public Safety Fire Station #2, located at 6569 North Prospect.

**RESOLUTION R-20-24** A Resolution authorizing Change Order No. 5 in the amount of \$947,818.63 to the contract with Metro Asphalt Incorporated, for the 2019 Mill and Overlay Program Project TP2006.

**RESOLUTION R-20-25** A Resolution authorizing Change Order No. 10 in the amount of \$303,460.61 to the contract with Blue Nile Contractors, Incorporated, for the 2019 and 2020 Water and Sewer Main Replacements Project WP1986.

**RESOLUTION R-20-26** A Resolution authorizing acceptance of work under contract with Blue Nile Contractors, Incorporated, for the 2019 Sewer Cleaning and Televising Project, and authorizing final payment in the amount of \$3,901.46 for project SP1989.

**RESOLUTION R-20-27** A Resolution authorizing acceptance of work under contract with ORR Wyatt Streetscapes, for the Shoal Creek Trail Segment 4-North Antioch Road to North Brighton Road Project, and authorizing final payment in the amount of \$3,988.71 for Project TP1871.

**RESOLUTION R-20-28** A Resolution authorizing acceptance of work under contract with FDC Contract, a John A. Marshall Company, for the Community Center Banquet Room Carpet Replacement Project, and authorizing final payment in the amount of \$25,675.00 for Project CO2058.

**RESOLUTION R-20-29** A Resolution authorizing acceptance of a proposal from Central Salt for the purchase of snow removal salt.

**APPROVE OUTDOOR SPECIAL EVENT:** Johnson Family-Celebration of Life: Oak Grove Park, Saturday, July 18, 2020.

## **REGULAR AGENDA**

### **9. Communications from the Audience.**

*Members of the public are invited to speak about any topic not listed on the agenda. When speaking, please state your name and address for the record and limit comments to 2 minutes.*

### **10. Communications from the City Council.**

### **11. Communications from the City Manager.**

### **12. FIRST READING BILL NO. 20-22** An Ordinance amending Title IX of the City of Gladstone, Clay County, Missouri, Code of Ordinances by repealing certain provisions contained therein and enacting in lieu thereof new provisions designated as Title IX relating to minimum standards to safeguard life or limb, health, property and the public welfare within the City and designated as the "Building and Construction Ordinance "for the City of Gladstone, Clay County, Missouri.

- 13. PUBLIC HEARING:** Site Plan Revision 6600 NE Antioch Road (White Chapel Funeral Home)
- 14. FIRST READING BILL NO. 20-23** Site Plan Revision 6600 NE Antioch Road (White Chapel Funeral Home)
- 15. PUBLIC HEARING:** Site Plan Revision 7117 N. Prospect Avenue (Hy-Vee Food Stores)
- 16. FIRST READING BILL NO. 20-24** Site Plan Revision 7117 N. Prospect Avenue (Hy-Vee Food Stores)
- 17. CONSIDER BUILDING PERMIT:** Hy-Vee Aisle Online Canopy, 7117 N. Prospect Avenue.
- 18. Other Business.**
- 19. 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 blj  
July 9, 2020





***Department of Public Safety  
Administration  
Memorandum MJH 20-16***

**DATE:** July 6, 2020

**TO:** ✓ Scott C. Wingerson, City Manager

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

**CC:** Chris Williams, City Attorney  
Captain Jeffrey R. Self, Support Services Division Commander  
Captain Robert L. Hays, Police Field Services Division Commander  
Division Chief Sean Daugherty, Fire/EMS Division Commander  
File

**RE:** HOEFER WYSOCKI ARCHITECTS – INTRODUCTION TO CITY COUNCIL

In April, 2019 the citizens of Gladstone approved a ½ cent general sales tax to provide funding for building projects in the Public Safety Department and to augment salaries for specific positions in the city budget. A portion of the revenue generated from the new sales tax is to be used for the expansion and renovation of Public Safety Fire Station #2, 6569 N. Prospect. To begin the project an architectural firm was needed to develop design specifications.

A "Request for Proposals" (RFP) was developed and advertised on Tuesday, October 1, 2019 soliciting proposals from qualified architectural firms for both the construction of a law enforcement facility (Public Safety Department Headquarters) and the expansion and renovation of Fire Station #2. The closing date for accepting proposals was Tuesday, October 22, 2019.

The RFP permitted interested firms to submit combined proposals for both projects (law enforcement facility and fire station), submit separate proposals for both projects, or submit a single proposal for only one of the projects. Eleven firms submitted proposals for these projects; four firms submitted combined proposals, five firms submitted separate proposals for both projects, one firm submitted a proposal for the police facility only, and one firm submitted a proposal for the fire facility only.

You, Assistant City Manager Robert Baer, Parks, Recreation, and Cultural Arts Director Justin Merkey, and Public Works Director Tim Nebergall assisted me in the evaluation of the proposals and seven firms were selected for interviews. The seven firms were interviewed by the evaluation team and scored each firm's presentation. After tabulating the scores from the interviews, the architectural firm of Hoefer Wysocki received the highest scores. Based upon the evaluations of the proposals and the interviews conducted, I recommend a contract for architectural services with the firm Hoefer Wysocki be presented to the City Council.

The national pandemic slowed progress on this project however, we are now ready to move forward with the design of the expansion and renovation of Public Safety Fire Station #2. Representatives of the architectural firm Hoefer Wysocki will be available for introduction to the City Council at their Study Session on Monday, July 13, 2020. A resolution authorizing you to sign a contract for architectural services with the firm of Hoefer Wysocki will be on the Regular City Council Meeting agenda that same night. Please advise if you need further information.



***Department of Parks, Recreation, & Cultural Arts  
Memorandum***

**DATE:** July 7, 2020

**TO:** Scott Wingerson, City Manager

**FROM:** Justin Merkey, Director of Parks, Recreation, and Cultural Arts

**RE:** Oak Grove Park/Oak Park High School Joint Park Pavillion Project

Staff from both North Kansas City Schools and the City of Gladstone have met over the past two years regarding a joint restroom/concessions facility that could serve the City's large summer events such as Blues Fest, Theatre in the Park, and July 4<sup>th</sup> Celebration. In addition, the facility would replace the current park restroom and become restrooms for daily park patron use. The initial plan was presented to City Council in December of 2018. Shortly after that time, the project was bid and the bids came in approximately 25% higher than anticipated. The project was then placed on hold due to funding and overall expense of the project.

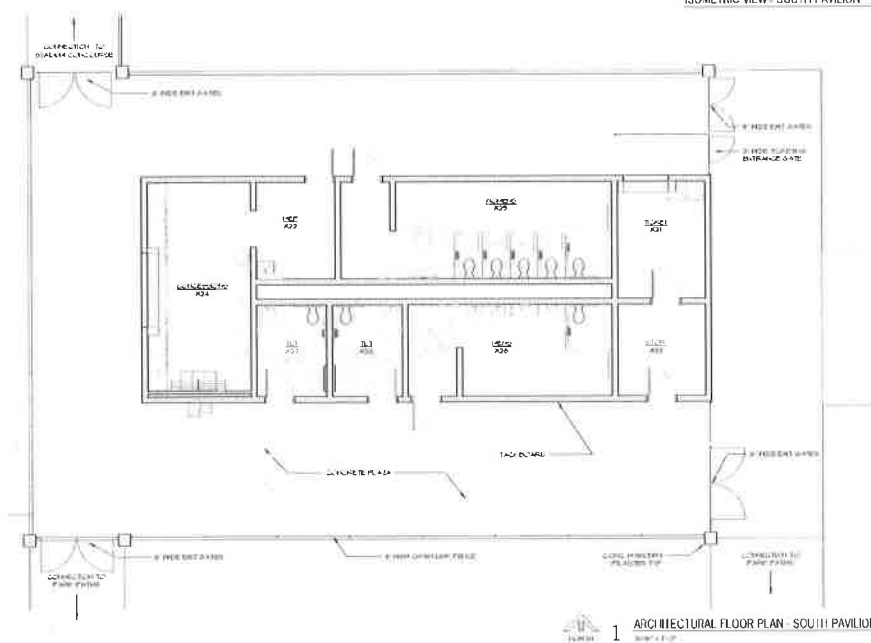
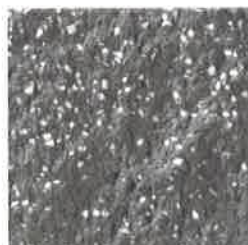
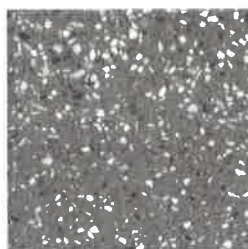
As you are aware, the North Kansas City Schools no tax bond increase passed last month. This will now allow the district to do more improvements to the Oak Park High School Football stadium than originally planned which should provide better pricing for the project. This new park pavilion will be the visiting team's concessions, restrooms and point of entry for Oak Park High School football games.

After presenting the initial building layout to City Council in 2018, the City Council requested more toilets to be included in the women's restroom. As you can see on the attached plan, there are (5) toilets for the women's restroom and (1) toilet/(2) urinals in the men's restroom. Additionally, there are (2) unisex ADA restrooms that will remain open during park hours for use by park patrons.

The approximate location of the new structure will be on school district property abutting the park's property line northwest of the large shelter. The City has retained funds from the 2018 park improvements funding in the amount of \$200,000 to assist with this project.

Gordon Kimble and James Evrard of HTK Architects will be at Monday Evening's City Council Meeting to present the attached plan, provide sample materials and answer any questions raised by City Council Members. Please let me know if you have any questions.







***Department of Public Safety  
Administration  
Memorandum MJH 20-17***

**DATE:** July 6, 2020

**TO:** ✓ Scott C. Wingerson, City Manager

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

**CC:** Division Chief Sean Daugherty, Fire/EMS Division Commander  
Fire Marshal Marc Wachter, Emergency Management Specialist  
File

**RE:** REGIONAL MULTI-HAZARD MITIGATION PLAN

Since November 2004, all local governments have been required to have an approved hazard mitigation plan in order to be eligible to apply for and receive certain funds under the FEMA Hazard Mitigation Program. These plans must be updated at least once every five years in order to continue eligibility for grant funding under this program. Mitigation plans identify the natural and technological hazards that could impact communities, identify actions to reduce losses from those hazards, and establish a coordinated process to implement those actions.

Since 2004, the Mid-America Regional Council (MARC), at the invitation of the State Emergency Management Agency (SEMA) and in partnership with the Missouri Association of Councils of Government (MACOG), has worked with local officials in Jackson, Clay, Platte, Cass, and Ray Counties and jurisdictions within those counties to prepare a *Regional Multi-Hazard Mitigation Plan* that helps local governments, school districts, businesses, community groups, and citizens in those jurisdictions with their planning and mitigation efforts. The 2020 Plan update reflects changes in the planning area, includes additional hazards, notes progress made on mitigation actions from previous plans and identifies new mitigation actions.

The plan addresses the range of hazards that may affect the Kansas City region: tornadoes, severe thunderstorms, severe winter weather, flooding, levee failures, dam failures, drought, heat waves, wildland fires, earthquakes, mass transportation accidents, hazardous materials incidents, emerging infectious disease, trans-boundary animal disease, public mass shooting incident, civil disorder, cyber disruption, and terrorism. Hazard mitigation is a dynamic and ongoing process.

Fire Marshal Marc Wachter, Emergency Management Specialist, will present the plan to the City Council at their Study Session on Monday, July 13, 2020. A resolution adopting the plan will appear on the Regular City Council Meeting Agenda on Monday, July 27, 2020. A copy of the plan can be viewed and downloaded from the following web site:

<https://www.marc.org/Emergency-Services-9-1-1/MEMC/Activities/2020-Hazard-Mitigation-Plan>. Please advise if you have any questions.



***Department of Public Safety  
Fire/EMS  
Memorandum 20-33SCD***

**DATE:** 06/26/2020

**TO:** Director Mike Hasty

**FROM:** Division Chief Sean Daugherty

**RE:** Study Session-Multi-Jurisdictional Hazard Mitigation Plan

Directory Hasty,

On July 13<sup>th</sup>, 2020 Marc Wachter will present information on the Mid-America Regional Council's five year update to the Multi-Jurisdictional Hazard Mitigation Plan. This plan covers the counties of Cass, Clay, Platte, Ray, and Jackson. The update to this plan was started early in the Spring of 2020, but with the COVID-19 limiting many functions there was some delay in getting it all put together by MARC till now. The plan covers the risk to natural hazards and goals and actions that the jurisdictions have identified to take over the next 5 years to mitigate impacts from such disasters. MARC will have its plan submitted to both the State Emergency Management Agency and the Federal Emergency Management Agency for the five counties in the plan and wish to have adoption by all jurisdictions in those counties.

Respectfully,

Division Chief Daugherty





***Department of Public Safety  
Administration  
Memorandum MJH 20-18***

**DATE:** July 6, 2020

**TO:** ✓ Scott C. Wingerson, City Manager

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

**CC:** Division Chief Sean Daugherty, Fire/EMS Division Commander  
Fire Marshal Marc Wachter, Emergency Management Specialist  
File

**RE:** EMERGENCY OPERATIONS PLAN UPDATE

The City of Gladstone Emergency Operations Plan has been recently updated and this update has included a transition of format from the traditional functional EOP to the Emergency Support Function (ESF) format. The ESF format is modeled after the National Response Framework which addresses functions by grouping agencies and organizations with responsibility and resources to those functions. The Mid-America Regional Council (MARC) and the Clay County Emergency Management Agency has adopted the ESF format in their planning documents.

Division Chief Sean Daugherty, in consultation with Missouri State Emergency Management Agency Regional Coordinator Gloria Brandenburg completed the revisions to the EOP. He is prepared to present the new EOP to the City Council at their Study Session on Monday, July 13, 2020. He will provide information to City Council Members explaining their roles and responsibilities pursuant to the EOP. Division Chief Daugherty will also provide each council member with a flash drive containing the entire Emergency Operations Plan.

A resolution adopting the plan will appear on the Regular City Council Meeting Agenda on Monday, July 27, 2020. Please advise if you need additional information.



***Department of Public Safety  
Fire/EMS  
Memorandum 20-32SCD***

**DATE:** 06/26/2020

**TO:** Director Mike Hasty

**FROM:** Division Chief Sean Daugherty

**RE:** Study Session-EOP Update

Directory Hasty,

On July 13<sup>th</sup>, 2020 I will be presenting to the City Council the update on the Emergency Operation Plan (EOP) which will entail the removal of Annexes from the plan and switching over to Emergency Support Functions (ESF's). I will also give updates on other minor revisions that were made at the recommendation of the Region A State Emergency Management Director and also be updating the council members on their roles as it pertains to the plan. The council will also receive their copy of the EOP on a thumb drive.

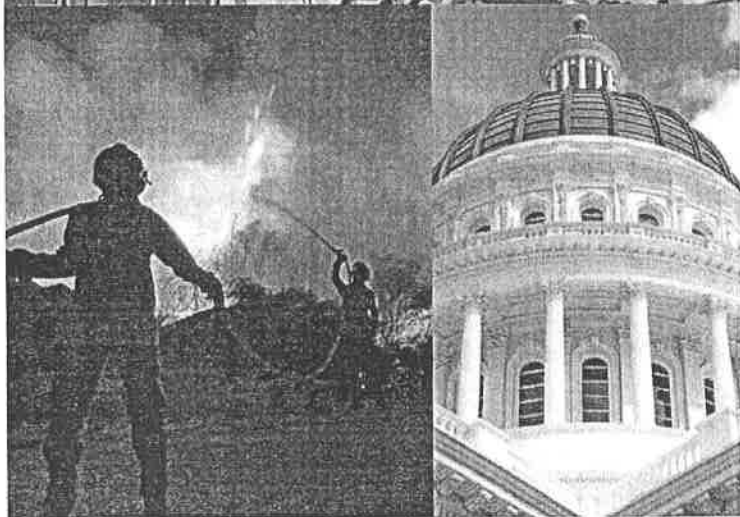
Respectfully,

Division Chief Daugherty



# ARE YOU READY?

AN ELECTED OFFICIAL'S GUIDE TO EMERGENCY MANAGEMENT





# Emergency Management: A Vital Government Function

*Emergency management is an essential government service. Its purpose is to apply resources and efforts to mitigate, prevent when possible, protect where feasible, and to respond and recover from all threats and hazards that impact the safety and security of the nation.*

Emergencies and disasters can pose both short and long-term public policy challenges, including continuity of government, public health, economic development, the environment, agriculture, and technology. In addition to natural disasters, emergency management must deal with complex issues like climate adaptation, cybersecurity, countering terrorism, critical infrastructure interdependencies, infectious disease outbreaks, and school safety. While not necessarily the lead agency in every event, emergency management is responsible for coordinating the overall state response. Having an effective emergency management system in place can help minimize the potentially devastating impact from emergencies and disasters.

Government has the responsibility to ensure an effective response and recovery for any event that threatens the residents and communities of a state. The emergency management agency is responsible for:

- ▶ Identifying and assessing potential hazards;
- ▶ Developing emergency operations plans and procedures;
- ▶ Training personnel;
- ▶ Conducting drills and exercises to test plans;
- ▶ Providing situational awareness for informed decision making by leaders;
- ▶ Coordinating response efforts between all public and private entities;
- ▶ Providing critical information to the public;
- ▶ Facilitating mutual aid;
- ▶ Administering disaster assistance programs; and
- ▶ Providing overall coordination for disaster recovery.

## ► Phases of Emergency Management

**1 Preparedness:** Activities undertaken to prepare for disasters and emergencies and facilitate future response and recovery efforts. Includes writing emergency operations plans and procedures, training, exercises, evacuation planning, public education and warning.

**2 Mitigation:** Activities undertaken to avoid, eliminate or reduce the probability of occurrence, or to lessen the effects of an emergency/disaster. It involves actions to protect lives and property and to defend against attacks.

**3 Response:** Activities undertaken in the immediate aftermath of a disaster that help to reduce casualties and damage, and that expedite recovery. Response activities include warning, evacuation, rescue and other similar operations.

**4 Recovery:** Reconstruction, repair and rebuilding activities intended to restore a community. In addition to permanent repairs to bridges, roads and buildings, these activities include helping victims return to permanent housing, community redevelopment activities, and long-term redevelopment planning.

# Building a National Emergency Management System

*Emergency preparedness is a shared responsibility among all levels of government. Adequate emergency management and response personnel, equipment, facilities, training and other resources are necessary at the local, state and federal level.*

Strengthening the capabilities of local and state emergency management and the various response disciplines will help prevent the loss of life and property during disasters, deliver assistance to victims more quickly, and reduce costs.

The nation requires an emergency management **system** that recognizes the necessary integration of local, tribal, state, regional and federal organizations capable of creating a single management structure in response to disasters. Unity of effort is a prerequisite for effective disaster response. Intergovernmental relationships must be established and communications networks in place prior to events.



## ► Components of an effective emergency management system:

- Emergency management is recognized as a critical government service.
- Hazards and threats are identified and emergency operations plans are in place to address them; mitigation and prevention activities are encouraged and supported by public officials.
- Emergency management agencies are appropriately staffed, trained and resourced.
- Emergency operations centers are functional and used to coordinate disaster response; interoperable communications systems are in place; and information-sharing takes place between all response entities.
- Emergency warning and notification systems exist. Government has the ability to provide clear and timely information to the public during times of disaster.
- Mutual aid systems help facilitate the request or provision of supplemental disaster assistance when needed.
- The private sector, volunteer agencies and other key stakeholders are engaged with government in planning and preparedness activities and are effectively utilized during disaster response and recovery.
- Citizens understand their responsibility and take action to prepare for disasters and lessen their reliance on government.
- Communication and coordination takes place regularly between emergency management agencies at all levels of government.



EMAC is law in all 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands. This congressionally ratified agreement is an efficient and effective system for states to share resources with one another during Governor declared incidents. Resolved upfront are key issues such as tort liability and immunity, license reciprocity, workers' compensation, and reimbursement. Implemented through the state emergency management agencies, states are able to leverage the nation's premiere mutual aid system when they need assistance from each other. NEMA serves as the national administrator for EMAC. [www.emacweb.org](http://www.emacweb.org)

## Emergency Preparedness for Individuals

***Elected officials should make sure the public, private sector and media understand the limitations of government in disasters and plan for emergencies in advance.***

The increasing reliance on government to meet the most basic needs of people in the immediate aftermath of a disaster leads to unrealistic expectations and causes other vital response and recovery actions to be delayed.

Disaster assistance programs are available to help individuals, businesses, nonprofit organizations and governments recover following a disaster, but the programs are limited and many include loans that must be repaid or require a shared financial contribution. Sufficient government funding isn't available to fully restore what can be lost in a disaster. Therefore, it's important that people make good decisions about where they build their homes and locate their businesses, purchase adequate insurance, put emergency plans in place, and take actions to lessen the impact of disasters before they strike.

State and local emergency management agencies regularly promote individual and family preparedness through public information campaigns and other special events to raise awareness of the importance of emergency planning. Specific instructions on what to do during a disaster can be found on their web sites along with emergency plans, evacuation routes, and emergency shelter locations. Many states now provide information to the public in real-time through apps that can be downloaded onto smart phones or other electronic devices. Elected officials are encouraged to contact their emergency management agencies and lend support to public information campaigns taking place within their jurisdictions.



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**The message of individual preparedness and self-reliance is one that should be conveyed by elected officials before, during and after disasters.**

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## Private Sector Preparedness

***Companies in the private sector have a responsibility to their employees and the communities they serve to be prepared for emergencies and disasters.***

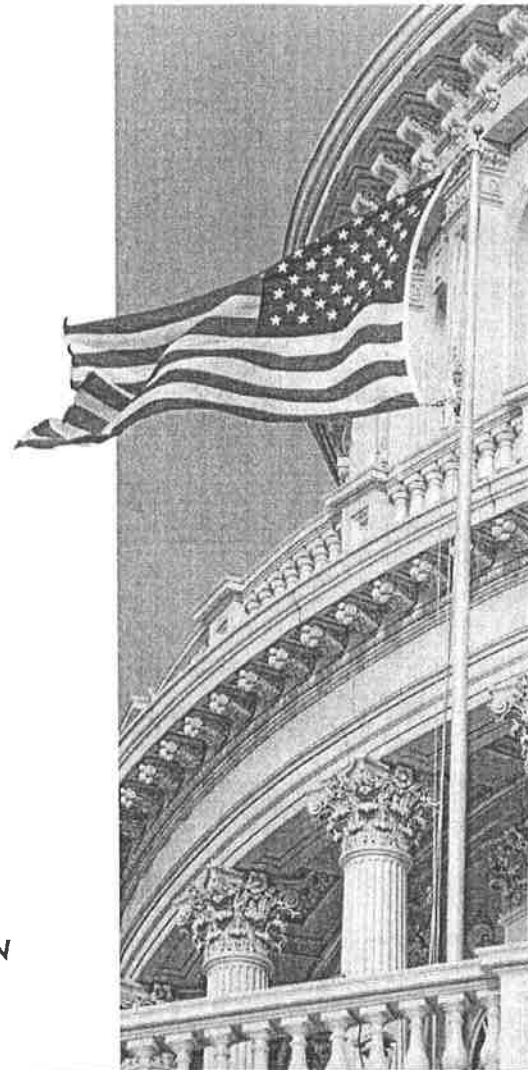
Elected officials can encourage key industries and companies to assess their own hazards and threats, develop plans and procedures to address them, and train and drill their employees on emergency protocols. In addition, many businesses that can reopen quickly following a disaster can also help provide basic services to communities such as bottled water, ice, food, and fuel. This allows government to focus on other vital services, such search and rescue operations, utilities restoration and infrastructure repair.

The private sector has vast resources beyond those of government and the systems in place to access and deliver equipment and other assistance more quickly. Most state and local governments have engaged in joint planning with the private sector and recognize them as important partners in an effective emergency management system. Public-private partnerships that allow each sector to utilize their skills and resources can help ensure a quicker recovery.

The private sector must be resilient and elected officials should encourage business leaders to be prepared. Business continuity is vital to a community's ability to recover after a disaster.







NEMA is a nonprofit, nonpartisan organization and an affiliate of The Council of State Governments. Established in 1974, NEMA represents the emergency management directors in the 50 states, U.S. territories and District of Columbia.

#### **HEADQUARTERS OFFICE**

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**[WWW.NEMAWEB.ORG](http://WWW.NEMAWEB.ORG)**



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## ***Department of Public Works Memorandum***

**DATE:** July 8, 2020  
**TO:** Scott Wingerson, City Manager  
**FROM:** Timothy A. Nebergall, Director of Public Works  
**RE:** Proposed FY21 Street Maintenance Program

### **Introduction:**

The purpose of this study session is to present the proposed FY21 street maintenance program.

### **Background:**

The City of Gladstone develops a street maintenance program each year. To assist in this effort, staff utilizes a computer software program called MicroPaver. The road network is surveyed and the program is used to quantify the pavement condition using a Pavement Condition Index (PCI).

The City typically utilizes three (3) techniques: intermediate maintenance, mill and overlay, and full-depth reconstruction. Intermediate maintenance is typically used on structurally sound pavements. The term intermediate maintenance can be used to describe a variety of techniques including crack seal, slurry seal, microsurface, and ultrathin bonded asphalt surface (UBAS). Only microsurface is planned this year.

Mill and overlay consists of removing the top 2" of existing asphalt and resurfacing the roadway. This technique is typically accompanied by concrete work, including the installation of ADA ramps and curb and gutter repair.

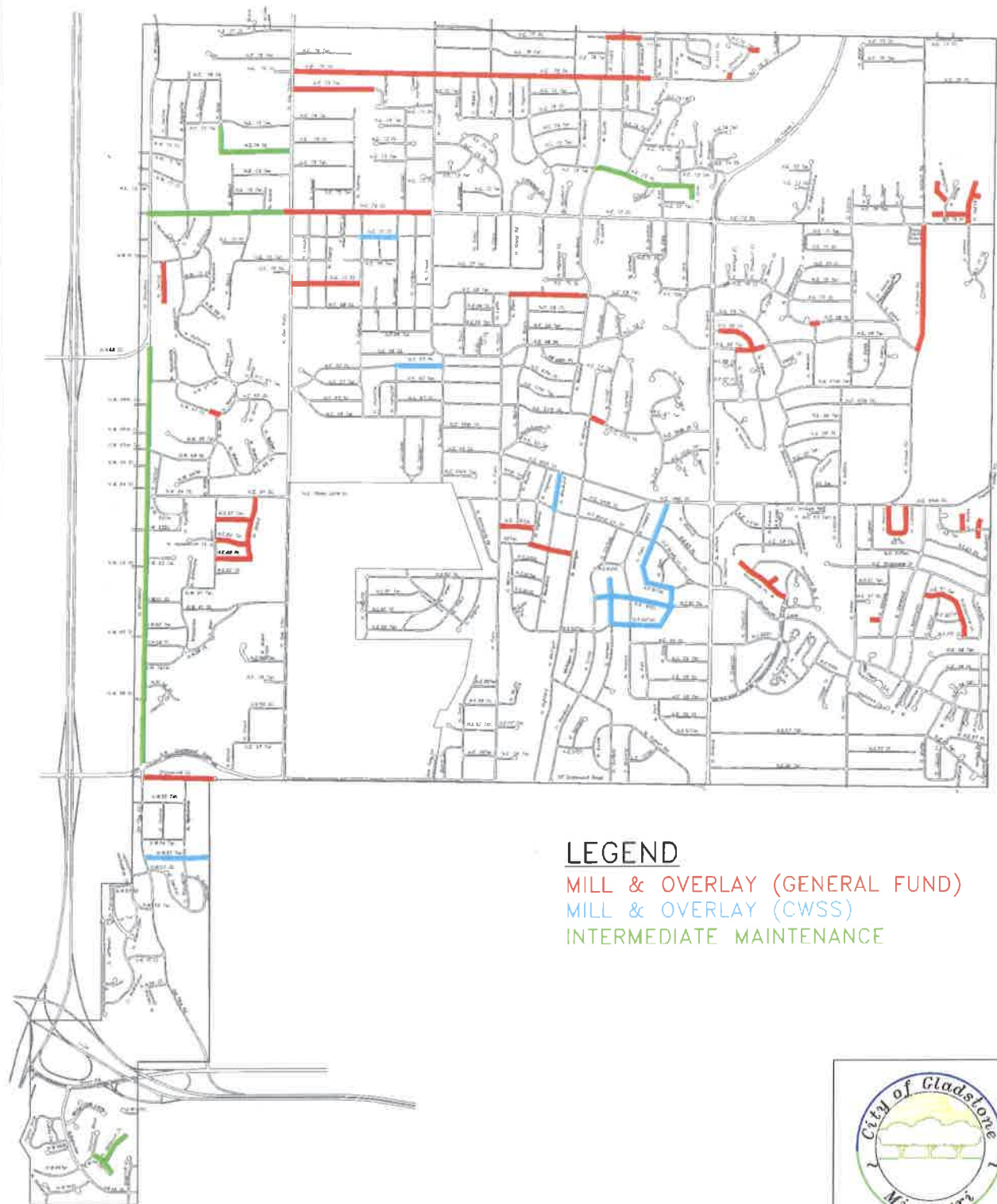
The third and most expensive type of maintenance is full depth replacement of the roadway. This work includes removing the entire roadway section, stabilizing the subgrade below the pavement, and reconstructing the asphalt pavement. No full depth reconstruction is planned for this year.

### **Recommended Improvements:**

This year's proposed program includes approximately 10-lane miles of mill and overlay, 5-lane miles of microsurface, and 40 ADA ramps at intersections. A map showing this year's program is attached which represents a \$2-M investment in the City's street network.

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





## PROPOSED 2020 STREET MAINTENANCE PROGRAM



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

**PRESENT:** Mayor Jean Moore  
Mayor Pro Tem R.D. Mallams  
Councilman Bill Garnos  
Councilman Tom Frisby  
Councilmember Tina Spallo

City Manager Scott Wingerson  
Assistant City Manager Bob Baer  
City Clerk Ruth Bocchino  
City Attorney Padraic Corcoran

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

**Mayor Moore** opened the Regular City Council Meeting Monday, June 22, 2020, at 7:39 pm.

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

City Clerk Ruth Bocchino called the Roll. All Councilmembers were present.

**Item No. 3. On the Agenda.** Pledge of Allegiance to the Flag of the United States of America.

**Mayor Moore** asked all to join in the Pledge of Allegiance to the Flag of the United States of America and thanked VFW Post 10906: Joe Liles, Carla Gleaton, and Dennis Perkins for posting the Colors.

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

The Agenda was approved as published.

**Item No. 5. On the Agenda.** Approval of the June 8, 2020, Regular City Council Meeting Minutes.

**Mayor Pro Tem Mallams** moved to approve the minutes of the June 8, 2020, Regular City Council meeting as presented. **Councilman Garnos** seconded. 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. 6. On the Agenda. CONSENT AGENDA.**

Following the Clerk's reading:

**Mayor Pro Tem Mallams** moved to approve the Consent Agenda as published. **Councilman Garnos** seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0)

**Mayor Pro Tem Mallams** moved to **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.

**Councilman Garnos** seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0)

**Mayor Pro Tem Mallams** moved to **APPROVE FINANCIAL REPORT FOR MONTH ENDING MAY 31, 2020.** **Councilman Garnos** seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0)

**REGULAR AGENDA.****Item No. 7. On the Agenda.** Communications from the audience.

There were none.

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

**Councilmember Spallo** stated: *"Thank you, Mayor. I want to bring notice to our new piece of art that was installed on 70<sup>th</sup> Street today, I believe, and it is beautiful. I really like it. Thank you Justin and to your staff, and the Arts Council. Also, I'd like to bring attention to the fact that one of our local principals, Eric Johnson, from Winnetonka, was named the Missouri Principal of the Year. This is a great honor for him and for our residents that go to Winnetonka, for his great leadership and it's just a great honor for this man and he is going to be competing on the national level now. Congratulations to Eric Johnson. Thank you."*

**Councilman Frisby** stated: *"Thank you, Mayor. I would like to thank City Manager Wingerson and Assistant City Manager Baer for the orientation that they put me through on Tuesday and to all the heads of the departments that came through. It really enlightened me to some of the things that they do; that I didn't know that they did. Although I didn't get completely up to speed, it gave me a good head start, so thank you."*

**Councilman Garnos** stated: *"Thank you, Mayor. I've got three things I wanted to mention this evening. I wanted to start by thanking all the attorneys for providing us with a 239 page packet to read for this evening's meeting. I also wanted to thank the new Councilmembers for being able to hit the ground running; normally you've got a couple of months after the municipal election to get up to speed but you were greeted to the new Council with a two-hour budget hearing and a 239 page packet. Thank you for your service and I'm going to pretend like it gets better after this. The second; we had our in-person meeting of the Parks and Rec Advisory Board last week. At our meeting in February, I had suggested we all need to move a lot closer because we were spread out so far with the number of people at the meeting, now, several months later, we are spread out even further and we are now all shouting at each other from other sides of the room with the social distancing. I'll be glad when things return to normal. It was a good meeting. The Advisory Board was updated on the outdoor pool bathhouse renovations, the various event cancellations this summer, the safety precautions that are being taken for the opening of the outdoor pool next week and also the Oak Grove Park and North Kansas City School District restroom and concession project. I would also add that I hope we can come up with a better name for that than the restroom and concession project. The Advisory Board got an update on the new Disc Golf Course at Hobby Hill Park; the T-boxes are in, the baskets are in, the benches are in. It's up and running; it's busy; there have been a lot of positive comments about it. The signage has turned out excellent, I thought, at each hole; and for the full course maps. We do need a few more signs. We talked about that when you finish a hole, you know where to go to get to the next T-box; I had asked for that since I got lost on the course. I had a map and then I lost my map. We need a few more arrows out there for where to go. I did want to recognize all the work that city staff has done to make this a reality and to do so with a very limited budget. Staff has done a lot of very creative things to get us to this point. A special shout-out to Matt Adams and his crew for everything they have done to create a Disc Golf Course where none existed before. We still have some brush clearing to do; we probably always will. We've got a couple of holes that need some minor reconfiguring; mostly for safety, and staff is already on top of that. We have also got a lot of poison ivy out there that I know we are going to have to end up dealing with one way or another. Overall, A+ effort for getting us to this point. Finally, last, I wanted to mention on the record that on June 11, Mayor Pro Tem Mallams and I had the privilege of visiting with Mr. Bateman and going on site so that we could take a look at his cave and his Stormwater issues with our own eyes. I will leave it to the Mayor Pro Tem to describe any findings or conclusions from that visit as he is far more diplomatic than I am. Thank you, Mayor, that is all I've got."*

**Mayor Moore** stated: *"I will move to Item 8a on the Agenda which is appointment of Board and Commission liaisons. For everybody to know that all of the Councilmembers do act as a liaison to our Boards and Commissions, so when we have a change in Council, we obviously need to change those appointments. Tonight, Councilmember Spallo will be appointed to the Neighborhood Commission and the Code Board of Appeals; Councilman Frisby will represent the Council on EMAC and the Industrial Development Authority and the Tax Increment Financing Commission. Mayor Pro Tem Mallams will go to the Planning Commission and I will be the Council representative for GEBC. That takes care of Item 8a. 8b. on our Agenda is the*

*appointment of Board members to the Meadowbrook Shopping Center Community Improvement District with term expirations of July 1, 2024. Those members are John Carpenter, Beto Lopez, Chris Gahagen, Dave Stanley, and James Stuart. With that, I think we will go to No. 9, Communications from the City Manager."*

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

City Manager Scott Wingerson stated: *"Thank you, Mayor, the Gladstone Classic Concours, Classic Auto Show, is sponsored by the Kansas City Automotive Historic Society and it will take place at Atkins-Johnson Farm and Museum this Sunday, June 28, from 10:00-1:00. I'm filing this next item under the heading of 'I don't understand,' but the Gladstone Dispatch has decreased their circulation due to COVID-19, but newspapers are available at the Gladstone Hy-Vee and City Hall as well as various pull boxes around town. That is one I don't understand. Sounds of the Square Concert Series kicks off July 3<sup>rd</sup> with Petty Theft and Silver Bullet and so we are excited that things are starting to get back to normal. We will be encouraging people to social distance appropriately at all of our outdoor events moving forward so that will be a constant reminder to the public to separate and be safe. Thank you."*

**Item No. 10. On the Agenda.** Consider Building Permit: Installation of an ATM for JP Morgan Chase, Prospect Plaza.

**Mayor Pro Tem Mallams** moved to approve the Building Permit: Installation of an ATM for JP Morgan Chase, Prospect Plaza. **Councilman Frisby** seconded. 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. 11. On the Agenda.** Consider Building Permit: Olympic Car Wash-Tunnel Wash Addition.

**Councilmember Spallo** moved to approve the Building Permit: Olympic Car Wash-Tunnel Wash Addition. **Councilman Mallams** seconded. 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. 12. On the Agenda.** Consider Building Permit: NKCS Early Education-inside/outside renovation.

**Mayor Pro Tem Mallams** moved to approve the Building Permit: NKCS Early Education-inside/outside renovation. **Councilman Garnos** seconded. 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. 13. On the Agenda.** **PUBLIC HEARING:** City of Gladstone, Missouri, 2021 Annual Operating Budget.

**Mayor Moore** opened the Public Hearing at 7:53 pm.

Finance Director Dominic Accurso approached Council and gave his presentation to Council and staff. (See attached 2021 Budget Presentation Document.)

There were no questions from Council.

**Mayor Moore** asked if anyone wanted to speak in favor of the 2021 Budget.

No comments.

**Mayor Moore** asked if anyone wanted to speak in opposition of the 2021 Budget.

Bob Bateman stated he was opposed. Mr. Bateman approached Council and stated: *"Bob Bateman, 209 NW 73<sup>rd</sup> Street, Gladstone. This idea of Stormwater budget \$400,000.00 is just ridiculous with all the Stormwater problems Gladstone has and I've shown these two Councilmen here all the water that drains in this cave and all the water that drains from all the businesses that Gladstone collects and then they dump it all behind these houses on 76<sup>th</sup> Terrace haven't been paid a dime those people have not been paid a dime. If you look at the Black and Veatch Stormwater Plan, it shows that the cave basin drains 282 acres. Now imagine that; 282 acres. And the last time somebody had a little attention here was with ALDI when they added on and of course they said well it's not going to change anything but that was not true at all. These people that live there that is their homes and the water that is dumped there is collected up North Oak and over there by the trailer park and 76<sup>th</sup> Street and you know a large area and this city needs to step up and and if they want to use people's property they have to do it safely and they have to do it right and they have to pay the people for doing it. That's it."*

There was no one else to speak in opposition to the Budget.

**Mayor Moore** closed the Public Hearing at 8:12 pm.

**Item No. 14. On the Agenda. 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.

**Mayor Pro Tem Mallams** moved to approve **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. **Councilmember Spallo** seconded. 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. 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.

**Councilman Garnos** moved Bill No. 20-18 be placed on its First Reading. **Mayor Pro Tem Mallams** seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby,

Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0). The Clerk read the Bill.

**Councilman Garnos** moved to accept the First Reading of Bill No. 20-18, waive the rule, and place the Bill on its Second and Final Reading. **Mayor Pro Tem Mallams** seconded. The Vote: “aye”, Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0). The Clerk read the Bill.

**Councilman Garnos** moved to accept the Second and Final Reading of Bill No. 20-18, and enact the Bill as **Ordinance 4.518**. **Mayor Pro Tem Mallams** seconded. 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. 16. On the Agenda. 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.

**Mayor Pro Tem Mallams** moved Bill No. 20-19 be placed on its First Reading. **Councilman Garnos** seconded. The Vote: “aye”, Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0). The Clerk read the Bill.

**Mayor Pro Tem Mallams** moved to accept the First Reading of Bill No. 20-19, waive the rule, and place the Bill on its Second and Final Reading. **Councilman Garnos** seconded. The Vote: “aye”, Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0). The Clerk read the Bill.

**Mayor Pro Tem Mallams** moved to accept the Second and Final Reading of Bill No. 20-19, and enact the Bill as **Ordinance 4.519**. **Councilman Garnos** seconded. 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. 17. On the Agenda. PUBLIC HEARING:** Community Improvement District establishment, 6880 North Oak Trafficway.

**Mayor Pro Tem** opened the Public Hearing at 8:18 pm.

City Attorney Padraic Corcoran approached Council and stated: *“Nice to be back, Mayor and members of Council. Tonight, this public hearing is about the potential establishment of a CID that has been titled the 6880 North Oak Trafficway Community Improvement District. Now before I talk about what a Community Improvement District or a CID is in general and what this one is potentially going to do, I’d like to draw your attention to some things that were included in your packet and then were also set in front of your microphone tonight. The first one that you received in your packet is listed as Exhibit 1 for the purposes of this public hearing is the Petition for the Creation of 6880 North Oak Trafficway Community Improvement District which*



was filed on June 5, 2020; the second one is the City Clerk verification stating that the Petition substantially complies with the CID Act; the third one is the Affidavit of Publication of the Notice of Public Hearing published on June 11, 2020; the fourth and final item is the Certified Return Receipt and a copy of the Notice mailed to the property owner within the proposed District, mailed on June 5, 2020. Now that those four things are officially in the public record, I can begin to talk and not have to review. A Community Improvement District is a special taxing district that is formed through the submission of a petition to the City Council. That Petition was Exhibit 1. Now with that Petition, there are certain requirements. The first two that are the first things you deal with is you must have 50%, you must have owners representing 50% of the assessed value of the land within the proposed CID. This CID, the city is the sole owner of property within it so the assessed value is zero; so 50% of the assessed value is zero, so the city signing makes that first requirement. The second one is that you must have property owners representing 50% of the total property owners. Here, there is one property owner, one property owner has signed. There are various other things that are required within a CID Petition, including the name of the CID, the Board of Directors of the CID, whether or not the CID will oppose real estate business or business license taxes, special assessments, or sales taxes. For the purpose of this CID, it is only intended that the CID will impose a sales tax to be voted on by the property owners of the District. The next thing that is commonly included is whether or not the property is blighted. There has not been a blight designation sought in this, so any funds generated by this CID will be used solely to fund public improvements within this CID. Those public improvements are included in the five-year plan which is in the Petition which is another requirement of the CID Act. Now, that Petition was submitted to the City Clerk on June 5; this begins our procedural checklist that we have to go through. First is that the City Clerk verifies that the Petition substantially complies with the CID Act; I drafted it; it does, so the City Clerk was able to verify to that. The second thing on the three-step process is to publish notice of this Public Hearing; that was done; that affidavit is in front of you. The third and final thing is a mailed notice to the property owners within the CID; the city is the sole property owner within the CID, so Ruth had the pleasure of mailing something to herself, mailing something back to the city, and that was also accomplished. All of the procedural requirements have been met. The Petition meets all of the requirements imposed by the CID Act, and then after this Public Hearing, the City Council will consider an Ordinance to formally establish the CID and if the City Council determines that it does want to establish the CID, a paper will be filed with the Missouri Department of Economic Development which will provide notice to the Missouri Department of Economic Development that the CID was formed. The next step would be the CID Board of Directors would have their first meeting; because remember once we form a CID it is its own political subdivision and it is a city within a city, and then that CID Board will then determine where the CID goes from here. If anybody has any questions I'd be more than happy to answer them."

There were no questions.

**Mayor Moore** asked if anyone wanted to speak in favor of the CID.

There were no comments.

**Mayor Moore** asked if anyone wanted to speak in opposition of the CID.



There were no comments.

**Mayor Moore** closed the Public Hearing at 8:23 pm.

**Item No. 18. On the Agenda. FIRST READING BILL NO. 20-20** An Ordinance approving the petition to establish the 6880 North Oak Trafficway Community Improvement District.

**Councilmember Spallo** moved Bill No. 20-20 be placed on its First Reading. **Mayor Pro Tem Mallams** seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0). The Clerk read the Bill.

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

**Councilmember Spallo** moved to accept the Second and Final Reading of Bill No. 20-20, and enact the Bill as **Ordinance 4.520**. **Mayor Pro Tem Mallams** seconded. 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. 19. On the Agenda. PUBLIC HEARING:** Community Improvement District establishment, 6900 North Oak Trafficway.

**Mayor Moore** opened the Public Hearing at 8:26 pm.

City Attorney Corcoran approached Council and stated: *"Again, similar to what we just did, and I would also like to have all the wonderful comments that I made about the background of Community Improvement Districts incorporated into this Public Hearing but I would draw the City Council's attention to another four documents that were also provided to you. First is the Petition for the creation of the 6900 North Oak Trafficway Community Improvement District. Again, just like last time, this Petition is our foundational document, tells us what the CID is going to do; who the Board of Directors are going to be; how it is going to generate revenue and where it is. The second thing is Exhibit 2, the City Clerk verification stating that the Petition substantially complies with the CID Act, again, I wrote this one as well, and it substantially complies with the CID Act. The third thing is the Affidavit of Publication of the Notice of Public Hearing and that is before you and that is our second step in our three-step; check the box, foundational process. Our fourth thing is the Certified Return Receipt, a copy of the notice mailed to the property owners within the District; again just like last time, the city is the sole owner of property within this proposed District so is the only one that received notice so we got to mail something to ourselves, certified. If anybody has any questions about what the differences are; these two CID's do technically overlap each other but they do have completely different public improvement purposes; there are no blight designations on either. These CID's will serve simply as funding mechanisms for the construction of public improvements within the proposed*

*District and potentially a broader area if they are at some point potentially expanded. Again, just wanted to try to get these established as soon as possible. Any questions?"*

There were no questions.

**Mayor Moore** asked if anyone wanted to speak in favor of the CID.

There were no comments.

**Mayor Moore** asked if anyone wanted to speak in opposition of the CID.

There were no comments.

**Mayor Moore** closed the Public Hearing at 8:28 pm.

**Item No. 20. On the Agenda. FIRST READING BILL NO. 20-21** An Ordinance approving the petition to establish the 6900 North Oak Trafficway Community Improvement District.

**Mayor Pro Tem Mallams** moved Bill No. 20-21 be placed on its First Reading. **Councilmember Spallo** seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0). The Clerk read the Bill.

**Mayor Pro Tem Mallams** moved to accept the First Reading of Bill No. 20-21, waive the rule, and place the Bill on its Second and Final Reading. **Councilmember Spallo** seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilman Bill Garnos, Mayor Pro Tem R.D. Mallams, and Mayor Jean Moore. (5-0). The Clerk read the Bill.

**Mayor Pro Tem Mallams** moved to accept the Second and Final Reading of Bill No. 20-21, and enact the Bill as **Ordinance 4.521**. **Councilmember Spallo** seconded. 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. 21. On the Agenda.** Other Business.

There was none.

**Item No. 22. On the Agenda.** Adjournment.

**Mayor Moore** adjourned the June 22, 2020, Regular City Council meeting at 8:30 pm.

Respectfully submitted:

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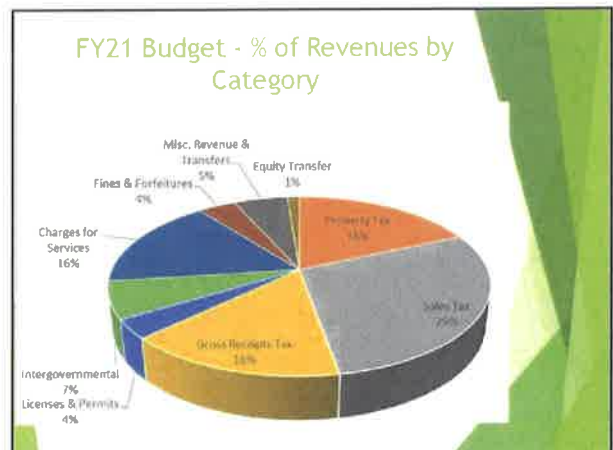
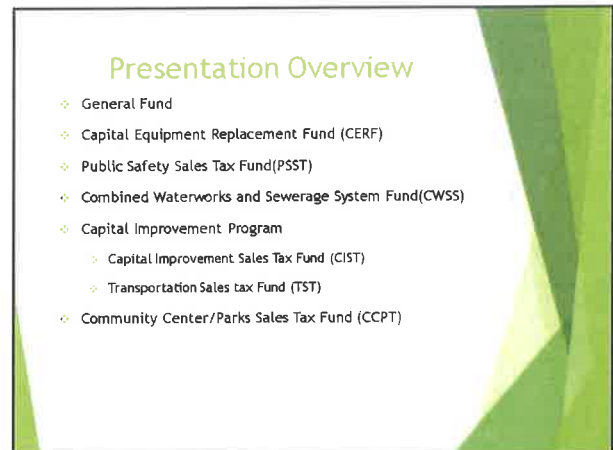
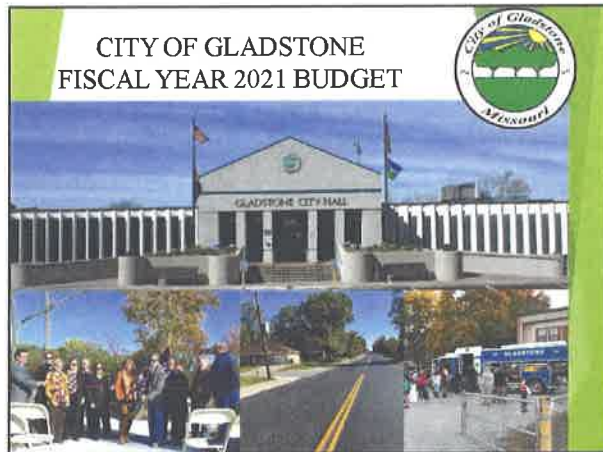
Ruth E. Bocchino, City Clerk

Approved as presented: \_\_\_\_

Approved as modified: \_\_\_\_

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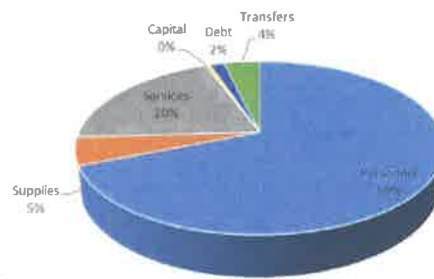
Jean B. Moore, Mayor



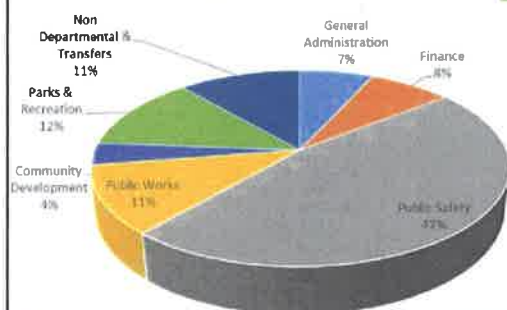
## FY21 Budget - Revenues

	2019	2020	2021	20-21
	<u>Actual</u>	<u>Original</u>	<u>Original</u>	<u>Variance</u>
<b>Revenue Sources</b>				
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	1,084,948	1,190,000	1,113,500	(76,500)
Operating Revenue	18,390,935	20,359,600	20,173,596	(186,004)
Equity Transfer	291,327	100,000	250,000	150,000
<b>Total Revenue</b>	<b>18,682,262</b>	<b>20,459,600</b>	<b>20,423,596</b>	<b>(36,004)</b>

## 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>
<b>Expenditures</b>				
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	1,717,625	1,889,142	1,301,554	(587,588)
<b>Total Expenditures</b>	<b>18,682,262</b>	<b>20,450,375</b>	<b>20,373,273</b>	<b>(77,102)</b>

### 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	(291,327)	(100,000)	(250,000)
Net Funds Available	22,744,103	23,228,441	24,170,778
Expenditures	(18,682,262)	(19,231,259)	(20,373,273)
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	
	Actual	Original	Original	Variance
<b>Revenue Sources</b>				
Taxes/Transfers	408,032	552,500	475,000	(77,500)
Misc. Revenue	80,916	95,500	101,000	5,500
Equity Transfer	-	-	-	-
<b>Total Revenue</b>	<u>488,948</u>	<u>648,000</u>	<u>576,000</u>	<u>(72,000)</u>
<b>Expenditures</b>				
Capital Expenditures	2,404,578	300,000	300,000	-
Debt Requirements	25,592	61,609	84,960	23,351
Transfers out	35,130	200,000	150,000	(50,000)
<b>Total Expenditures</b>	<u>2,465,300</u>	<u>561,609</u>	<u>534,960</u>	<u>(22,649)</u>
<b>Analysis of Funds Available</b>				
	2019	2020	2021	
	Actual	Midyear	Original	
Beginning Funds Available	2,146,059	169,706	256,097	
Revenues	<u>488,948</u>	<u>648,000</u>	<u>576,000</u>	
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			<u>37,040</u>	



**FY20 BUDGET**  
**Public Safety Sales Tax Fund**

PUBLIC SAFETY SALES TAX FUND STATEMENT OF REVENUES & EXPENDITURES				
	2019	2020	2021	
	Actual	Original	Original	Variance
<b>Revenue Sources</b>				
Sales Tax	838,079	844,075	894,075	50,000
Misc. Revenue & Transfers	9,368	14,600	14,600	-
Equity Transfer	-	81,553	44,000	(37,553)
<b>Total Revenue</b>	<u>867,447</u>	<u>940,228</u>	<u>952,675</u>	<u>12,447</u>
<b>Expenditures</b>				
PSST Law	652,649	656,601	696,942	40,341
Non Departmental & Transfers	<u>217,596</u>	<u>283,627</u>	<u>255,827</u>	<u>(29,800)</u>
<b>Total Expenditures</b>	<u>880,244</u>	<u>940,228</u>	<u>950,769</u>	<u>10,541</u>
<b>Analysis of Funds Available</b>				
	2019	2020	2021	
	Actual	Midyear	Original	
Beginning Funds Available	345,708	222,911	141,258	
Revenues	<u>867,447</u>	<u>940,228</u>	<u>952,675</u>	
Equity Adjustment	-	(81,553)	(44,000)	
Net Funds Available	1,112,155	1,081,586	1,050,033	
Expenditures	<u>(880,244)</u>	<u>(940,228)</u>	<u>(950,769)</u>	
Ending Funds Available	222,911	141,358	99,264	
Net Income			<u>1,906</u>	

**Capital & Supplemental  
Requests FY 21**

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



# Combined Water and Sewerage Fund (CWSS)



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

	2019 Actual	2020 Original	2021 Original	Variance
<b>Revenue Sources</b>				
Water	4,163,710	4,367,765	4,403,600	35,835
Sanitation	6,361,254	6,838,140	7,101,872	273,732
Misc. Revenue	213,125	172,000	139,744	(32,256)
Operating Revenue	10,738,089	11,367,905	11,645,216	277,311
Equity Transfer	-	362,338	200,000	(162,338)
<b>Total Revenue</b>	<b>10,738,089</b>	<b>11,730,243</b>	<b>11,845,216</b>	<b>114,973</b>

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

	2019 Actual	2020 Original	2021 Original	Variance
<b>Expenditures</b>				
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	1,055,599	1,063,610	1,050,935	(12,675)
<b>Total Expenditures</b>	<b>10,251,387</b>	<b>11,561,656</b>	<b>11,839,095</b>	<b>277,439</b>

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

### Analysis of Funds Available

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

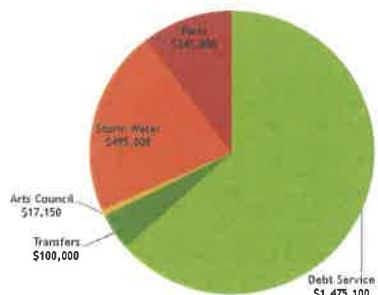


## Capital & Supplemental Requests FY 21

- ❖ Operations & Maintenance \$267,500
  - ❖ Water Sustainability Master Plan update
  - ❖ Excavator with trailer
  - ❖ 1/2 ton 4x4 truck
  - ❖ Mill attachment (shared with General Fund)

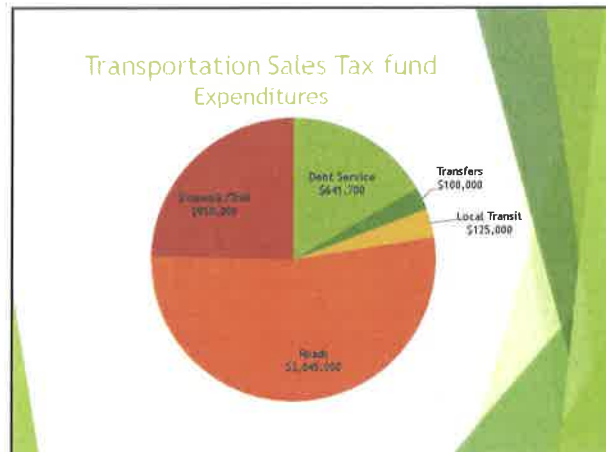


## Capital Improvement Sales Tax fund Expenditures



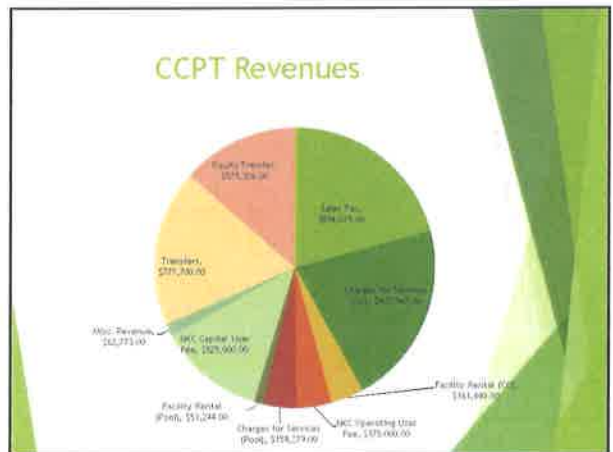
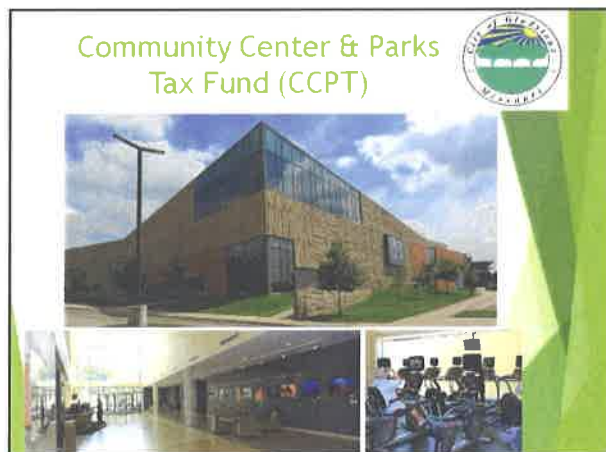
## CITY OF GLADSTONE Capital Improvement Sales Tax

<b>Budgeted Revenues:</b>	
Sales Tax	1,715,000
Interest	25,000
DNR Grant - NE 76th Street & N. Tracy	30,000
DNR Grant - Carnegie Concrete Box Culvert	52,500
2017 Lease Purchase	280,000
<b>Total Budgeted Revenues</b>	<b>2,099,500</b>
<b>Budgeted Expenditures:</b>	
Debt Service	
2017 Lease Purchase (Ends 6/1/22)	93,000
2011 COP - Refinanced 2017 (Ends 6/1/23)	354,200
2016 Lease Purchase (Ends 12/31/20)	97,000
2015 COP - Refinanced 2017 (Ends 6/1/26)	678,000
2015 COP (Ends 6/1/25)	114,000
The Heights - (Ends 7/1/26)	134,000
Engineering Transfer	188,000
Art Council	17,150
<b>Stormwater Projects:</b>	
Stormwater Master Plan Implementation	
Stormwater Master Plan - Carnegie Concrete Box Culvert	150,000
Stormwater Master Plan - NE 76th St & N. Tracy	150,000
Stormwater Master Plan - Phase 1 NE 68th & N. B. elefantine	120,000
Misc. Stormwater Projects	75,000
<b>Park Projects:</b>	
Parks Master Plan Implementation	
Hamilton Heights Park Play Surface	14,000
Oak Grove Park Concrete	280,000
Park Trail Rehabilitation Program - Happy Rock	25,000
<b>Other Projects:</b>	
Shaping Our Future - Police Station Fire Station Improvement*	2,000,000
<b>Total Budgeted Expenditures</b>	<b>2,099,500</b>
<b>Fund Balances Available</b>	

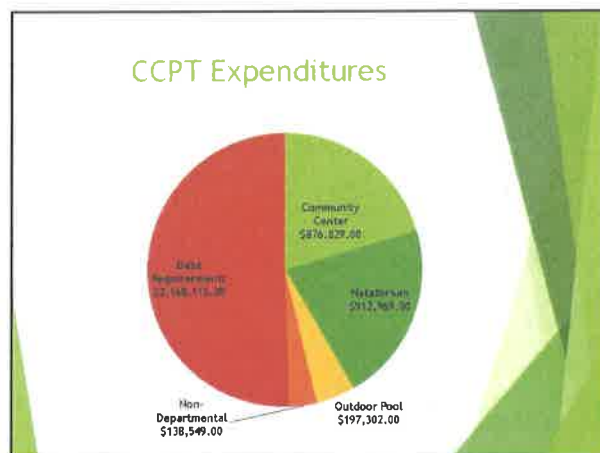


### CITY OF GLADSTONE Transportation Sales Tax Project

<b>Budgeted Revenue</b>	
State Tax	1,718,000
Interest	2,500
Transfer from GP Fund (General)	50,000
Transfer from GP Fund (General)	30,000
Transfer from CWS (Investment)	80,000
General Fund (General)	325,000
General Fund (General)	14,274
General Fund (General)	500,000
State Tax (General)	400,000
State Tax (General)	200,000
<b>Total of Budgeted Revenue</b>	<b>3,058,274</b>
<b>Budgeted Expenditures</b>	
State Tax	111,000
State Tax (General)	94,000
State Tax (General)	34,000
State Tax (General)	100,000
State Tax (General)	276,000
State Tax (General)	115,000
State Tax (General)	100,000
State Tax (General)	50,000
State Tax (General)	75,000
State Tax (General)	400,000
State Tax (General)	150,000
State Tax (General)	20,000
State Tax (General)	1,400,000
State Tax (General)	325,000
State Tax (General)	80,000
State Tax (General)	80,000
State Tax (General)	100,000
State Tax (General)	2,811,274
<b>Total of Budgeted Expenditures</b>	<b>3,058,274</b>



COMMUNITY CENTER PARKS SALES TAX FUND STATEMENT OF REVENUES & EXPENDITURES				
	2019 Actual	2020 Original	2021 Original	Variance
<b>Revenue Sources</b>				
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	175,000	175,000	175,000	-
<b>Total Community Center/Natatorium</b>	<b>2,291,206</b>	<b>2,376,400</b>	<b>2,138,462</b>	<b>(237,938)</b>
Outdoor Pool				
Charges for Services	187,387	187,500	159,279	(28,221)
Facility Rental	60,284	75,000	51,244	(23,756)
<b>Total Outdoor Pool</b>	<b>247,671</b>	<b>262,500</b>	<b>210,523</b>	<b>(51,977)</b>
<b>Total Operating Revenue</b>	<b>2,538,877</b>	<b>2,638,900</b>	<b>2,348,985</b>	<b>(289,915)</b>
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	295,948	232,350	579,306	346,956
<b>Total Non-Operating Revenue</b>	<b>1,631,777</b>	<b>1,584,865</b>	<b>1,944,779</b>	<b>359,914</b>
<b>Total Revenue</b>	<b>4,170,654</b>	<b>4,223,765</b>	<b>4,293,764</b>	<b>69,999</b>



COMMUNITY CENTER PARKS SALES TAX FUND STATEMENT OF REVENUES & EXPENDITURES				
	2019 Actual	2020 Original	2021 Original	Variance
<b>Expenditures</b>				
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	2,138,045	2,161,000	2,168,115	7,115
<b>Total Expenditures</b>	<b>4,170,654</b>	<b>4,223,765</b>	<b>4,293,764</b>	<b>69,999</b>
<b>Analysis of Funds Available</b>				
	2019 Actual	2020 Midyear	2021 Original	
Beginning Funds Available	1,895,397	1,599,449	881,120	
Revenues	4,170,654	4,133,629	4,293,764	
Equity Adjustment	(295,948)	(718,330)	(579,306)	
Net Funds Available	5,770,103	5,014,748	4,595,578	
Expenditures	(4,170,654)	(4,133,628)	(4,293,764)	
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

### Thanks to:

#### City Council

#### Budget Team

Scott Wingerson  
Bob Baer  
Charlene Leslie  
Tim Nebergall  
Austin Greer  
Dominic Accurso  
Ryan Johnston

### Comments / Questions?



## **PROCLAMATION OF THE MAYOR**

### **A PROCLAMATION RECOGNIZING THE BENEFITS OF PARKS AND RECREATION AND DECLARING THE MONTH OF JULY 2020 AS NATIONAL PARKS AND RECREATION MONTH IN THE CITY OF GLADSTONE.**

**WHEREAS**, park and recreation activities enhance the physical health and mental well-being of individuals, work forces, and communities; and

**WHEREAS**, participation in recreation programs builds self-esteem and provides positive and constructive alternatives to anti-social behavior; and

**WHEREAS**, parks and recreation opportunities and open spaces enhance the desirability of communities as locations for business, industry, and residential housing; and

**WHEREAS**, parks and recreation stimulates tourism revenues and the economic development of communities; and

**WHEREAS**, parks and open spaces are vital to the appearance and livability of communities; protect our air and water, and balance our ecosystem; and

**WHEREAS**, it is the right of everyone regardless of age, race, color, religion, gender, national origin or ability to participate in parks and recreation programs and activities and enjoy parks and open spaces.

**NOW, THEREFORE**, I, Jean B. Moore, Mayor of the City of Gladstone, Missouri, on behalf of the Gladstone City Council and all Gladstone residents do hereby proclaim July, 2020 as:

### **NATIONAL PARKS AND RECREATION MONTH**

in Gladstone, Missouri, and urge all residents of this community to join with citizens of other communities throughout this great state in recognizing that parks and recreation services are essential to the quality of life not only in the month of July but all through the year.

Signed this 13th day of July, 2020

## **RESOLUTION NO. R-20-22**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FRIENDS OF THE ATKINS-JOHNSON FARM AND MUSEUM, INCORPORATED FOR EVENT PROGRAMMING AND VOLUNTEER SERVICES.**

**WHEREAS**, The Friends of the Atkins-Johnson Farm and Museum, Incorporated provide valuable community building events that support the City's interest in historic preservation; and

**WHEREAS**, The Friends of the Atkins-Johnson Farm and Museum, Incorporated provide valuable volunteer resources that support the museum and surrounding heritage area; and

**WHEREAS**, it is in the best interest of the City to utilize the services of The Friends of the Atkins-Johnson Farm and Museum, Incorporated

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

**THAT**, the City Manager of the City of Gladstone, Missouri is hereby authorized to execute the attached agreement for event programming and volunteer services.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13<sup>th</sup> DAY OF JULY 2020.**

---

Jean B. Moore, Mayor

ATTEST:

---

Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES ☒ # R-20-22

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/7/2020

Department: General Administration

Meeting Date Requested: 7/13/2020

Public Hearing: Yes ☐ Date: N/A

Subject: An agreement between the City and The Friends to provide event programming and volunteer services at the Atkins Johnson Farm.

Background: The Friends organization has been under the umbrella of GEBC for more than a decade. Recently, The Friends became incorporated and became a separate entity. The City and GEBC have numerous agreements for programming services. Because The Friends have become a separate entity, an agreement with the City is necessary. The Friends have and will continue to provide valuable programming and volunteer services. The agreement simply outlines those activities.

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

Public/Staff Input/Commission: Staff recommends approval.

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

Department Head  
SW

City Attorney  
PC

City Manager  
SW

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF GLADSTONE, MISSOURI AND  
THE FRIENDS OF THE ATKINS-JOHNSON FARM & MUSEUM, INC.**

This Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Gladstone, Missouri, a municipal corporation (the "City"), and the Friends of the Atkins-Johnson Farm & Museum Inc., a Missouri nonprofit corporation ("The Friends").

WHEREAS, municipalities in Missouri are authorized by Section 70.220 RSMo, as amended, to contract and cooperate with any private person, firm, association or corporation for the planning, development, or operation of a common service provided that the subject and purposes of any such contract or cooperative action is within the scope of the powers of such municipality; and

WHEREAS, the City has authority to undertake such actions and provide such services as are necessary to provide for and promote the public health, safety, and general welfare of the City and its citizens; and

WHEREAS, the City desires to provide certain services and programs that serve and promote the public health, safety, and general welfare; and

WHEREAS, it is in the best interest of the City to utilize the services of The Friends to provide said services and programs in the community and The Friends desire to be engaged to perform said services and programs for the City.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Services and Programs. The Friends shall provide the services and programs identified in Exhibit A attached hereto.
2. Term of Agreement. The initial term of this Agreement shall commence on the date first written above and shall end on June 30, 2021; provided that this Agreement shall automatically renew beginning on July 1, 2021 and on July 1 of each year thereafter unless either party provides written notice to the other party no later than sixty (60) days prior to said date of its intent to modify or not renew the Agreement for another year.
3. Termination. This Agreement may be terminated by either party at any time upon ninety (90) days written notice to the other party. In the event of termination for any reason other than breach of the terms of this contract by the other party, each party shall continue to perform any and all services required under this Agreement until the date of termination and any payments due shall be prorated to the date of termination.
4. Independent Contractor. The Friends are an independent contractor and shall not act as an agent or representative of the City and shall have no authority to bind the City, for any



purpose whatsoever; and the employees of one party shall not be deemed employees of the other.

5. Management & Control. The Friends shall have overall management and control of their funds and shall coordinate activities and deliverables under this Agreement, including, but not limited to, the final review, approval and funding of its sponsored activities.
6. Records. The Friends shall maintain records documenting the services provided pursuant to this Agreement, including an itemization of the work performed and an accounting of funds expended. A copy of said records shall be provided to the City by the Friends upon its request.
7. Indemnification. The Friends agree to indemnify City, its elected and appointed officials and employees against any demand, claim, loss, cost, or damage (including reasonable attorney fees), incurred by the City as a result of any breach of any obligation under this Agreement or attributable to any negligent, willful, wanton or intentional act of The Friends or its officers, agents or employees. Further, The Friends agree to provide a defense to the City in the event of any such demand, claim, loss, cost, or damage.
8. Compliance with Laws. The Friends shall comply with all applicable state and federal laws and City ordinances in providing the services pursuant to this Agreement.
9. Entire Agreement; Amendment; Assignment; Governing Law. This Agreement contains the entire agreement and understanding between the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by both parties. Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party. Any action to enforce this Agreement or litigation arising out of this Agreement shall be brought in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement on the date first written above.

THE FRIENDS OF THE ATKINS-  
JOHNSON FARM & MUESUM, INC.

CITY OF GLADSTONE, MISSOURI

\_\_\_\_\_  
Chris Cox, President

\_\_\_\_\_  
Scott Wingerson, City Manager

Attest:

Attest:

\_\_\_\_\_  
Carolyn Meyer, Secretary

\_\_\_\_\_  
Ruth Bocchino, City Clerk

Exhibit A

**Friends of the Atkins-Johnson Farm & Museum Programs**

## **AJFM Friends Current Responsibilities/contribution**

1. Volunteering at the museum for normal hours of operation
  - a. Museum is open 5 hours per day, 4 days a week (Wed.-Sat. 11-4)
  - b. Museum requires 40 hours of volunteer time per week to maintain regular visitation.
  - c. The museum is open 34-35 weeks each year
  - d. 1360 hours of volunteer time annually
2. Friends events on the property (public events that are primarily organized and managed by the friends)
  - a. Restoration Run
  - b. Big Shoal Country Fair
3. Friends use City property in some way for organizational events
  - a. Committee meetings at the museum
  - b. Board Meeting at the Gladstone Community Center
  - c. Friends of the AJ Farm Annual Membership Meeting in the front yard of museum
  - d. Fair committee appreciation dinner inside the museum
  - e. Friends members-only holiday party at museum
4. Volunteering for exhibit installation and deinstallation
5. Volunteering for museum special events
  - a. Afternoon Tea
  - b. Children's Garden Day
  - c. Pickin' on the Front Porch Concert
  - d. Big Shoal Cemetery Tour
  - e. Holiday Nights
6. Friend's gift shop inside museum. Uses Sportsman system for cash register

7. Assists in educational programs and field trips
8. Represents the museum at community events (Gladfest, home show etc.)
9. Loan items for displays and exhibits
10. Decorates the museum each year for the holidays (they also own the decorations)

## **RESOLUTION R-20-23**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH HOEFER WYSOCKI ARCHITECTS IN THE AMOUNT OF 8% OF THE TOTAL CONSTRUCTION COST, PLUS ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES, NOT TO EXCEED \$288,310.00 FOR ARCHITECTURAL DESIGN SERVICES FOR THE EXPANSION AND RENOVATION OF PUBLIC SAFETY FIRE STATION #2, LOCATED AT 6569 NORTH PROSPECT.**

**WHEREAS**, the accomplishment of the work and services described in this Agreement is necessary and essential to design the expansion and renovation of Public Safety Department Fire Station #2; and

**WHEREAS**, the City desires to engage the architectural firm to design the expansion and renovation to Public Safety Department Fire Station #2 and Hoefer Wysocki Architects is willing to perform such services.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Hoefer Wysocki Architects for architectural design services for the renovation and expansion of Public Safety Fire Station #2 for a total amount of 8% of the total construction cost, plus additional services and reimbursable expenses, not to exceed \$288,310.00.

**FURTHER, THAT**, funds for such purpose are authorized from the Capital Improvement Sales Tax Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13<sup>TH</sup> DAY OF JULY 2020.**

---

Jean B. Moore, Mayor

ATTEST:

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Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES ☒ # R-20-23

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/2/2020

Department: Public Safety

Meeting Date Requested: 7/13/2020

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

Subject: Resolution authorizing the City Manager to sign a contract for design services with the architectural firm Hoefer Wysocki for the expansion and renovation of Public Safety Fire Station #2, 6569 North Prospect.

Background: A general sales tax was authorized by the voters of Gladstone to fund the renovation and expansion of Public Safety Fire Station #2 in April, 2019. After issuing an RFP for design services City staff interviewed a number of architectural firms and the firm of Hoefer Wysocki was selected.

Budget Discussion: Funds are budgeted in the amount of \$ 1.0 million from the CIST Fund. Ongoing costs are estimated to be \$      annually. Previous years' funding was \$

Public/Board/Staff Input: Public Safety Department staff recommends engaging the services of the architectural firm Hoefer Wysocki for the design of the expansion and renovation of Public Safety Fire Station #2.

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

Mike Hasty  
Department Director/Administrator

PC  
City Attorney

SW  
City Manager



# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Sixteenth day of March in the year Two Thousand Twenty  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Gladstone  
Gladstone City Hall  
7010 N. Holmes Street, Gladstone, MO 64118  
Telephone Number: 816.436.2200

and the Architect:  
(Name, legal status, address and other information)

Hoefer Wysocki Architects, LLC  
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211  
Telephone Number: 913.307.3700  
Fax Number: 913.307.3710

for the following Project:  
(Name, location and detailed description)

Gladstone Fire Station #2  
Fire Station #2 – 10,000 SF  
Renovation and Addition

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

*(Paragraphs deleted)*

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

TBD

*(Paragraphs deleted)*

**§ 1.1.2** The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

TBD

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Approximately \$1,800,000 building construction budget and \$200,000 furniture budget

*(Paragraph deleted)*

Init.



**§ 1.1.4 The Owner's anticipated design and construction milestone dates:**

**.1 Design phase milestone dates, if any:**

Construction Set - August 21, 2020– Up to 5-month from contract agreement

**.2 Construction commencement date:**

October 23, 2020 – Up to 2 months from contract agreement

**.3 Substantial Completion date or dates:**

October 22, 2021– up to 12 months of construction

**.4 Other milestone dates:**

N/A

*(Paragraphs deleted)*

**§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:**

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Construction Manager at Risk

**§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:**

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

*(Paragraphs deleted)*

**§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:**

*(List name, address, and other contact information.)*

Mike Hasty, City of Gladstone Public Safety Chief  
7010 N Holmes Street  
Gladstone, MO 64118  
Telephone Number: 816.423.4028

**§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:**

*(List name, address, and other contact information.)*

N/A

*(Paragraphs deleted)*

**§ 1.1.9 The Owner shall retain the following consultants and contractors:**

*(List name, legal status, address, and other contact information.)*

**.1 Geotechnical Engineer:**

TBD

*(Paragraphs deleted)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Ken Henton, AIA  
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211  
Telephone Number: 913.307.3700  
Fax Number: 913.307.3710  
Email Address: ken.henton@hoeferwyssocki.com

*(Paragraphs deleted)*

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

*(Paragraph deleted)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

J&S Structural Engineers, P.A.  
14221 Metcalf Ave, Suite 119  
Overland Park, KS 66223  
Telephone Number: 913.549.4701

**.2 Mechanical, Electrical, and Plumbing Engineer:**

FSC Engineers  
9225 Indian Creek Parkway, Suite 300  
Overland Park, KS 66210  
Telephone number: 913.722.3473  
Fax Number: 913.722.3484

**.3 Civil Engineer:**

BHC Rhodes  
7101 College Blvd, Suite 400  
Overland Park, KS 66210  
Telephone number: 913.663.1900

**.4 Landscape Architect:**

Landworks Studio  
102 S. Cherry Street, 2<sup>nd</sup> Floor  
Olathe, KS 66061  
Telephone number: 913.780.6707

*(Paragraphs deleted)*

**§ 1.1.11.2** Consultants retained under Supplemental Services:

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N/A

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

N/A

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

*(Paragraphs deleted)*

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

*(Paragraph deleted)*

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

*(Paragraph deleted)*

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

*(Paragraph deleted)*

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

*(Paragraphs deleted)*

**§ 2.5.1** Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

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excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4 Workers' Compensation at statutory limits.**

**§ 2.5.5 Employers' Liability** with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) policy limit.

**§ 2.5.6 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

*(Paragraphs deleted)*

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services, as well as the services of a landscape architect. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall not be responsible for any fees associated with obtaining necessary permits or approvals.

### § 3.2 Schematic Design Phase Services

*(Paragraphs deleted)*

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and shall not proceed to the Design Development Phase without the Owner's written approval.

### § 3.3 Design Development Phase Services

*(Paragraphs deleted)*

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.



§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, review with the Owner of any adjustments to the estimate of the Cost of the Work, and shall not proceed to the Construction Documents Phase without the Owner's written approval.

#### § 3.4 Construction Documents Phase Services

*(Paragraphs deleted)*

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect may, at the request of the Owner, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the preliminary estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

*(Paragraphs deleted)*

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents, in electronic format, to prospective bidders;
- .2 participating in a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 participating in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

##### § 3.5.3 Negotiated Proposals

*(Paragraphs deleted)*

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents, in electronic format, to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

*(Paragraphs deleted)*

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or sixty (60) days following the issuance of the Certificate of Substantial Completion, whichever is earlier.

### **§ 3.6.2 Evaluations of the Work**

*(Paragraphs deleted)*

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

*(Paragraphs deleted)*

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

*(Paragraphs deleted)*

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted



to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

*(Paragraphs deleted)*

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

*(Paragraphs deleted)*

**§ 3.6.6.1** The Architect shall:

- 1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- 2 issue Certificates of Substantial Completion;
- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections may be conducted with the Owner, if requested, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect

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shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility (Architect, Owner, or not provided)</b>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect, as part of Basic Services
§ 4.1.1.9 Landscape design	Architect, as part of Basic Services
§ 4.1.1.10 Architectural interior design	Architect, as part of Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Architect, as part of Basic Services
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
.1 Low Voltage design services	
.5 Audio-Visual design services	

<b>§ 4.1.1.30 Other Supplemental Services</b> .1 Professional models or renderings .2 Printing of documents for Bid Phase purposes .3 Meeting notes during site visits	Architect
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*(Table deleted)*

*(Paragraphs deleted)*

#### **§ 4.1.2 Description of Supplemental Services**

*(Paragraphs deleted)*

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Reference Exhibit A

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

*(Paragraphs deleted)*

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

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- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 If more than 30% of the submittals require more than one review
- .2 Two ( 2 ) visit to the site each month, up to Twenty-Four (24) total visits, by the Architect during construction
- .3 One ( 1 ) inspection of the Work to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Twenty-two ( 22 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

*(Paragraphs deleted)*

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

*(Paragraph deleted)*



**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

*(Paragraph deleted)*

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

*(Paragraphs deleted)*

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

*(Paragraph deleted)*

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

*(Paragraph deleted)*

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

*(Paragraphs deleted)*

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit, as well as contingencies for changes in the Work. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, or financing; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

*(Paragraphs deleted)*

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

*(Paragraphs deleted)*

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## **§ 8.2 Mediation**

*(Paragraphs deleted)*

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## **§ 8.3 Not Used**



*(Paragraphs deleted)*

## **ARTICLE 9 TERMINATION OR SUSPENSION**

*(Paragraphs deleted)*

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** Not used.

**§ 9.6** If the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In the event of termination not the fault of the Architect, the Owner shall pay to the Architect the following fees: *(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

Twenty percent (20%) of Architect's unbilled compensation.

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

Twenty percent (20%) of Architect's unbilled compensation.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

*(Paragraphs deleted)*

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall advise the Architect of any known or suspected hazardous substances on or around the project site. If the Architect observes or suspects the existence of hazardous materials during the performance of its services, the Architect, at its option, may suspend services and notify the client of the condition. If services are suspended, they will resume only after the Owner obtains a written report from a qualified examiner that the site is free and clear of hazardous substances. The Architect shall not be liable for any cost and/or schedule delay during a suspension of services due to hazardous materials.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

### **.1 Stipulated Sum**

(Insert amount)

Reference Exhibit A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

negotiated lump sum fee

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

negotiated lump sum fee

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

negotiated lump sum fee

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' annual review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	\$300
Architect – Sr. Project Manager	\$200
Architect – Sr. Project Architect	\$160
Architect – Sr. Arch. Designer	\$140
Architect – Project Manager	\$170
Architect – Project Architect	\$120
Architect – Arch. Designer	\$100
Interior Design – Director	\$180
Interior Design – Sr. Interior Designer	\$140
Interior Design – Staff	\$100
CTS – Director	\$280
CTS – Sr. IT Designer	\$240
CTS – IT Designer	\$150
Support Staff	\$ 80

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

#### **§ 11.8 Compensation for Reimbursable Expenses**

*(Paragraphs deleted)*

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10.00 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

to be negotiated, if required

#### **§ 11.10 Payments to the Architect**

*(Paragraphs deleted)*

Init.



### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

### **§ 11.10.2 Progress Payments**

*(Paragraphs deleted)*

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

18 % per annum

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**12.1 Design Contingency.** Owner and Architect agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Architect. Therefore, Owner agrees to set aside a reserve in the amount of five percent (5%) of the estimated Cost of the Work as a contingency to be used, as needed, to pay for any such increased costs and changes. Owner agrees to make no claim against Architect or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Architect shall be responsible for costs incurred by Owner above that sum but only to the extent caused by Architect's negligent acts, errors or omissions. Cost increases as a result of Owner requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, unforeseen site conditions and including any tariffs applied are not costs due to errors, omissions or inconsistencies. In no event shall Architect be responsible for direct costs that Owner would have incurred in the construction contract but for the Architect's error or omission.

**12.2 Precedence.** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, verbal discussions or like document or conversation regarding the Architect's services.

**12.3 Severability.** If any of the provisions contained in these terms and conditions are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

Init.

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User Notes:

(1953723213)

[ X ] Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Architect's standard Electronic Document and BIM Release agreements

.4 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
ARCHITECT (Signature)

Ken Henton, AIA, Partner

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

| *(Table deleted)(Paragraphs deleted)*

Init.

Design Services for Design of the Fire Station #2 Expansion

**EXHIBIT A**

**PROJECT INFORMATION**

Total Project Budget:	\$2,300,000
Project Construction Budget:	\$1,800,000
Project FF&E Budget:	\$200,000

**PREDESIGN**

**POLICE**

1. Field Verification and Building Assessment	\$14,000
2. 3D Model Development (Architectural, Structural, MEP)	\$8,800
3. Site Assessment	\$3,200
4. Survey	\$8,000
5. Geotechnical	By City
6. Program Verification (tours and interviews included)	\$4,500

**BASIC SERVICES**

1. Building Development (8% of Construction Cost)	\$144,000
2. Card Access	included
3. CCTV	included
4. AV	included
5. IT Infrastructure	included

**ADDITIONAL SERVICES**

1. City Process (Planning and Council Approval)	\$8,250
2. ECO Charette (evaluation of 4 to 5 Mechanical Systems)	\$12,850
3. Cost Estimating (if not included in CMAR scope)	\$23,950
4. Furniture (Option One – layout only)	included in basic services
5. Furniture (Option Two – one vendor @ 4% of budget)	\$8,000
6. Furniture (Option Three – bid package @ additional 6%)	\$12,000
7. Existing Furniture Inventory (allowance)	\$6,000
8. Record Documents (Allowance 4% of basic services)	\$5,760
9. Commissioning	\$17,500

<b>REIMBURSABLE EXPENSES (estimated 8% of Basic Services Fees)</b>	<b>\$11,500</b>
--	-----------------

## RESOLUTION NO. R-20- 24

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 5 IN THE AMOUNT OF \$947,818.63 TO THE CONTRACT WITH METRO ASPHALT INCORPORATED, FOR THE 2019 MILL AND OVERLAY PROGRAM PROJECT TP2006.**

**WHEREAS**, additional work under the 2019 Mill and Overlay Project has been determined necessary and is recommended by the Director of Public Works.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute Change Order No. 5 to the 2019 Mill and Overlay Project TP2006 with Metro Asphalt, Incorporated, as follows:

Original Contract Amount:	\$ 877,189.90
Change Orders 1 - 4	<u>258,307.67</u>
<b>Total approved to date:</b>	1,135,497.57
Change Order 5	<u>947,818.63</u>
<b>Revised Contract Amount:</b>	<u><u>\$ 2,083,316.20</u></u>

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

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13<sup>th</sup> DAY OF JULY 2020.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Ruth E. Bocchino, City Clerk





## *Request for Council Action*

RES ☒ # R-20-24

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/8/2020

Department: Public Works

Meeting Date Requested: 7/13/2020

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

Subject: Change Order 5 to Project TP2006 for the 2019 Mill & Overlay Program.

Background: The contract for Project TP2006 was awarded to Metro Asphalt, Incorporated as authorized by Resolution R-19-22. Change Order 5 modifies the scope of work to include the Fiscal Year 21 Mill and Overlay Program. City staff recommends award of this change order to Metro Asphalt.

Budget Discussion: A financial breakdown of the contract is as follows:

Original Contract Amount:	\$ 877,189.90
Change Orders 1 - 4	<u>258,307.67</u>
<b>Total approved to date:</b>	<b>1,135,497.57</b>
Change Order 5	<u>947,818.63</u>
<b>Revised Contract Amount:</b>	<b><u>\$ 2,083,316.20</u></b>

Public/Board/Staff Input: Due to economic uncertainty in the construction industry as a result of COVID-19, City staff has been in preliminary discussions with Metro Asphalt to complete this year's program via change order to their existing contract. Furthermore, Metro Asphalt has agreed to perform curb, gutter, and sidewalk replacement on streets identified in this year's program to ensure the work is completed this construction season. All asphalt work will be completed at Fiscal Year 20 unit prices.

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

Timothy A. Nebergall

PC

SW

Department Director/Administrator

City Attorney

City Manager

## RESOLUTION NO. R-20-25

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 10 IN THE AMOUNT OF \$303,460.61 TO THE CONTRACT WITH BLUE NILE CONTRACTORS, INCORPORATED, FOR THE 2019 AND 2020 WATER AND SEWER MAIN REPLACEMENTS PROJECT WP1986.**

**WHEREAS**, additional work under the 2019 and 2020 Water and Sewer Main Replacements Project has been determined necessary and is recommended by the Director of Public Works.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute Change Order No. 10 to the 2019 and 2020 Water and Sewer Main Replacements Project WP1986 with Blue Nile Contractors, Incorporated, as follows:

Original Contract Amount:	\$ 1,018,913.49
Change Orders 1 - 9	<u>88,730.16</u>
<b>Total approved to date:</b>	1,107,643.65
Change Order 10	<u>303,460.61</u>
<b>Revised Contract Amount:</b>	<u><u>\$ 1,411,104.26</u></u>

**FURTHER, THAT**, funds for such purpose are authorized from Combined Waterworks and Sewerage System Funds Budget.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13<sup>th</sup> DAY OF JULY 2020.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES ☒ # R-20-25

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/6/2020

Department: Public Works

Meeting Date Requested: 7/13/2020

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

Subject: Change Order 10 to Blue Nile Contractors, Inc.; 2019 and 2020 Water and Sewer Main Replacement Project WP1986.

Background: The contract for Project WP1986 was awarded to Blue Nile Contractors, Inc. as authorized by Resolution 19-21. Change order 10 to that contract modifies the scope of that contract to include emergency replacement of an existing 8-inch water main on N. Indiana between NE 64th Street and NE 67th Terrace.

Budget Discussion: A financial breakdown of the contract is as follows:

Original Contract Amount:	\$ 1,018,913.49
Change Orders 1 - 9	<u>88,730.16</u>
<b>Total approved to date:</b>	1,107,643.65
Change Order 10	<u>303,460.61</u>
<b>Revised Contract Amount:</b>	<u><u>\$ 1,411,104.26</u></u>

Public/Board/Staff Input: A total of 7 breaks have been repaired on N. Indiana in the past 5 years including 2 in the last month. Each break has resulted in significant damage to the road. Furthermore, the City has also received an ADA request to replace a significant amount of sidewalk in this area to improve access for a 5-year old girl who will attend Chapel Hill Elementary School. This project will include the replacement of approximately 2,300-feet of 8-inch water main and approximately 575-feet of sidewalk.

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

Timothy A. Nebergall  
Department Director/Administrator

PC  
City Attorney

SW  
City Manager

**RESOLUTION NO. R-20-26**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH BLUE NILE CONTRACTORS, INCORPORATED, FOR THE 2019 SEWER CLEANING AND TELEVISIONING PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$3,901.46 FOR PROJECT SP1989.**

**WHEREAS**, work under the contract with Blue Nile Contractors, Incorporated, for the 2019 Sewer Cleaning and Televisioning, Project SP1989, has been completed to the satisfaction of the Director of Public Works.

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

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

Original Contract Amount:	\$ 85,320.00
Change Order(s):	<u>(7,290.87)</u>
Revised Contract Amount:	\$ 78,029.13
Amount Paid to Date:	<u>74,127.67</u>
<b>Total Amount Due Final Pay:</b>	<b><u>\$ 3,901.46</u></b>

**FURTHER, THAT**, funds for such purpose are authorized from the Combined Water and Sewer System Funds.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13<sup>th</sup> DAY OF JULY 2020.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES ☒ # R-20-26

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/7/2019

Department: Public Works

Meeting Date Requested: 8/26/2019

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

Subject: Final payment approval, Project SP1989, 2019 Sewer Cleaning and Televising

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

Original Contract Amount:	\$ 85,320.00
Change Order(s):	<u>(7,290.87)</u>
Revised Contract Amount:	\$ 78,029.13
Amount Paid to Date:	<u>74,127.67</u>
<b>Total Amount Due Final Pay:</b>	<b><u>\$ 3,901.46</u></b>

Budget Discussion: Funds are budgeted in the amount of \$ 85,000.00 from the CWSS Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$

Public/Board/Staff Input: The project consisted of standard cleaning, root cutting, televising and recording of approximately 55,000 linear feet of small diameter sanitary sewer at various locations throughout the City.

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

Timothy A. Nebergall  
Department Director/Administrator

PC  
City Attorney

SW  
City Manager

**RESOLUTION NO. R-20-27**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH ORR WYATT STREETSCAPES, FOR THE SHOAL CREEK TRAIL SEGMENT 4 – NORTH ANTIOCH ROAD TO NORTH BRIGHTON ROAD PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$3,988.71 FOR PROJECT TP1871.**

**WHEREAS**, work under the contract with Orr Wyatt Streetscapes, for the Shoal Creek Trail Segment 4 – North Antioch Road to North Brighton Road Project, Project TP1871, has been completed to the satisfaction of the Director of Public Works.

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

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

Original Contract Amount:	\$ 845,086.70
Change Order(s):	<u>39,730.11</u>
Revised Contract Amount:	\$ 884,816.81
Amount Paid to Date:	<u>880,828.10</u>
<b>Total Amount Due Final Pay:</b>	<b><u>\$ 3,988.71</u></b>

**FURTHER, THAT**, funds for such purpose are authorized from the Transportation Sales Tax Fund, reimbursement by Kansas City, Missouri, and a federal grant through the Missouri Department of Transportation.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13<sup>th</sup> DAY OF JULY, 2020.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES ☒ # R-20-27

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/6/2020

Department: Public Works

Meeting Date Requested: 7/13/2020

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

Subject: Final payment approval, Project TP1871 Shoal Creek Trail Segment 4 – North Antioch Road to North Brighton Road.

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

Budget Discussion: Funds were budgeted in the amount of \$ 245,000.00 from the TST Fund, \$595,000 from Kansas City, MO and a \$500,000 grant from the Federal Highway Administration Transportation Alternatives Program (TAP) administered by MoDOT. Ongoing costs are estimated to be \$ 1,500 annually.

Original Contract Amount:	\$ 845,086.70
Change Order(s):	39,730.11
Revised Contract Amount:	\$ 884,816.81
Amount Paid to Date:	880,828.10
<b>Total Amount Due Final Pay:</b>	<b>\$ 3,988.71</b>

Public/Board/Staff Input: The project consisted of construction of approximately 6,600 LF of 10 foot wide concrete trail, pedestrian improvements and all related appurtenances from N. Antioch Road to N. Brighton Road. Change orders included the installation of an LED street light, bank stabilization, additional round rail safety fence, and final adjustments for field measured quantities. City staff recommends that final payment be made to the contractor.

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

Timothy A. Nebergall  
Department Director/Administrator

PC  
City Attorney

SW  
City Manager

**RESOLUTION NO. R-20-28**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH FDC CONTRACT A JOHN A. MARSHALL COMPANY, FOR THE COMMUNITY CENTER BANQUET ROOM CARPET REPLACEMENT PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$25,675.00 FOR PROJECT CO2058.**

**WHEREAS**, work under the contract with FDC Contract a John A. Marshall Company, for the Community Center Banquet Room Carpet Replacement CO2058, has been completed to the satisfaction of the Director of Parks, Recreation and Cultural Arts.

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

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

Original Contract Amount:	\$ 25,675.00
Change Order(s):	<u>-</u>
Revised Contract Amount:	\$ 25,675.00
Amount Paid to Date:	<u>-</u>
<b>Total Amount Due Final Pay:</b>	<b><u>\$ 25,675.00</u></b>

**FURTHER, THAT**, funds for such purpose are authorized from the 2020 Certificate of Participation proceeds.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13<sup>th</sup> DAY OF JULY 2020.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Ruth E. Bocchino, City Clerk





## *Request for Council Action*

RES ☒ # R-20-28

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/1/2020

Department: Parks & Recreation

Meeting Date Requested: 7/13/2020

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

Subject: Community Center Banquet Room Carpet Replacement

Background: Final Payment for Community Center Banquet Room Carpet

Budget Discussion: Funds are budgeted in the amount of \$ 25,675 from the OTHER Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: FDC a John A. Marshall Company successfully installed new carpet in the community center banquet rooms. Staff recommends total/final payment of \$25,675 for the completion of the work.

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

Justin Merkey  
Department Director/Administrator

PC  
City Attorney

SW  
City Manager

**RESOLUTION NO. R-20-29**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM CENTRAL SALT FOR THE PURCHASE OF SNOW REMOVAL SALT.**

**WHEREAS**, two (2) proposals was received for snow removal salt and the proposal of Central Salt is recommended.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal of Central Salt for the purchase of snow removal salt on an as-needed basis at a cost of \$60.99 per ton.

**FURTHER, THAT**, funds for such purpose are authorized from the General Fund.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13<sup>th</sup> DAY OF JULY 2020.**

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Jean B. Moore, Mayor

ATTEST:

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Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES ☐ # R-20-29

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/7/2020

Department: Public Works

Meeting Date Requested: 7/13/2020

Public Hearing: Yes ☐ Date: N/A

Subject: Award Road Salt Contract

Background: The City of Gladstone recently solicited bids for a cooperative salt contract. The Clay County Highway Department and the City of Liberty participated in the request for bids. With additional entities, the amount of salt requested increases and subsequently is less expensive than each entity alone. Requests for bids were sent to five (5) suppliers and two (2) suppliers submitted bids.

Budget Discussion: Funds are budgeted in the amount of \$ 60,000 from the General Fund. Ongoing costs are estimated to be \$ 185,000 annually. Previous years' funding was \$90,000

Public/Board/Staff Input: Public Works staff has determined that the bid from Central Salt in the amount of \$60.99 per ton is the lowest and best bid received. Central Salt has supplied salt to the City in the past and staff has checked several references. The City's current contract, which expires at the end of August, is with Independent Salt Company in the amount of \$61.58 per ton.

The City typically uses 3,000 tons of material per year. Currently, the city has 1500 tons of salt in storage.

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

Timothy A. Nebergall  
Department Director/Administrator

PC  
City Attorney

SW  
City Manager



## ***Request for Council Action***

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 1/9/2020

Department: Community Development

Meeting Date Requested: 7/13/2020

Public Hearing: Yes ☐ Date: N/A

Subject: Special Event Permit

Background: Mr. Larry Johnson, a resident of Gladstone, has requested to host a Celebration of Life event at Oak Grove Park, around the state/shelter area on Saturday, July 18, 2020 from 9:00 am to 10:30 am. Mr. Johnson is former Park Board member from the 90's and is planning this event for his daughter, Rachel, who passed away recently and left behind three young children. Rachel participated in Theatre in the Park and the family recently purchased a memorial bench that was placed in Oak Grove Park last week.

This is an individual family effort and not associated or affiliated with any organization. They are anticipating up to 125 family and friends in attendance and therefore, will be using a sound system.

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

Public/Staff Input/Commission: See attached Letter of Transmittal

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

Alan D. Napoli  
Department Head

PC  
City Attorney

SW  
City Manager

# 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: JULY 2, 2020**  
**PERMIT NO.: BP-20-00465**  
**RE: TYPE 4 OUTDOOR SPECIAL EVENT**

**NAME OF EVENT: JOHNSON FAMILY – CELEBRATION OF LIFE**  
**LOCATION OF EVENT: 7600 N. TROOST AVENUE**  
**OAK GROVE PARK**  
**DATE OF EVENT: SATURDAY, JULY 18, 2020**  
**TIME OF EVENT: 9:00AM – 10:30AM**  
**EST. ATTENDANCE: 125**

## 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:** City staff has reviewed the application and finds that the variance(s) 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.

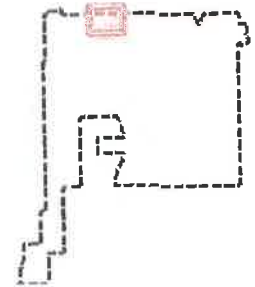
Community Development Administrator | Building Official

## ATTACHMENT(S):

☒ Map

☐ Other \_\_\_\_\_





### Legend

House Number

City Park

1 in. = 333ft.



## 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

**AN ORDINANCE AMENDING TITLE IX OF THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, CODE OF ORDINANCES BY REPEALING CERTAIN PROVISIONS CONTAINED THEREIN AND ENACTING IN LIEU THEREOF NEW PROVISIONS DESIGNATED AS TITLE IX RELATING TO MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, HEALTH, PROPERTY AND THE PUBLIC WELFARE WITHIN THE CITY AND DESIGNATED AS THE "BUILDING AND CONSTRUCTION ORDINANCE" FOR THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI.**

**LEGISLATIVE FINDINGS:**

1. The City has conducted a comprehensive review of all chapters in Title IX of the Code of Ordinances relating to minimum standards to safeguard life or limb, health, property and the public welfare; regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction; and
2. Certain technical codes concerning minimum standards to safeguard life or limb, health, property and the public welfare have been reviewed by the City for incorporation by reference and such adoption is deemed advisable by the City Council for the health, safety, and welfare of the residents of the City; and
3. The City Council of the City of Gladstone finds that it is in the best interest of the citizens of the City of Gladstone, Clay County, Missouri to enact the provisions of the Building and Construction Ordinance set forth herein.

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

**SECTION 1: REPEAL OF CERTAIN CHAPTERS WITHIN TITLE IX OF THE GLADSTONE CODE OF ORDINANCES.**

The following Chapters contained within Title IX of the Gladstone City Code, and adopted under Ordinance 3.973, 3.976, 4.003, 4.065, 4.175, 4.230, 4.377 and 4.468 are hereby repealed:

Chapter 100 General Provisions

Chapter 300 Cross Connection Control Regulations

Chapter 1100 Site Design Regulations  
Chapter 1200 Community Forestry Plan Regulations  
Chapter 1300 Grease and Oil Control Regulations  
Chapter 1400 Residential Sales Regulations  
Chapter 1500 Satellite Receiving Antenna Regulations  
Chapter 1700 Dangerous Building Insurance Proceeds Regulations  
Chapter 1800 Restrictive Roof Covenants Regulations  
Chapter 1900 Native Planting Regulations  
Chapter 2100 Portable Storage Containers and Dumpster Regulations  
Chapter 2200 Erosion and Sediment Control Regulations  
Chapter 2300 Detached Accessory Structure Regulations  
Chapter 2400 Special Event Regulations  
Chapter 2500 Fence and Wall Regulations  
Chapter 2600 Abandoned-Vacant Property Registration Regulations  
Chapter 2700 Sump Pump and Ground Water Regulations

**SECTION 2: ENACTMENT OF CERTAIN NEW CHAPTERS WITHIN TITLE IX OF THE GLADSTONE CODE OF ORDINANCES.**

- a. The following new Chapters are hereby incorporated within Title IX of the Gladstone Code of Ordinances in lieu of the Chapters that are repealed under Section 1 above:

Chapter 100 General Provisions  
Chapter 300 Cross Connection Control Regulations  
Chapter 1100 Site Design Regulations  
Chapter 1200 Community Forestry Plan Regulations  
Chapter 1300 Grease and Oil Control Regulations  
Chapter 1400 Residential Sales Regulations  
Chapter 1500 Satellite Receiving Antenna Regulations  
Chapter 1700 Dangerous Building Insurance Proceeds Regulations  
Chapter 1800 Restrictive Roof Covenants Regulations  
Chapter 1900 Native Planting Regulations  
Chapter 2100 Portable Storage Containers and Dumpster Regulations  
Chapter 2200 Erosion and Sediment Control Regulations  
Chapter 2300 Detached Accessory Structure Regulations  
Chapter 2400 Special Event Regulations  
Chapter 2500 Fence and Wall Regulations



Chapter 2600 Abandoned-Vacant Property Registration Regulations  
Chapter 2700 Sump Pump and Ground Water Regulations

- b. The specific provisions of the foregoing Chapters are attached, and incorporated as part of the Ordinance by this reference as if fully set forth herein.

**SECTION 3: ENACTMENT OF CERTAIN NEW CHAPTER WITHIN TITLE IX OF THE GLADSTONE CODE OF ORDINANCES.**

- a. The following new Chapter is hereby incorporated within Title IX of the Gladstone Code of Ordinances:

Chapter 2900 Marijuana Cultivation Regulations

- b. The specific provision of the foregoing Chapter is attached, and incorporated as part of the Ordinance by this reference as if fully set forth herein.

**SECTION 3: EFFECT OF REPEAL.**

The provisions of the Gladstone Code of Ordinances repealed herein shall not be construed to revive any former Ordinance, clause, or provision of the Gladstone Code of Ordinances.

**SECTION 4: SEVERABILITY CLAUSE.**

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

**SECTION 5: EFFECTIVE DATE.**

This Ordinance shall be effective date of adoption.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF JULY, 2020.**

---

Jean B. Moore, Mayor

Attest:

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Ruth E. Bocchino, City Clerk

1<sup>st</sup> Reading: July 13, 2020

2<sup>nd</sup> Reading: July 13, 2020



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 20-22

ORD # 4.522

Date: July 1, 2020

Department: Community Development

Meeting Date Requested: July 13, 2020

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

Subject: Adoption of Certain Chapters in Title IX, Building and Construction Ordinance.

Background: Community Development Department regularly updates its building and construction codes when the International Code Council (ICC) releases its new version of the International Codes every three (3) years. As staff reviewed the new version of the International Codes for adoption it was decided to review all chapters within Title IX of the Building and Construction Ordinance as many, if not all, have not been reviewed/updated since they were adopted; in addition, a new chapter was presented for adoption and one for informational purposes. Please refer to the June 22, 2020 study session packet for applicable documents related to this ordinance.

During the open study session on Monday, June 22, 2020, the following chapters of Title IX, Building and Construction Ordinance in Gladstone's Code of Ordinances, were reviewed with the City Council:

Chapter 100 General Provisions  
Chapter 200 Building Construction Regulations  
Chapter 300 Cross Connection Control Regulations  
Chapter 400 Electrical Regulations  
Chapter 500 Energy Conservation Regulations  
Chapter 600 Fire Prevention Regulations  
Chapter 700 Fuel Gas Regulations  
Chapter 800 Mechanical Regulations  
Chapter 900 Plumbing Regulations  
Chapter 1000 Property Maintenance and Nuisance Regulations  
Chapter 1100 Site Design Regulations  
Chapter 1200 Community Forestry Plan Regulations  
Chapter 1300 Grease and Oil Control Regulations  
Chapter 1400 Residential Sales Regulations  
Chapter 1500 Satellite Receiving Antenna Regulations  
Chapter 1700 Dangerous Building Insurance Proceeds Regulations  
Chapter 1800 Restrictive Roof Covenants Regulations  
Chapter 1900 Native Planting Regulations  
Chapter 2000 Swimming Pool and Spa Regulations

RCA DUE TO CITY CLERK WEDNESDAY 12:00 PM

Chapter 2100 Portable Storage Containers and Dumpster Regulations  
Chapter 2200 Erosion and Sediment Control Regulations  
Chapter 2300 Detached Accessory Structure Regulations  
Chapter 2400 Special Event Regulations  
Chapter 2500 Fence and Wall Regulations  
Chapter 2600 Abandoned-Vacant Property Registration Regulations  
Chapter 2700 Sump Pump and Ground Water Regulations  
Chapter 2900 Marijuana Cultivation Regulations – New Chapter  
Chapter 3000 Mobile Food Establishment Regulations – Informational Purposes

Chapter 1600 Sign Regulations – City Council was advised that this chapter will be incorporated into Title VII Zoning and Planning Ordinance; and reviewed with City Council at that time.

Chapter 2800 Dangerous Building Regulations – City Council was advised that this chapter had been updated and adopted at their April 27, 2020 meeting.

The Chapter's adopting the International Codes are required to be available for review for ninety (90) days before they can be adopted. The following Chapters are projected to be presented to the City Council at the September 28, 2020 City Council meeting for their consideration:

Chapter 200 Building Construction Regulations  
Chapter 400 Electrical Regulations  
Chapter 500 Energy Conservation Regulations  
Chapter 600 Fire Prevention Regulations  
Chapter 700 Fuel Gas Regulations  
Chapter 800 Mechanical Regulations  
Chapter 900 Plumbing Regulations  
Chapter 1000 Property Maintenance and Nuisance Regulations  
Chapter 2000 Swimming Pool and Spa Regulations

The following Chapters of Title IX Building and Construction Ordinance proposed to be presented to City Council for their consideration at the July 13, 2020 meeting:

Chapter 100 General Provisions  
Chapter 300 Cross Connection Control Regulations  
Chapter 1100 Site Design Regulations  
Chapter 1200 Community Forestry Plan Regulations  
Chapter 1300 Grease and Oil Control Regulations  
Chapter 1400 Residential Sales Regulations  
Chapter 1500 Satellite Receiving Antenna Regulations  
Chapter 1700 Dangerous Building Insurance Proceeds Regulations  
Chapter 1800 Restrictive Roof Covenants Regulations  
Chapter 1900 Native Planting Regulations  
Chapter 2100 Portable Storage Containers and Dumpster Regulations  
Chapter 2200 Erosion and Sediment Control Regulations  
Chapter 2300 Detached Accessory Structure Regulations  
Chapter 2400 Special Event Regulations  
Chapter 2500 Fence and Wall Regulations  
Chapter 2600 Abandoned-Vacant Property Registration Regulations  
Chapter 2700 Sump Pump and Ground Water Regulations  
Chapter 2900 Marijuana Cultivation Regulations

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: Community Development Staff presented the aforementioned corresponding chapters to the Board of Zoning and Adjustments (BZA) and Uniform Code Board of Appeals (UCBA) for their input and consideration and made all changes requested by each Board and Commission prior to presenting to the City Council on June 22, 2020. The BZA and UCBA voted unanimously to present to City Council with their recommendations.

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

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

City Attorney PC

City Manager SW

**BILL NO. 20-23**

**ORDINANCE NO. 4.523**

**AN ORDINANCE APPROVING A SITE PLAN REVISION FOR PROPERTY AT 6600 NE ANTIOCH ROAD.**

WHEREAS, pursuant to Section 32-37 of Ordinance No. 2.292 being the Gladstone Zoning Ordinance, public notice was made of a request for site plan approval at 6600 NE Antioch Road; and

WHEREAS, public hearings have been held after the publishing of the required notices; and

WHEREAS, the City Council finds that the planned development does not materially injure the property and the uses of the properties immediately adjacent to the proposed development; and

WHEREAS, the City Council finds that the site plan presents a unified and organized arrangement of buildings and facilities which have a functional relationship to the property comprising the development; and

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Gladstone that the site plan submitted by the applicant be approved subject to the terms and conditions set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, as follows:

**SECTION 1. SITE PLAN APPROVAL.**

The Site Plan for 6600 NE Antioch Road is hereby approved subject to the terms and conditions set forth herein;

1. Keep an active business license in perpetuity.
2. Any and all disturbed areas shall be sodded.
3. All manicured grass and landscaped areas shall be irrigated and maintained in perpetuity.
4. All mechanical equipment located on the roof and the ground shall be screened from public view similar in design to the rest of the structure. All screening will be reviewed via the building permit process.
5. Signage compliant with the sign code shall be used. Signage shall be approved at the time of permitting.
6. All exterior lighting shall be LED.
7. The dumpster shall be enclosed with materials consistent with the primary building. Specific colors shall be submitted and approved as part of the building permit.
8. Trash service and commercial deliveries shall occur between the hours of 7:00 a.m. to 10:00 p.m.

9. Tractor trailers, storage containers, and other commercial vehicles shall not be parked or stored overnight on the premises.

**SECTION 2. SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, this \_\_\_\_\_ day of \_\_\_\_\_.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Ruth Bocchino, City Clerk

First Reading: July 13, 2020

Second Reading: July 13, 2020

File #2020-005



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 20-23

ORD # 4.523

Date: 6/24/2020

Department: Community Development

Meeting Date Requested: 7/13/2020

Public Hearing: Yes ☒ Date: 7/13/2020

Subject: White Chapel Funeral Home – Demolition/New Construction

Background:

The applicant is proposing to demolish the existing White Chapel Funeral Home and construct a brand new 12,100 square foot funeral home in its place.

The new building will be constructed using fiber cement lap siding, adhered stone and architectural shingles in earth tone colors.

There will be upgraded landscaping with irrigation systems throughout the new construction site.

All exterior lighting will be LED.

In regard to stormwater and the 10 % Rule – redeveloped area is less than two acres and the increase in impervious area is less than 10%, this project does not require the new construction of stormwater detention and BMPs (Best Management Practices). With that being said, City Staff and the developers of this project agree that storm water management is important and that BMPs will be incorporated where they can be the most efficient and cost effective. It is also worth noting that there is an existing detention pond on the cemetery site and the performance of the pond will not be impacted by the proposed project.

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

Public/Staff Input/Commission: Staff Input – The developers of this project have agreed to all conditions. City Staff recommends that the request be approved contingent upon the conditions listed in the staff report/ordinance.

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

RCA DUE TO CITY CLERK WEDNESDAY 12:00 PM
--



Austin Greer, Assistant To the City Manager & Planning Administrator

City Attorney PC

City Manager SW



## **Community Development Department**

### **Staff Report**

Date: March 11, 2020

File #: 2020-005

Requested Action: Site Plan Revision

Date of PC Consideration: June 15, 2020

Date of Council Consideration: July 13, 2020

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Applicant: Rick Kuhl, WSKF Architects

Owner: Joe Maxwell, SCI Shared Resources, Inc.  
1929 Allen Parkway, Houston, TX 77019

Architect/ Rick Kuhl, WSKF Architects  
Engineer: 110 Armour Road, North Kansas City, MO 64116

Address of Property: 6600 NE Antioch Road, Gladstone, MO 64119

### **Planning Information**

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- Current Zoning: Split Zoning: Residential R-1 Single Family Dwelling District & CP-0 Planned District Non –Retail (Office)
- Planned Land Use: Parks, Open Space and Cemeteries as well as Low Density Residential
- Surrounding Uses: North, South, East and West – Residential
- Applicable Regulations: Zoning and Subdivision Ordinance and Comprehensive Plan

### **Additional Information**

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- Public Utility Availability: Existing
- Ingress/Egress: NE Antioch Road & NE 64<sup>th</sup> Street
- Traffic Impacts: None
- Parking Provided: 110 + parking spaces – More than adequate on-site parking
- Proposed On-Site Improvements: See attached plans
- Proposed Landscaping: See attached plans

## **Analysis**

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The applicant is proposing to demolish the existing White Chapel Funeral Home and construct a brand new 12,100 square foot funeral home in its place.

The new building will be constructed using fiber cement lap siding, adhered stone and architectural shingles in earth tone colors.

There will be upgraded landscaping with irrigation systems throughout the new construction site.

All exterior lighting will be LED.

In regard to stormwater and the 10 % Rule – redeveloped area is less than two acres and the increase in impervious area is less than 10%, this project does not require the new construction of stormwater detention and BMPs (Best Management Practices). With that being said, City Staff and the developers of this project agree that storm water management is important and that BMPs will be incorporated where they can be the most efficient and cost effective. It is also worth noting that there is an existing detention pond on the cemetery site and the performance of the pond will not be impacted by the proposed project.

## **Recommended Conditions**

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City Staff recommends that the following conditions be considered if the Planning Commission and City Council choose to approve this project request:

1. Keep an active business license in perpetuity.
2. Any and all disturbed areas shall be sodded.
3. All manicured grass and landscaped areas shall be irrigated and maintained in perpetuity.
4. All mechanical equipment located on the roof and the ground shall be screened from public view similar in design to the rest of the structure. All screening will be reviewed via the building permit process.
5. Signage compliant with the sign code shall be used. Signage shall be approved at the time of permitting.
6. All exterior lighting shall be LED.
7. The dumpster shall be enclosed with materials consistent with the primary building. Specific colors shall be submitted and approved as part of the building permit.
8. Trash service and commercial deliveries shall occur between the hours of 7:00 a.m. to 10:00 p.m.
9. Tractor trailers, storage containers, and other commercial vehicles shall not be parked or stored overnight on the premises.

The Developers of this project have agreed to all conditions.

### **Recommendation**

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City Staff recommends that the request be **APPROVED** contingent upon the conditions listed above.



March 6, 2020

11031 Strang Line Road  
Lenexa, KS 66215  
P 913.888.7800

[www.mecresults.com](http://www.mecresults.com)

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | SIOUXLAND | SOUTHWEST IOWA | CENTRAL MISSOURI | KANSAS CITY METRO

Mr. Austin Greer  
City of Gladstone, MO  
7010 N. Holmes  
Gladstone, Missouri 64118

**Re: White Chapel  
Stormwater Management**

Dear Austin:

We are proposing to remove and replace the existing White Chapel funeral home building at 6600 NE Antioch Road. The proposed project includes a new building and drives and is shown on the submitted site development plans. The disturbed area is approximately 1.5 acres. The existing impervious area within the disturbed area is approximately 22,300 square feet and the proposed impervious area is approximately 23,300 square feet, an increase of approximately 1,000 square feet (4.5 percent).

There are several exceptions under APWA section 5601.3 that apply to this site (see attached):

A.3 – The proposed redevelopment area is less than two acres and the increase in impervious area is less than 10%.

B.1 – The total increase in impervious area resulting from this project is less than 5,000 square feet. This project is not a single family or duplex dwelling, but we believe the intent of this exception is met by the proposed project.

Per the exceptions listed above, APWA Section 5600 design criteria does not apply to this project and stormwater detention and BMPs are not proposed to be constructed. It is worth noting that there is an existing detention pond on the overall cemetery site and the performance of that pond will not be significantly impacted by the proposed project.

Please contact me if you have any questions.

Very truly yours,

McCLURE

By: Patrick L. Kullberg, P.E., LEED® AP  
Sr. Project Engineer – Development Services



### **5601.3 General Requirements and Applicability**

The design shall be accomplished under the direction of a Registered Professional Engineer qualified in the field of stormwater design. The design shall be based on land use in the tributary area as zoned, actually developed, or indicated by an adopted future land use plan, whichever basis produces the greatest runoff.

This design criterion shall apply to all development, including subdivision, which alters the surface of the land to create additional impervious surfaces, including, but not limited to, pavement, buildings, and structures with the following exceptions:

#### **A. Redevelopment, Expansion, Renovation, Repair and Maintenance Activities Listed Below**

1. Additions to, improvements, and repair of existing single-family and duplex dwellings.
2. Remodeling, repair, replacement, or other improvements to any existing structure or facility and appurtenances that does not cause an increased area of impervious surface on the site.
3. Remodeling, repair, replacement or other improvements to any existing structure or facility and appurtenances on sites smaller than two acres that does not cause an increased area of impervious surface on the site in excess of 10 percent of that previously existing.
4. Remodeling, repair, replacement, or other improvements to any existing structure or facility and appurtenances that does not cause an increased area of impervious surface on the site in excess of 10 percent of that previously existing, provided the total impervious area of the site is less than 5,000 square feet. (See "Site Planning for Urban Stream Protection" provided by the "Center for Watershed Protection" for a discussion on imperviousness and its effect on watershed health; <http://www.cwp.org/SPSP/TOC.htm> ).

#### **B. New Construction Meeting the Following Criteria**

1. Construction of any one new single family or duplex dwelling unit, irrespective of the site area on which the structure may be situated, provided the total impervious area of the site is less than 5,000 square feet.
2. Construction of any buildings, structures, and/or appurtenant service roads, drives, and walks on a site having previously provided stormwater management, as defined in Section 5601.5 A4 as part of a larger unit of development, OR a site previously relieved of stormwater management requirements.

### **5601.4 Existing Drainage System**

Existing drainage system component pipes, structures, and appurtenances within the project limits may be retained as elements of an improved system providing:

- They are in sound structural condition.
- Their hydraulic capacity, including surcharge, is equal to or greater than the capacity required by these criteria.
- Easements exist or are dedicated to allow operation and maintenance.

Discharge from an existing upstream storm drainage system shall be computed assuming its capacity is adequate to meet the performance criteria listed in Section 5601.8. The computed discharge shall be used to design the new downstream system even if the actual capacity of the existing upstream system is less.

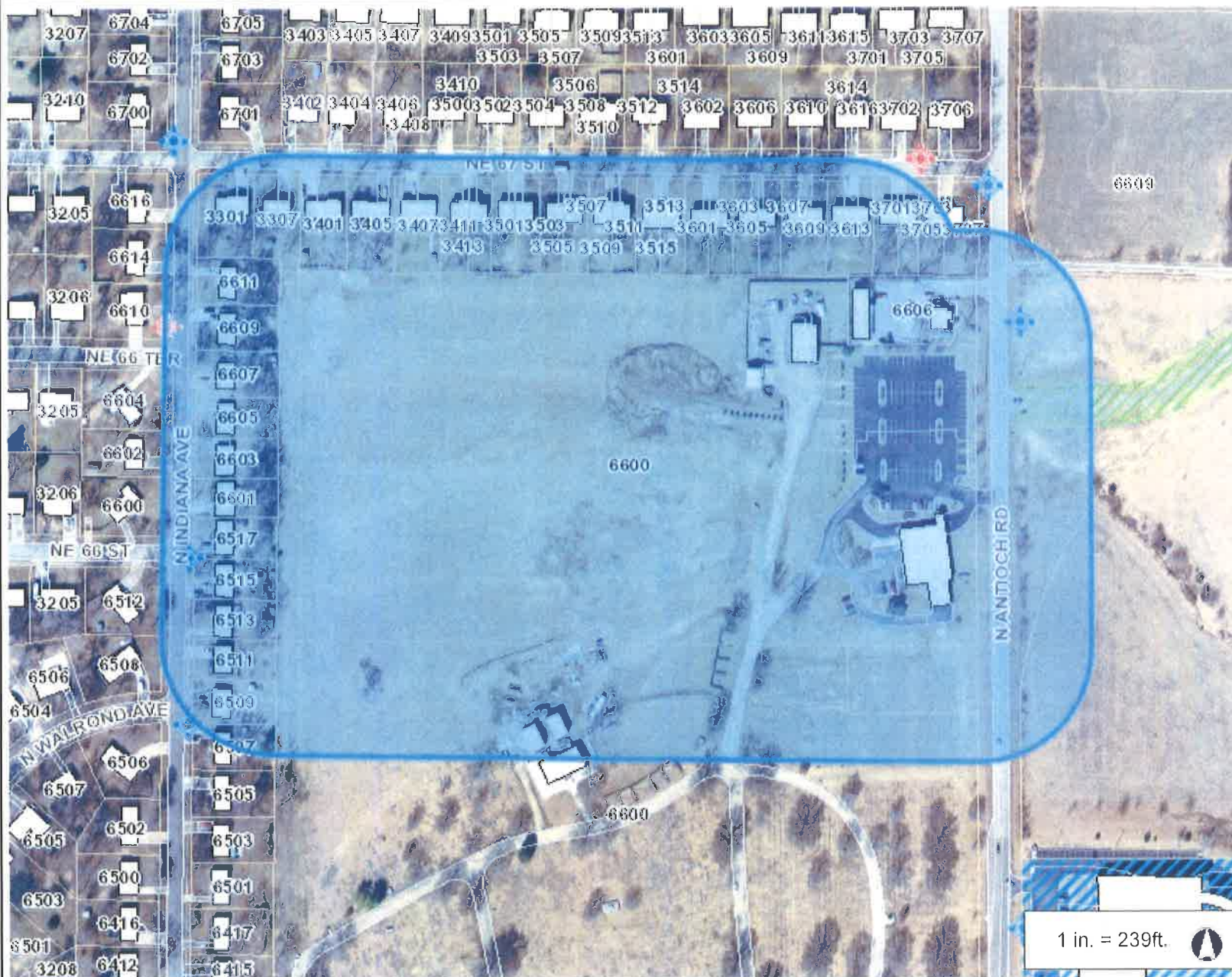
### **5601.5 System Types and Applications**

- A. General Guidelines:** Natural channels are to be preserved to the maximum extent practicable as site conditions permit. Design standards for natural channels are addressed in Section 5605. Engineered channels, the next highest priority system component, shall be designated and coordinated with the design





## Gladstone, MO



### Legend

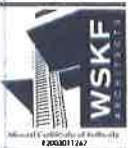
- ◆ KCPL Lights
- ◆ Gladstone Lights
- ▲ School Point
- 🚲 Bike Parking
- 🚌 Bus Stop
- ★ Point of Interest
- ⛪ Church
- 🏠 Apartment Point
- Street Centerline
- Edge Of Pavement
- Driveway
- City Limits
- Parcel
- House Number
- Building Footprint
- ▨ School Polygon
- ▨ City Park
- ▨ Villages
- ▨ Apartment Polygon

### Notes

White Chapel Funeral Home  
Site Plan Revision  
March 2020

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





WSKF  
ARCHITECTS  
10000 N. 100th Ave., Suite 100  
Gladstone, MO 64118  
913.415.1111  
www.wskf.com

WHITE CHAPEL  
8600 NE ANTIOCH ROAD  
GLADSTONE, MO 64119  
100% FINISHED RESOURCE, LLC

NOT FOR CONSTRUCTION

DATE: 10/10/2019  
BY: J. HARRIS  
10/10/2019

ELEVATIONS  
A2.01



G6 EAST CAMERA

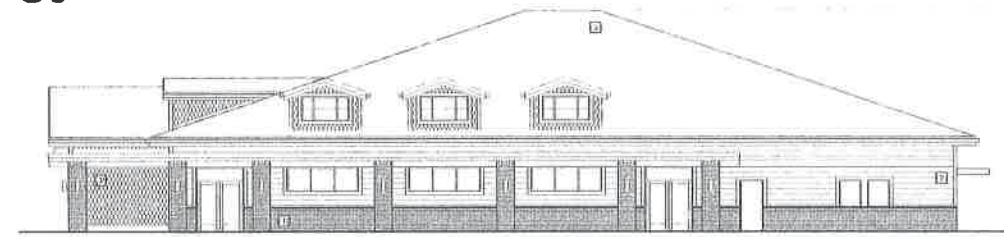


E7 EAST ELEVATION  
1/8" = 1'-0"

ROOF RIDGE 131'-0"  
PLATE HEIGHT 112'-0"  
FINISH FLOOR 100'-0"

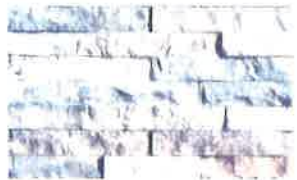


C6 NORTH CAMERA



A6 NORTH ELEVATION  
1/8" = 1'-0"

ROOF RIDGE 131'-0"  
PLATE HEIGHT 112'-0"  
FINISH FLOOR 100'-0"



1 ADORNED STONE  
MANUFACTURER: EL DORADO STONE  
STYLE: EL DORADO STONE  
COLOR: WHITELANE



2 FIBER CEMENT LAP SHINGLES  
MANUFACTURER: JAMES HARDIE  
STYLE: HARVEST  
COLOR: SHERBORN



3 FIBER CEMENT LAP SHINGLES  
MANUFACTURER: JAMES HARDIE  
STYLE: HARVEST  
COLOR: SHERBORN



4 RUBBER LAID SHINGLES  
MANUFACTURER: CERAMTILES  
STYLE: LANTANA  
COLOR: GEORGETOWN GRAY

PROPOSED MATERIALS  
1/8" = 1'-0"

10/10/2019  
J. HARRIS  
10/10/2019



WSKF  
ARCHITECTS & ENGINEERS  
1401 Exchange  
4th Floor  
St. Louis, MO 63103  
P: 314.433.1000  
F: 314.433.1001  
www.wskf.com

JOB NUMBER 19091

WHITE CHAPEL  
6600 NE ANTIOCH ROAD  
GLADSTONE, MO 64119  
SCOTT SHAW, ARCHITECT

NOT FOR CONSTRUCTION

WEEK 1: 1/15/2020  
WEEK 2: 1/22/2020  
WEEK 3: 1/29/2020  
WEEK 4: 2/5/2020  
WEEK 5: 2/12/2020  
WEEK 6: 2/19/2020  
WEEK 7: 2/26/2020  
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WEEK 232: 6/25/2024  
WEEK 233: 7/2/2024  
WEEK 234: 7/9/2024  
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WEEK 236: 7/23/2024  
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WEEK 642: 5/14/2032  
WEEK 64

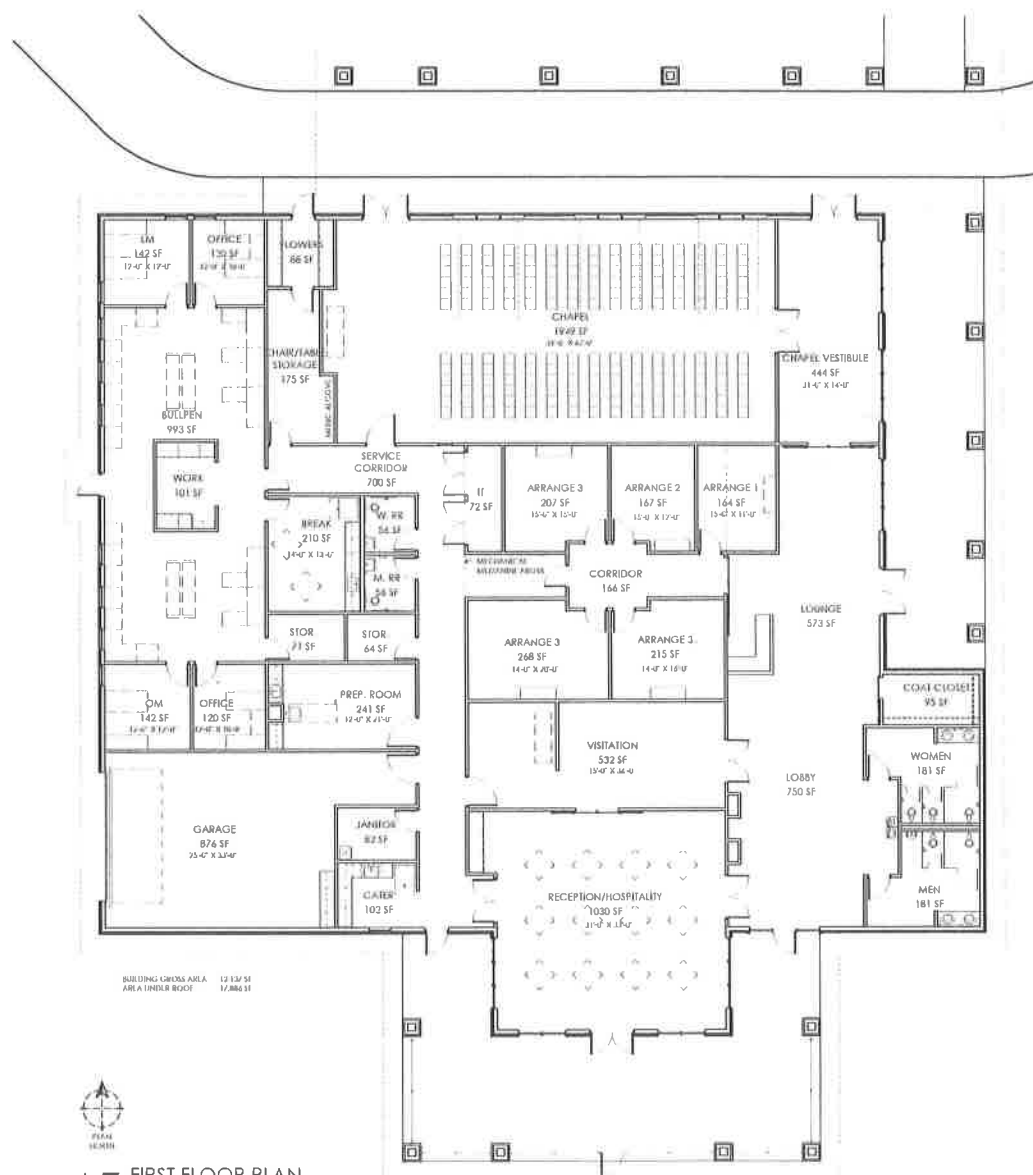












**A7 FIRST FLOOR PLAN**  
1/8" = 1'-0"

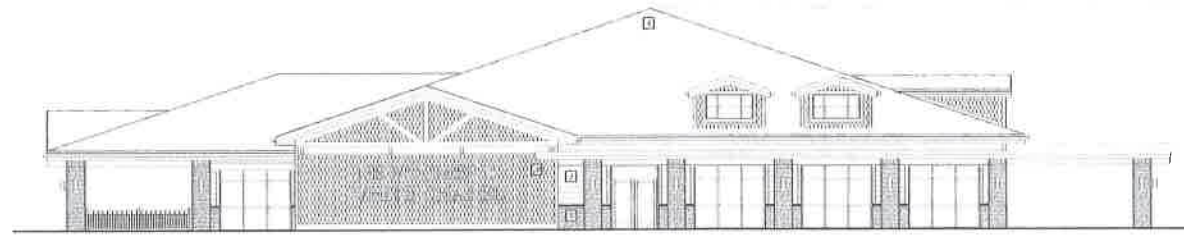




ADDRESS: 6600 NE ANTIOCH ROAD  
 GLADSTONE, MO 64119  
 PROJECT: WHITE CHAPEL  
 ARCHITECT: WSKF  
 DATE: 10/1/19  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS  
 PROJECT MANAGER: J. HARRIS  
 PROJECT ENGINEER: J. HARRIS  
 PROJECT ARCHITECT: J. HARRIS  
 PROJECT DESIGNER: J. HARRIS  
 PROJECT CONSTRUCTOR: J. HARRIS  
 PROJECT OWNER: J. HARRIS  
 PROJECT BUDGET: \$1,000,000  
 PROJECT SCHEDULE: 12 MONTHS  
 PROJECT STATUS: IN PROGRESS  
 PROJECT CONTACT: J. HARRIS  
 PROJECT PHONE: (816) 441-1111  
 PROJECT FAX: (816) 441-1112  
 PROJECT EMAIL: J. HARRIS@WSKF.COM  
 PROJECT WEBSITE: WWW.WSKF.COM  
 PROJECT ADDRESS: 6600 NE ANTIOCH ROAD  
 GLADSTONE, MO 64119  
 PROJECT CONTACT: J. HARRIS  
 PROJECT PHONE: (816) 441-1111  
 PROJECT FAX: (816) 441-1112  
 PROJECT EMAIL: J. HARRIS@WSKF.COM  
 PROJECT WEBSITE: WWW.WSKF.COM



G6 EAST CAMERA

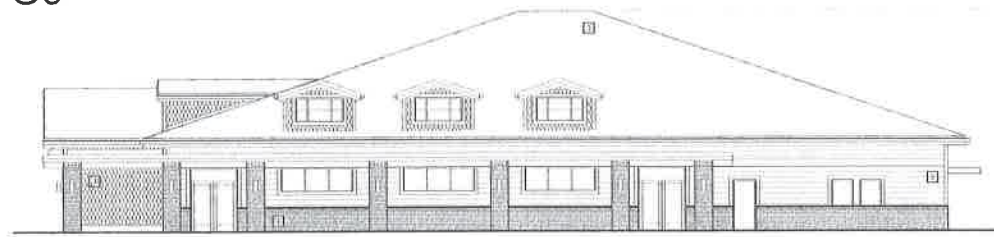


E7 EAST ELEVATION  
1/8" = 1'-0"

ROOF RIDGE 131'-0"  
 PLATE HEIGHT 112'-0"  
 FINISH FLOOR 100'-0"



C6 NORTH CAMERA

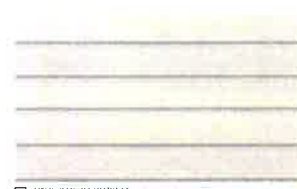


A6 NORTH ELEVATION  
1/8" = 1'-0"

ROOF RIDGE 131'-0"  
 PLATE HEIGHT 112'-0"  
 FINISH FLOOR 100'-0"



1. STONE VENEER  
MANUFACTURER: JAMES HARDIE  
STYLE: STONE VENEER  
COLOR: STONE VENEER



2. HORIZONTAL SIDING  
MANUFACTURER: JAMES HARDIE  
STYLE: HORIZONTAL SIDING  
COLOR: HORIZONTAL SIDING



3. DARK HORIZONTAL SIDING  
MANUFACTURER: JAMES HARDIE  
STYLE: DARK HORIZONTAL SIDING  
COLOR: DARK HORIZONTAL SIDING



4. HORIZONTAL SIDING WITH STONE ACCENTS  
MANUFACTURER: JAMES HARDIE  
STYLE: HORIZONTAL SIDING WITH STONE ACCENTS  
COLOR: HORIZONTAL SIDING WITH STONE ACCENTS

PROPOSED MATERIALS  
1/8" = 1'-0"

WHITE CHAPEL

6600 NE ANTIOCH ROAD  
 GLADSTONE, MO 64119  
 SCI SHARED RESOURCE, LLC  
 11800 N. 11th Street, Suite 100, Gladstone, MO 64119

NOT FOR CONSTRUCTION

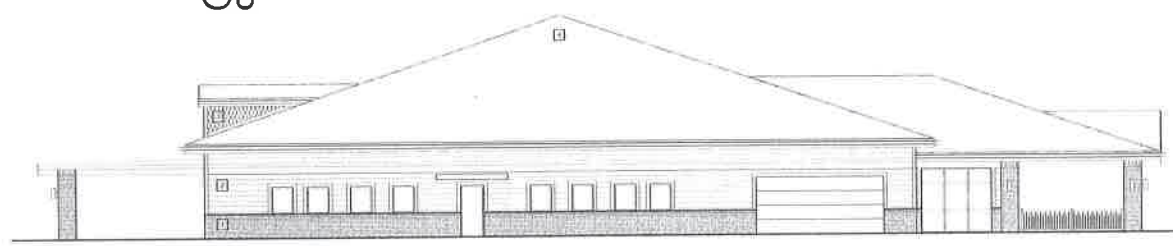
ELEVATIONS  
 A2.01



1000 South 1st Street, Suite 100  
 St. Louis, MO 63102  
 (314) 241-1111  
 www.wskf.com



**G6 WEST CAMERA**



**E7 WEST ELEVATION**  
 1/8" = 1'-0"

ROOF RIDGE 131'-0"  
 PLATE HEIGHT 112'-0"  
 FINISH FLOOR 100'-0"



**C6 SOUTH CAMERA**



**A6 SOUTH ELEVATION**  
 1/8" = 1'-0"

ROOF RIDGE 131'-0"  
 PLATE HEIGHT 112'-0"  
 FINISH FLOOR 100'-0"

**WHITE CHAPEL**  
 8600 NE ANTIOCH ROAD  
 GLADSTONE, MO 64119  
 816.424.0000  
 www.whitechapel.com

NOT FOR CONSTRUCTION

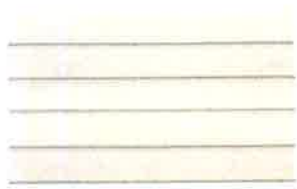
**ELEVATIONS**  
 A2.02



**1 ADHESION STONE**  
 MANUFACTURER: DAKOTA STONE  
 STYLE: DAKOTA STONE  
 COLOR: WHITE AZ



**2 ADHESION STONE**  
 MANUFACTURER: DAKOTA STONE  
 STYLE: DAKOTA STONE  
 COLOR: DARK GRAY



**3 ADHESION STONE**  
 MANUFACTURER: DAKOTA STONE  
 STYLE: DAKOTA STONE  
 COLOR: LIGHT GRAY



**4 ADHESION STONE**  
 MANUFACTURER: DAKOTA STONE  
 STYLE: DAKOTA STONE  
 COLOR: LIGHT GRAY

**PROPOSED MATERIALS**  
 1/8" = 1'-0"

WSKF ARCHITECT, 1000 South 1st Street, Suite 100, St. Louis, MO 63102, (314) 241-1111, www.wskf.com

PLANNING COMMISSION  
GLADSTONE, MISSOURI  
*Gladstone Community Center*  
Monday, June 15, 2020  
7:00 pm

**Item 1 on the Agenda: Roll Call.**

**Present:** Chase Cookson  
Mike Ebenroth  
Alicia Hommon  
Brenda Lowe  
Katie Middleton, Vice-Chair  
Kim Murch  
James New  
Jennifer McGee, Chair

**Absent:** JN Hernandez  
Gary Markenson  
Bill Turnage  
Larry Whitton

**Council & Staff Present:**

Mayor Jean Moore  
Mayor Pro Tem RD Mallams  
Bob Baer, Asst. City Manager  
Alan Napoli, Comm. Dev. Administrator  
Austin Greer, Planning Administrator  
Jenny Cisar, Admin. Assistant  
Becky Jarrett, Exec. Assistant

**Item 2 on the Agenda: Pledge of Allegiance.**

Chairperson McGee led the group in reciting the Pledge of Allegiance.

**Item 3 on the Agenda: Approval of the February 3, 2020 minutes.**

Chairperson McGee noted one correction that was made prior to the meeting- removing her from those in attendance at the February 3, 2020 meeting; she was absent that day.

**MOTION: By Ms. Middleton, second by Mr. Cookson to approve the corrected February 3, 2020 meeting minutes. All said Aye. The motion carried. (8 Yes- 0 No)**

**Item 4 on the Agenda:** PUBLIC HEARING: On a request for a Site Plan Revision at 6600 NE Antioch Road (White Chapel Funeral Home). Applicant: WSKF Architects. Owner: SCI

Shared Resources, Inc. File #2020-005. *The City Council Public Hearing is scheduled for Monday, July 13, 2020.*

Mr. Greer read the staff report. The applicant is proposing to demolish the existing White Chapel Funeral Home and construction a new 12,100 square foot funeral home in its place. The new building will be constructed using fiber cement lap siding, adhered stone, and architectural shingles in earth tone colors. There will be upgraded landscaping with irrigation systems throughout the new construction site. All exterior lighting will be LED. Mr. Greer explained that in regard to stormwater and the 10% Rule- the redeveloped area of this project is less than two acres and the increase in impervious area is less than 10%; therefore, this project does not require the new construction of stormwater detention and BMPs (Best Management Practices). With that being said, City Staff and the developers of this project agree that storm water management is important and that BMPs will be incorporated where they can be the most efficient and cost effective. He said it is also worth noting that there is an existing detention pond on the cemetery site and the performance of the pond will not be impacted by the proposed project.

City Staff recommends that the following conditions be considered if the Planning Commission and City Council choose to approve this project request:

1. Keep an active business license in perpetuity.
2. Any and all disturbed areas shall be sodded.
3. All manicured grass and landscaped areas shall be irrigated and maintained in perpetuity.
4. All mechanical equipment located on the roof and the ground shall be screened from public view similar in design to the rest of the structure. All screening will be reviewed via the building permit process.
5. Signage compliant with the sign code shall be used. Signage shall be approved at the time of permitting.
6. All exterior lighting shall be LED.
7. The dumpster shall be enclosed with materials consistent with the primary building. Specific colors shall be submitted and approved as part of the building permit.
8. Trash service and commercial deliveries shall occur between the hours of 7:00 a.m. to 10:00 p.m.
9. Tractor trailers, storage containers, and other commercial vehicles shall not be parked or stored overnight on the premises.

Mr. Greer concluded by saying that the developers of this project have agreed to all the conditions and City staff recommends this application be approved contingent upon the recommended conditions.

Chairperson McGee asked if the applicant was present.

Mr. Greer answered that the applicant is in the audience but does not wish to make a presentation. The applicant is available to answer any questions the Planning Commission may have.

Chairperson McGee opened the public hearing. There was no one to speak in favor or opposition of the application. Chairperson McGee asked for discussion from the Planning

Commission. The Planning Commission members did not have any comments. The public hearing was closed.

**MOTION: By Mr. Cookson, second by Ms. Lowe to approve Site Plan Revision for White Chapel Funeral Home; 6600 NE Antioch Road.**

<b>Vote: Mr. Cookson</b>	<b>Yes</b>
<b>Mr. Ebenroth</b>	<b>Yes</b>
<b>Ms. Hommon</b>	<b>Yes</b>
<b>Ms. Lowe</b>	<b>Yes</b>
<b>Ms. Middleton</b>	<b>Yes</b>
<b>Mr. Murch</b>	<b>Yes</b>
<b>Mr. New</b>	<b>Yes</b>
<b>Chairperson McGee</b>	<b>Yes</b>

**All said Aye. The motion carried. (8-Yes, 0-No)**

**Item 5 on the Agenda:** PUBLIC HEARING: On a request for a Site Plan Revision at 7117 N. Prospect Avenue (Hy-Vee Food Stores, Inc.). Applicant/Owner: Hy-Vee Food Stores, Inc. File #2020-006. *The City Council Public Hearing is scheduled for July 13, 2020.*

Mr. Greer read the staff report. Hy-Vee is proposing to relocate their Aisles Online services to the south side of the property into the 4,000 square foot addition approved last year (2019) by the Planning Commission and City Council. The original plan was to build an Aisles Online Kiosk on the north side of the Hy-Vee property, but given inside renovations, Hy-Vee has determined that moving the Aisles Online services to the south side expansion, logistically works better for them.

The building expansion footprint is the same as originally approved, except the canopy to cover the double drive thru is extended to the south approximately 20 feet – 10 feet per lane.

The Aisles Online pick-up will become two lanes, supervised by an employee at all times to greet and load orders. Orders are processed by time slot to control the number of orders coming in at any one time to regulate traffic.

In regard to the already approved 4,000 square foot building addition to the south side of the building located adjacent to their Wine & Spirits section of the store. City staff wants to reiterate and request that exterior lighting be no higher than 10 feet, angled downward and/or covered with light shields in an effort to preserve residential properties south of Hy-Vee. City Staff also requests that Hy-Vee extend their proposed tree line, within reason, to the southeast side of the property to cover the proposed addition and canopy.

The minimum setback requirement is 35 feet and this project meets that standard.

Linden Woods Village has submitted a letter of support for this project and it was included in the Planning Commission member's packets.

**BILL NO. 20-24**

**ORDINANCE NO. 4.524**

**AN ORDINANCE APPROVING A SITE PLAN REVISION FOR PROPERTY AT 7117 N. PROSPECT AVENUE.**

WHEREAS, pursuant to Section 32-37 of Ordinance No. 2.292 being the Gladstone Zoning Ordinance, public notice was made of a request for site plan approval at 7117 N. Prospect; and

WHEREAS, public hearings have been held after the publishing of the required notices; and

WHEREAS, the City Council finds that the planned development does not materially injure the property and the uses of the properties immediately adjacent to the proposed development; and

WHEREAS, the City Council finds that the site plan presents a unified and organized arrangement of buildings and facilities which have a functional relationship to the property comprising the development; and

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Gladstone that the site plan submitted by the applicant be approved subject to the terms and conditions set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, as follows:

**SECTION 1. SITE PLAN APPROVAL.**

The Site Plan for 7117 N Prospect Avenue is hereby approved subject to the terms and conditions set forth herein;

1. All exterior lighting shall be LED.
2. Trash service, deliveries, and distribution shall be scheduled between the hours of 7:00 a.m. to 10:00 p.m.
3. Any and all disturbed areas shall be sodded.
4. All landscaped areas shall be irrigated and maintained in perpetuity.
5. All mechanical equipment on the roof(s) shall be screened from public view and the view to the neighborhood south of the project by a parapet similar in design to the rest of the structure. This must be a minimum of twelve (12) inches above the tallest piece of mechanical equipment.
6. Any new exterior lighting being added to the south side of the building, in relation to the 4,000 square feet addition, will be no higher than 10 feet, angled downward, and/or covered by light shields in an effort to preserve residential properties south of Hy-Vee.
7. Tractor trailers and storage containers shall not be parked or stored overnight in the main parking lot.

8. Tint or install window blinds operated by a timer located on the southeast side of the building adjacent to the neighborhood located to the south.

**SECTION 2. SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, this 13<sup>th</sup> day of July 2020.**

---

Jean Moore, Mayor

ATTEST:

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Ruth Bocchino, City Clerk

First Reading: July 13, 2020

Second Reading: July 13, 2020

File #2020-006





## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 20-24

ORD # 4.524

Date: 6/24/2020

Department: Community Development

Meeting Date Requested: 7/13/2020

Public Hearing: Yes ☒ Date: 7/13/2020

Subject: Hy-Vee Aisles Online – Canopy Addition

Background:

Hy-Vee is proposing to relocate their Aisles Online services to the south side of the property into the 4,000 square foot addition approved last year (2019) by the Planning Commission and City Council. The original plan was to build an Aisles Online Kiosk on the north side of the Hy-Vee property, but given inside renovations, Hy-Vee has determined that moving the Aisles Online services to the south side expansion, logistically works better for them.

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In regard to the already approved 4,000 square foot building addition to the south side of the building located adjacent to their Wine & Spirits section of the store. City staff wants to reiterate and request that exterior lighting be no higher than 10 feet, angled downward and/or covered with light shields in an effort to preserve residential properties south of Hy-Vee. City Staff also requests that Hy-Vee extend their proposed tree line, within reason, to the southeast side of the property to cover the proposed addition and canopy.

The minimum setback requirement is 35 feet and this project meets that standard.

Linden Woods Village has submitted a letter of support for this project and it can be found in your packet.

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

Public/Staff Input/Commission: Public Input – A neighbor inquired about Hy-Vee putting up a new and higher fence. The fence that is currently in place is 6 feet tall and was restored a couple of years ago. Hy-Vee's wood fence meets City code. Staff Input – The developers of this project have agreed to all conditions. City Staff recommends that the request be approved contingent upon the conditions listed in the staff report/ordinance.

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

Austin Greer, Assistant To the City Manager & Planning Administrator

City Attorney PC

City Manager SW



## Community Development Department

### Staff Report

Date: April 29, 2020

File #: 2020-006

Requested Action: Site Plan Revision, 7117 N Prospect

Date of PC Consideration: June 15, 2020

Date of Council Consideration: July 13, 2020

---

Applicant: John Brehm  
Hy-Vee  
7117 N Prospect Avenue  
Gladstone, MO 64119

Owner: Hy-Vee  
5820 Westown Parkway  
WDSM, IA 50266

Architect/  
Engineer: Olsson Associates  
Shannon Buster  
1301 Burlington St  
North Kansas City, MO 64119

Address of Property: 7117 N Prospect

### Planning Information

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- Current Zoning: CP-1; Planned District, Local Business
- Planned Land Use: Commercial
- Surrounding Uses: North – Commercial (Walmart); South – Residential (Northhaven Gardens); East – Residential (Linden Woods Village); West – North Prospect Avenue
- Applicable Regulations: Zoning and Subdivision Ordinance and Comprehensive Plan

### Additional Information

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- Public Utility Availability: Existing
- Ingress/Egress: 72<sup>nd</sup> Street and North Prospect Avenue
- Traffic Impacts: Using a queue system to regulate traffic
- Proposed On-Site Improvements: See Attached Plan
- Proposed Landscaping: See Attached Plan
- Proposed Signage: - Refurbish or Replace Existing Signage

## **Analysis**

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Hy-Vee is proposing to relocate their Aisles Online services to the south side of the property into the 4,000 square foot addition approved last year (2019) by the Planning Commission and City Council. The original plan was to build an Aisles Online Kiosk on the north side of the Hy-Vee property, but given inside renovations, Hy-Vee has determined that moving the Aisles Online services to the south side expansion, logistically works better for them.

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The minimum setback requirement is 35 feet and this project meets that standard.

Linden Woods Village has submitted a letter of support for this project and it can be found in your packet.

## **Recommended Conditions**

---

City Staff recommends that the following conditions be considered if the Planning Commission and City Council choose to approve this project request:

1. All exterior lighting shall be LED.
2. Trash service, deliveries, and distribution shall be scheduled between the hours of 7:00 a.m. to 10:00 p.m.
3. Any and all disturbed areas shall be sodded.
4. All landscaped areas shall be irrigated and maintained in perpetuity.
5. All mechanical equipment on the roof(s) shall be screened from public view and the view to the neighborhood south of the project by a parapet similar in design to the rest of the structure. This must be a minimum of twelve (12) inches above the tallest piece of mechanical equipment.
6. Any new exterior lighting being added to the south side of the building, in relation to the 4,000 square foot addition, will be no higher than 10 feet, angled downward, and/or covered by light shields in an effort to preserve residential properties south of Hy-Vee.
7. Tractor trailers and storage containers shall not be parked or stored overnight in the main parking lot.
8. Tint or install window blinds operated by a timer located on the southeast side of the building adjacent to the neighborhood located to the south.

Hy-Vee has agreed to all conditions.

### **Recommendation**

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City Staff recommends that the request be APPROVED contingent upon the conditions listed above.

**SCENIC**  
**DEVELOPMENT**  
RETIREMENT COMMUNITY DEVELOPERS

May 27, 2020

**TO:** Community Development Department & City Council  
City of Gladstone, Missouri  
7010 North Holes  
Gladstone, Missouri 64118

**FROM:** Scenic Development, Managing Partner of Linden Woods Village  
2901 NE 72<sup>nd</sup> St.  
Gladstone, Missouri 64119

**SUBJECT:** Site Plan Revision at Hy-Vee Food Stores, Inc.  
Public Hearing #2020-006

To Whom It May Concern,

Scenic Development has carefully reviewed the plans proposed by Hy-Vee Food Stores, Inc. to expand a canopy on the south side of their building. Adding on-line pickup isles would be a benefit to some of the residents of Linden Woods Village that are still able to drive, as well as other residents of Gladstone, especially as they attempt to stay safe from COVID-19.

Scenic Development is in support of Hy-Vee's proposal, and hopes to see the addition come to fruition.

Sincerely,

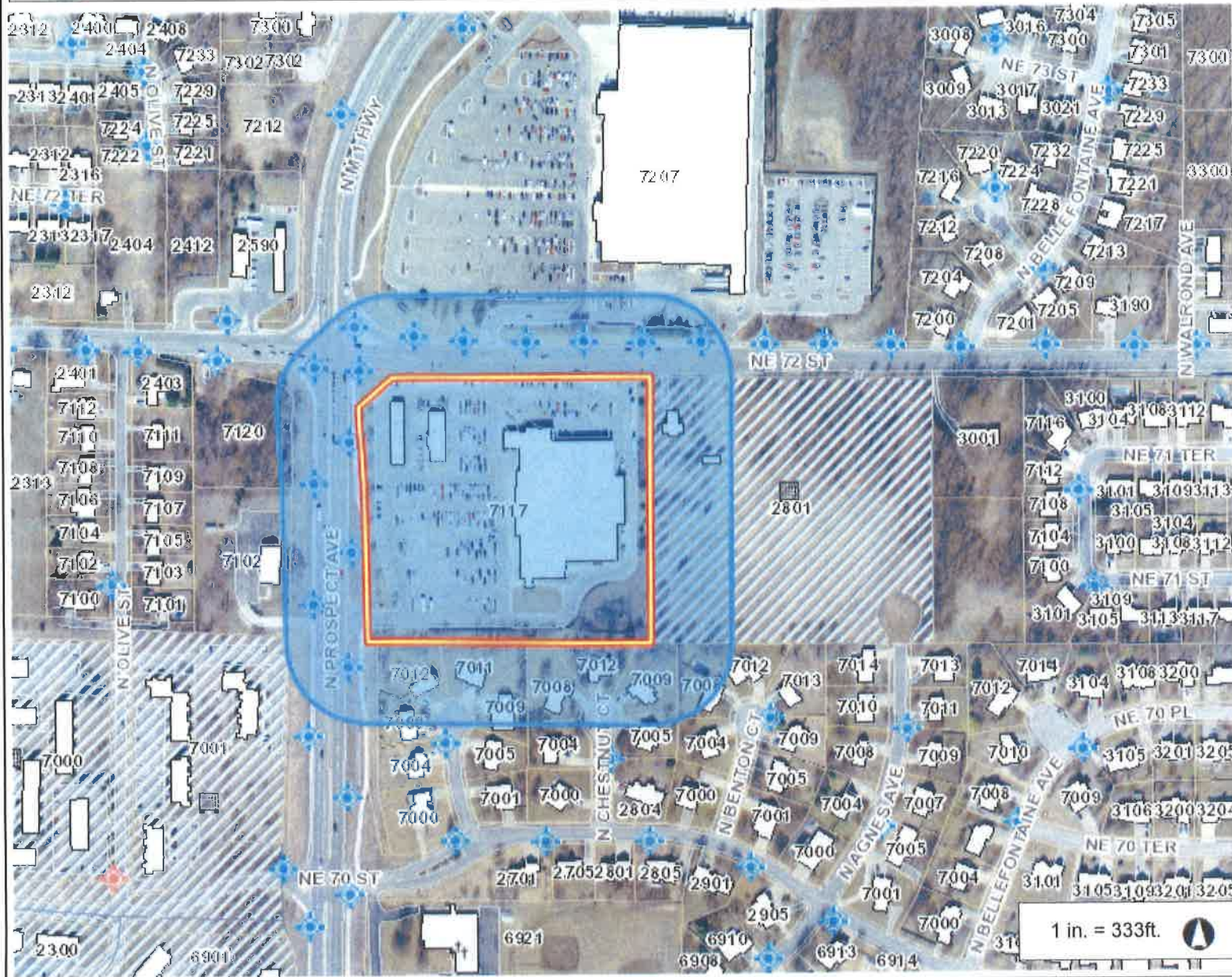
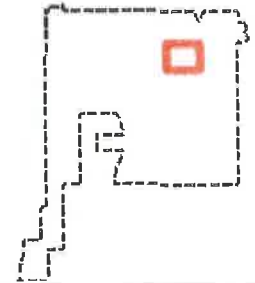


Jordan R. Anderson  
President, Scenic Development





## 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
- Building Footprint
- School Polygon
- City Park
- Villages
- Apartment Polygon

### Notes

Hy-Vee Food Stores, Inc.  
File #2020-006  
Canopy Addition

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





# GLADSTONE HY-VEE

## SITE PLAN REVISION

7117 N PROSPECT AVE., GLADSTONE, MO

PROJECT TEAM & UTILITY CONTACT LIST	
<b>OWNER / DEVELOPER:</b> HY-VEE, INC. 5820 WESTOWN PARKWAY WEST DES MOINES, IA 50266 CONTACT: JOHN BREHM PHONE: 515.453.2795 EMAIL: JBREHM@HY-VEE.COM	<b>UTILITY SERVICE NUMBERS</b> NAME: SPIRE (MGE) PHONE: 314-342-0500 NAME: AT&T PHONE: 800-288-8313 NAME: EVERGY PHONE: 816-471-5275
<b>ENGINEER:</b> OLSSON 1301 BURLINGTON, SUITE 100 NORTH KANSAS CITY, MO 64116 CONTACT: NICHOLAS HEISER, P.E. PHONE: 816.361.1177 EMAIL: NHEISER@OLSSON.COM	NAME: SPECTRUM (TWC) PHONE: 877-772-2253 NAME: GOOGLE FIBER PHONE: 877-454-6959 NAME: MISSOURI ONE-CALL PHONE: 800-344-7493

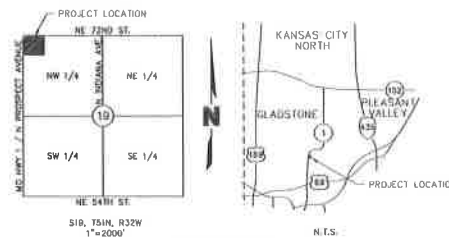
- ☐ NOT FOR CONSTRUCTION
- ☒ REVIEWED FOR CONSTRUCTION



VICINITY MAP

### LEGAL DESCRIPTION:

All of Lot 1, GLADSTONE COMMONS, a subdivision of land now in the city of Gladstone, Clay County, Missouri.



LOCATION MAPS

④

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS
C1.1	DEMOLITION PLAN
C1.1A	DEMOLITION PLAN
C2.0	SITE PLAN
C2.1	SITE PLAN ENLARGEMENT
C3.0	GRADING PLAN
C3.1	SPOT ELEVATION PLAN
C4.0	UTILITY PLAN
C4.1	UTILITY PLAN
C5.1	PLANTING PLAN
C5.2	PLANTING DETAILS
C6.0	SITE DETAILS
---	HY-VEE - ELEVATIONS
---	HY-VEE - ELEVATIONS

CIVIL ENGINEER:  
I HEREBY CERTIFY THAT THIS PROJECT HAS BEEN DESIGNED, AND THESE PLANS PREPARED, TO MEET OR EXCEED THE DESIGN CRITERIA OF GLADSTONE, MISSOURI, IN CURRENT USAGE, EXCEPT AS INDICATED BELOW.

*Nick*  
NICHOLAS HEISER, P.E.  
CIVIL ENGINEER  
MO# PE-2015000555

01.07.2020  
DATE



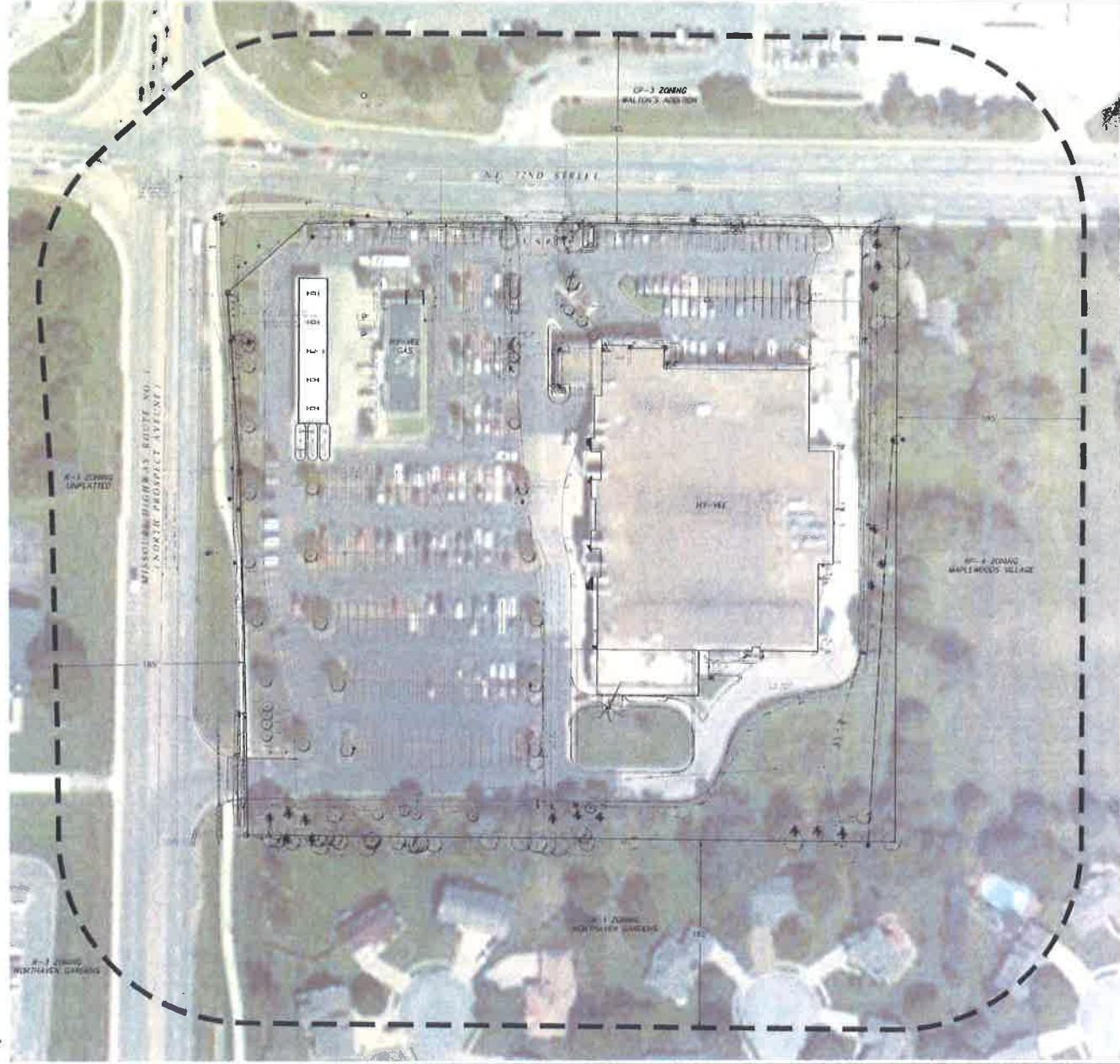
**olsson**



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3	3	01.07.2020	REVISIONS DESCRIPTION
4	4	01.07.2020	REVISIONS DESCRIPTION
5	5	01.07.2020	REVISIONS DESCRIPTION
6	6	01.07.2020	REVISIONS DESCRIPTION
7	7	01.07.2020	REVISIONS DESCRIPTION
8	8	01.07.2020	REVISIONS DESCRIPTION
9	9	01.07.2020	REVISIONS DESCRIPTION
10	10	01.07.2020	REVISIONS DESCRIPTION

COVER SHEET	2019
GLADSTONE HY-VEE	
SITE PLAN REVISION	
GLADSTONE, MO	
Drawn by: C000	
checked by: C000	
approved by: NHE	
printed by: C000	
in charge: C000	
DATE: 2019.05.17	
SHEET	
C0.0	

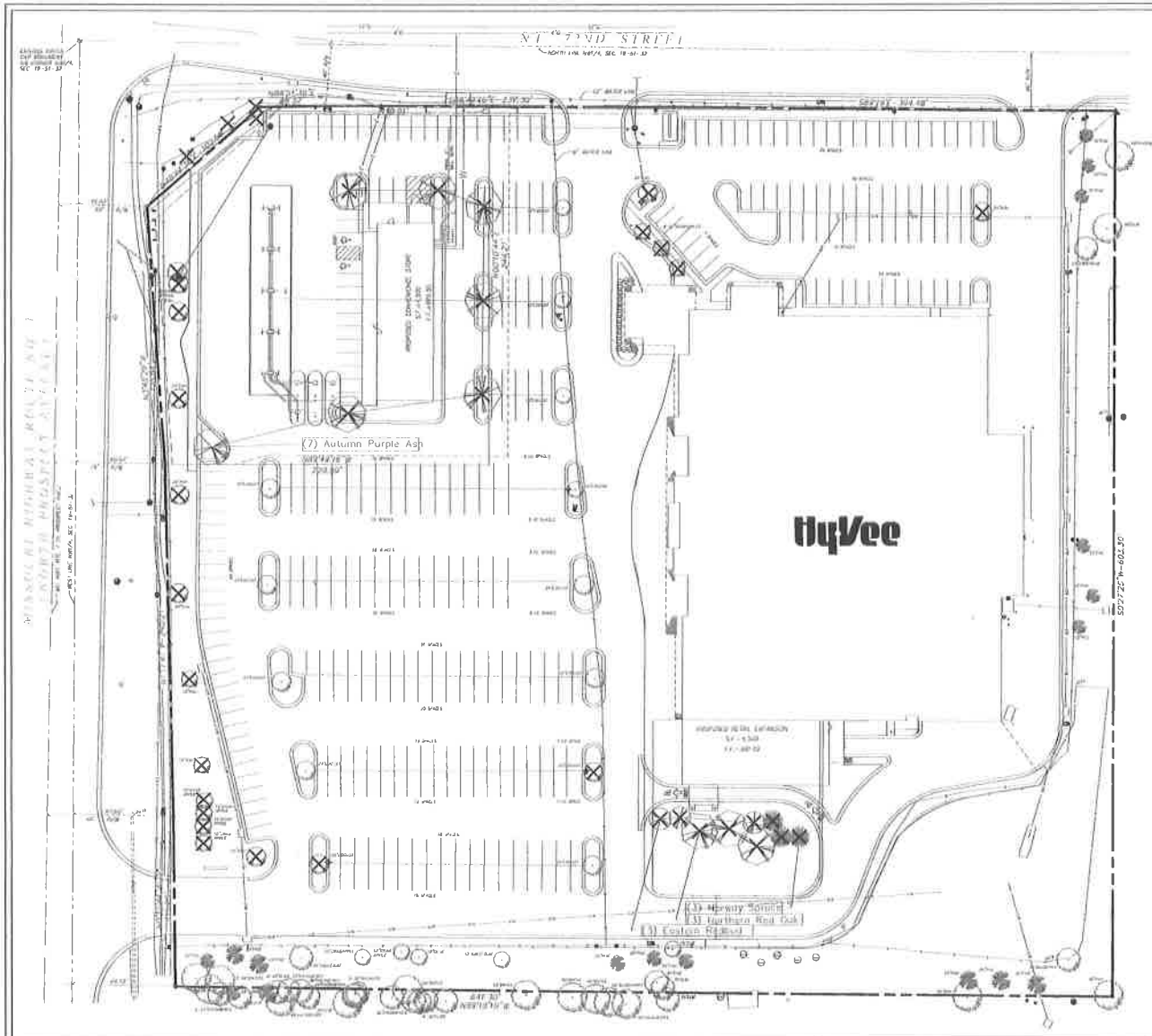
USER: cgwhite

[illegible]

olsson

Olsson - Civil Engineering  
 Missouri Certificate of Authority #001582  
 1301 Burlington Street  
 North Kansas City MO 64116

TEL 01636 11177      www.dalson.com



# DEMOLITION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION. BOTH PUBLIC AND PRIVATE.

2. ALL DEMOLITION DEBRIS SHALL BE DISPOSED OF IN RECYCLED OFF SITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.

3. PROTECT ADJACENT PROPERTY DURING DEMOLITION.

4. PROTECT EXISTING UTILITIES WHICH ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS AND TIE-IN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN MAY BE PRESENT.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR A SHOWING AND SALVAGING ANY REMAINING COMPONENTS AND ADJUSTING IRRIGATION AS REQUIRED FOR OPERATION ON REMAINDER OF SITE DURING CONSTRUCTION.

6. REMOVE AND LEGALLY DISPOSE OF ALL TREES AND ROOTS AS NOTED. TREE WASTE MUST BE DISPOSED OF ACCORDING TO THE MISSOURI DNR PROTOCOLS FOR ASH TREES. TREE WASTE SHALL REMAIN IN CLAY COUNTY AND STATE OF MISSOURI.

## LEGEND

X REMOVE VEGETATION

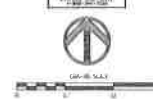
## PLANT REMOVAL LIST

21 OVERSTORY TREES  
18 UNDERSTORY TREES  
2100 BUSHES

**HyVee**  
HY VEE INC.  
200 WEST 20TH AVENUE  
WEST DES MOINES, IOWA 50344  
P 515.281.8800  
F 515.281.2033

# LOCATION GLADSTONE FOOD STORE 7117 NORTH PROSPECT PLANTING PLAN

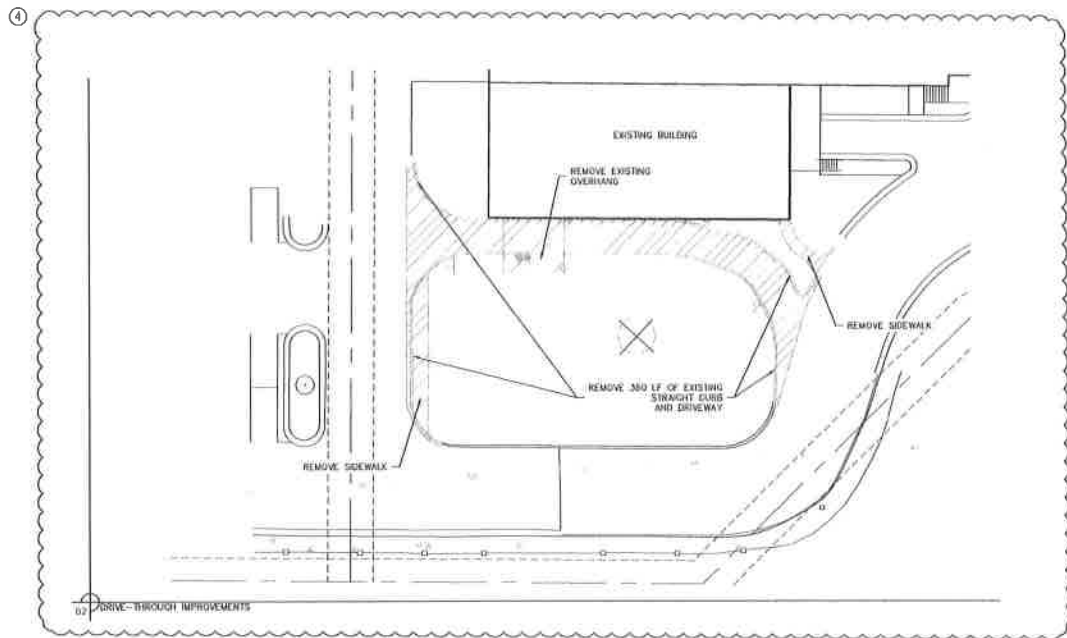
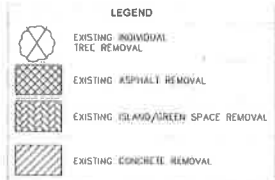
REVISIONS DATE  
DRAWN BY



## DEMOLITION PLAN

DRAWN BY DATE  
12/15/2011  
SHEET

C1.1

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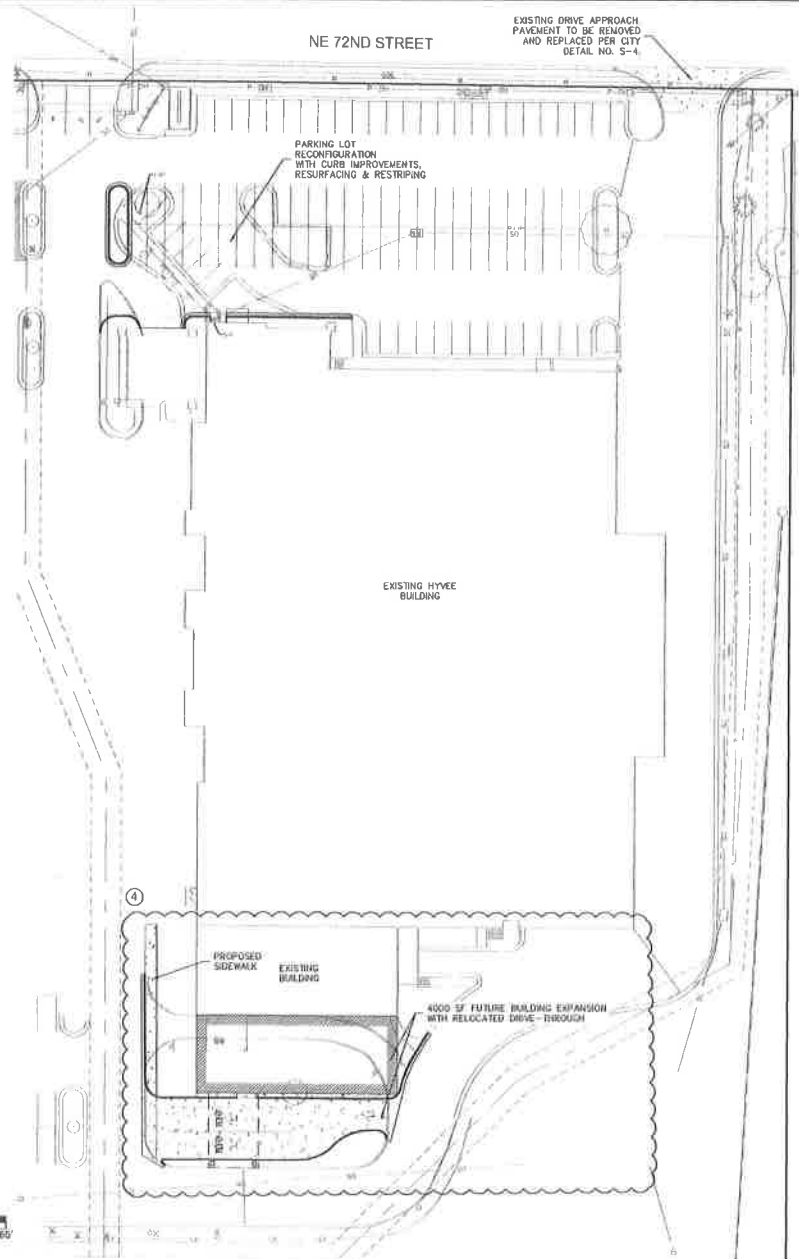
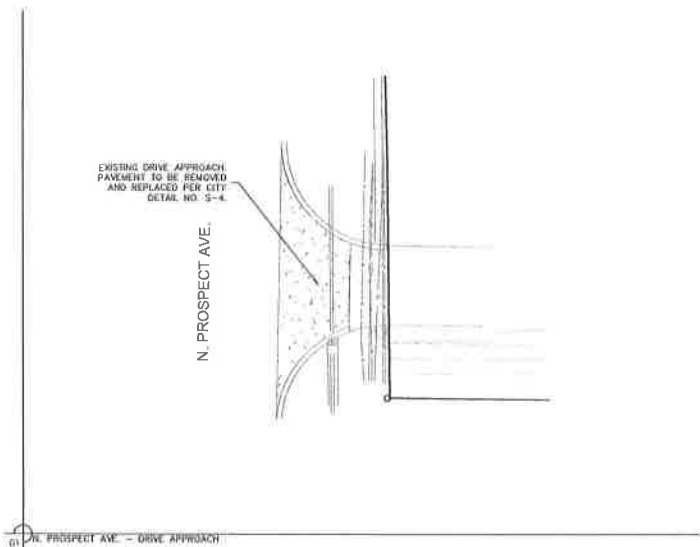
EXISTING ZONING: CP-1 (PROPOSED: NO CHANGE)  
CHAPTER 135 - C-1 LOCAL BUSINESS DISTRICT  
SEC. 7.135.030, GLADSTONE, MO CODE OF ORDINANCES:

THE HEIGHT OF THE BUILDINGS AND THE MINIMUM DIMENSIONS OF THE YARDS, EXCEPT AS PROVIDED IN CHAPTER 175 OF THIS TITLE, SHALL BE AS FOLLOWS:

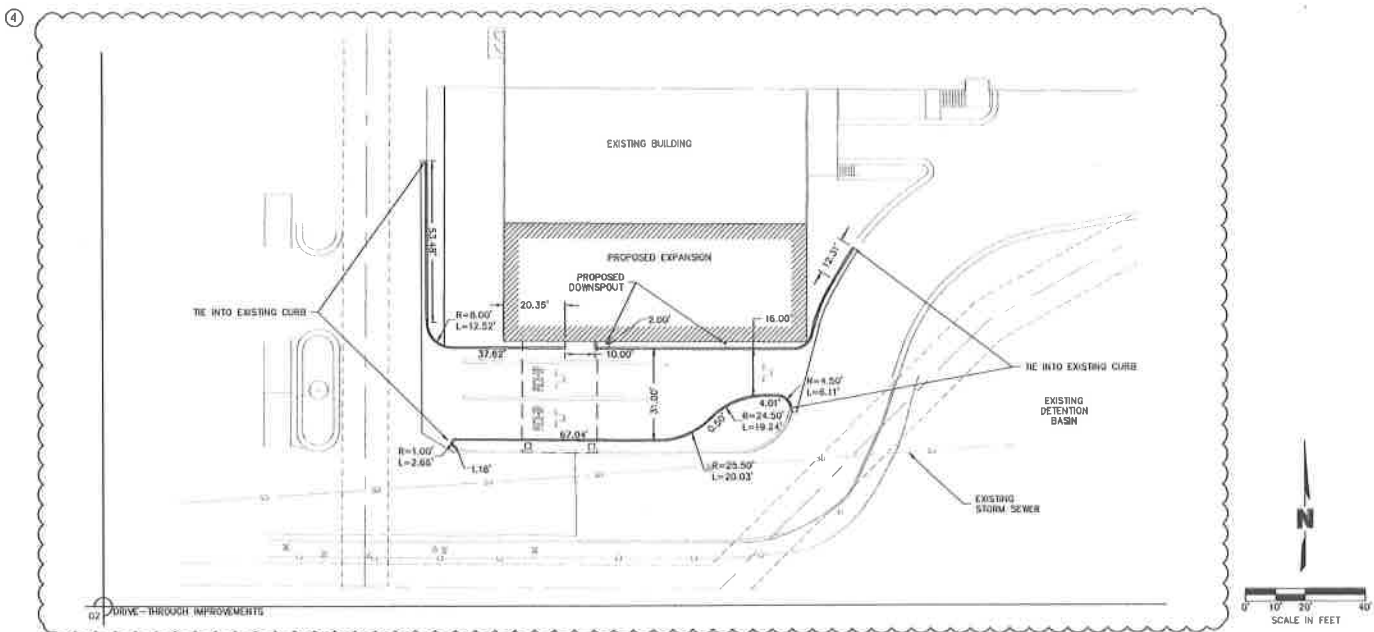
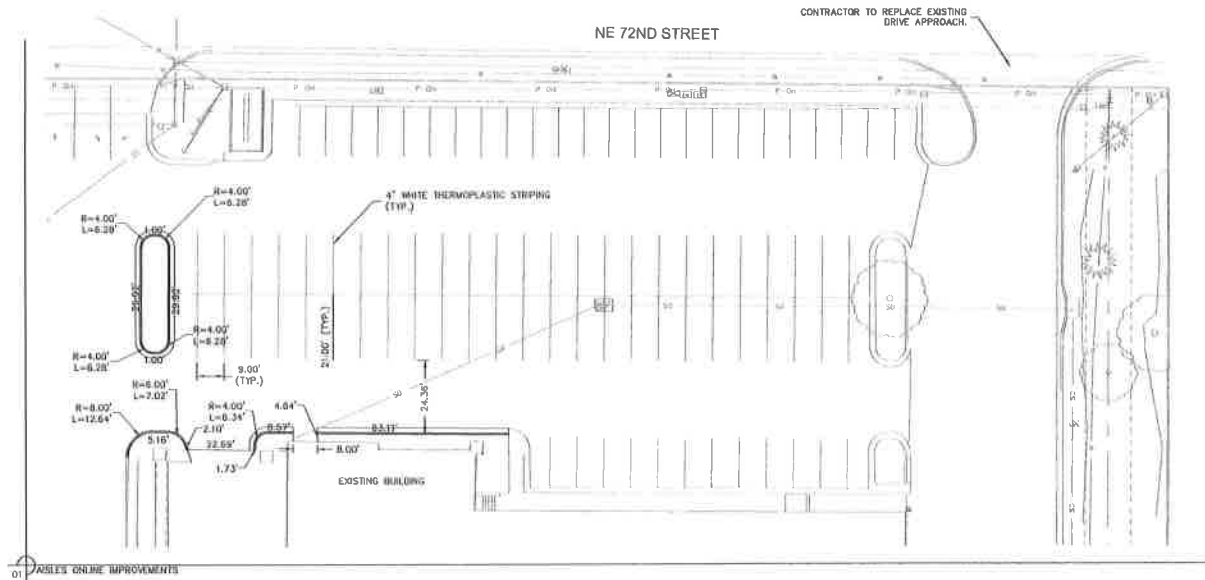
1. HEIGHT: BUILDINGS OR STRUCTURES SHALL NOT EXCEED 2-1/2 STOREYS AND SHALL NOT EXCEED 30 FEET.
2. FRONT YARD: A FRONT YARD OF NOT LESS THAN 3-1/2 FEET SHALL BE PROVIDED IN THIS DISTRICT.
3. REAR YARD: NO SIDE YARD IS REQUIRED EXCEPT WHERE A BUFFER ZONE IS REQUIRED; PROVIDED THAT THERE SHALL BE A SIDE YARD OF NOT LESS THAN 15 FEET ON THE STREET SIDE OF A CORNER LOT.
4. SIDE YARD: A REAR YARD OF NOT LESS THAN 5 FEET IS REQUIRED.
5. BUFFER ZONE: EVERY TRACT ZONED C-1 WHICH IN ANY WAY ADJOINS, ABUTS, OR IS ADJACENT TO A LOT OR TRACT IN DISTRICTS R-1, R-2, R-3, R-4, OR R-5, SHALL HAVE A BUFFER ZONE. THE BUFFER ZONE SHALL BE DEFINED AS THE STRAIGHT LINE BETWEEN THE TWO DISTRICTS OR, IF SUCH ADJUNCTION IS THE CENTER OF A STREET, ALONG THE EDGE OF THE STREET RIGHT-OF-WAY ABUTTING THE C-1 DISTRICT.

PARTIAL LOTS: SEE CHAPTER 180 OF THIS TITLE FOR OFF-STREET PARKING AND LOADING REGULATIONS.

NOTES:  
1. SEE SHEET C2.1 FOR ENLARGED PLANS AND DIMENSIONS OF PROPOSED IMPROVEMENTS;  
2. PARKING SPACES LOST: 5; PARKING SPACES GAINED: 10; NET: +14



<div style="display: flex; justify-content: space-between;"> <div> <p>sheets: 52/509</p> <p>plan sheet: 62/509</p> <p>reference: 11/509</p> <p>date: 01/18/2014</p> <p>author: J. L. L. L.</p> </div> <div> <p><b>SHEET</b></p> <p><b>C20</b></p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p><b>GLADSTONE, MO</b></p> <p><b>GLADSTONE HY-VEE</b></p> <p><b>SITE PLAN REVISION</b></p> </div> <div> <p><b>2019</b></p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01/18/2014</td> <td>ADDED HY-VEE</td> <td>J. L. L.</td> </tr> <tr> <td>2</td> <td>01/18/2014</td> <td>ADDED HY-VEE</td> <td>J. L. L.</td> </tr> <tr> <td>3</td> <td>01/18/2014</td> <td>ADDED HY-VEE</td> <td>J. L. L.</td> </tr> </tbody> </table> </div> <div> <p><b>IFT</b></p> </div> </div>		REV	DATE	DESCRIPTION	BY	1	01/18/2014	ADDED HY-VEE	J. L. L.	2	01/18/2014	ADDED HY-VEE	J. L. L.	3	01/18/2014	ADDED HY-VEE	J. L. L.	<div style="display: flex; justify-content: space-between;"> <div> <p><b>olsson</b></p> <p>Olsson &amp; Associates, Inc.</p> <p>1000 North Main Street</p> <p>North Kansas, MO 64116</p> <p>TEL: 816.336.1177</p> <p>WWW.OLSSON.COM</p> </div> <div>  </div> </div>	
REV	DATE	DESCRIPTION	BY																				
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2	01/18/2014	ADDED HY-VEE	J. L. L.																				
3	01/18/2014	ADDED HY-VEE	J. L. L.																				



GLADSTONE MO 2018		GLADSTONE HYVAEE SITE PLAN REVISION		GLADSTONE MO 2018	
revision by _____		checked by _____		approved by _____	
designed by _____		project no _____		drawing title _____	
date _____		sheet _____		date _____	

SITE PLAN ENLARGEMENT

GLADSTONE HYVAEE  
SITE PLAN REVISION

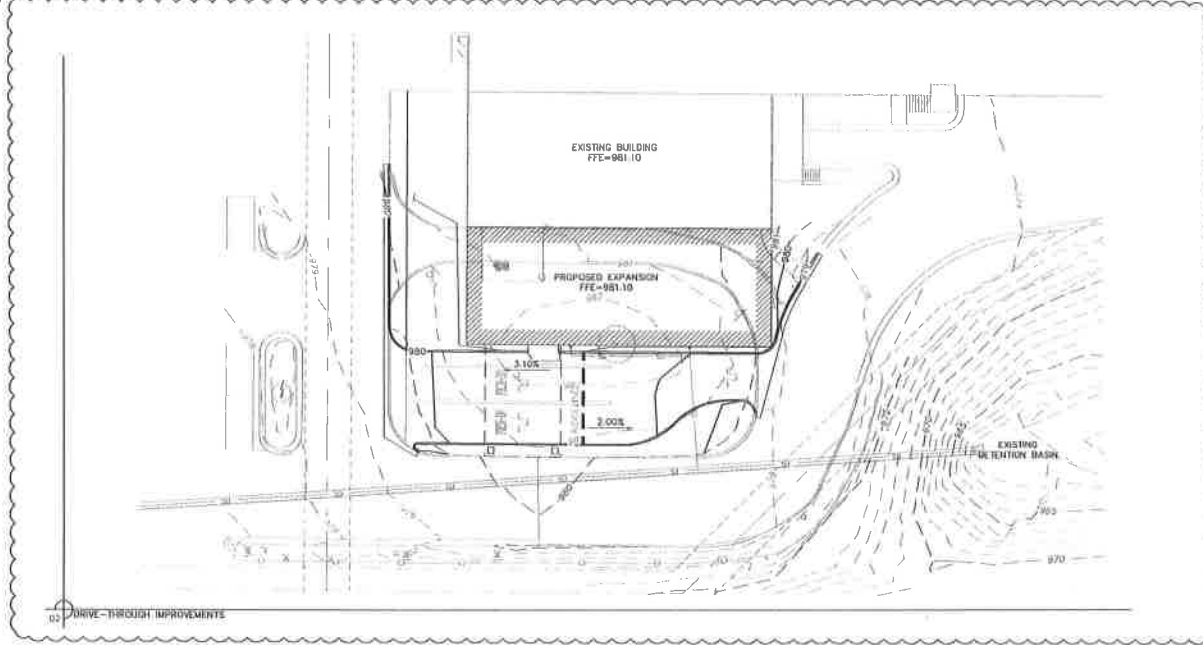
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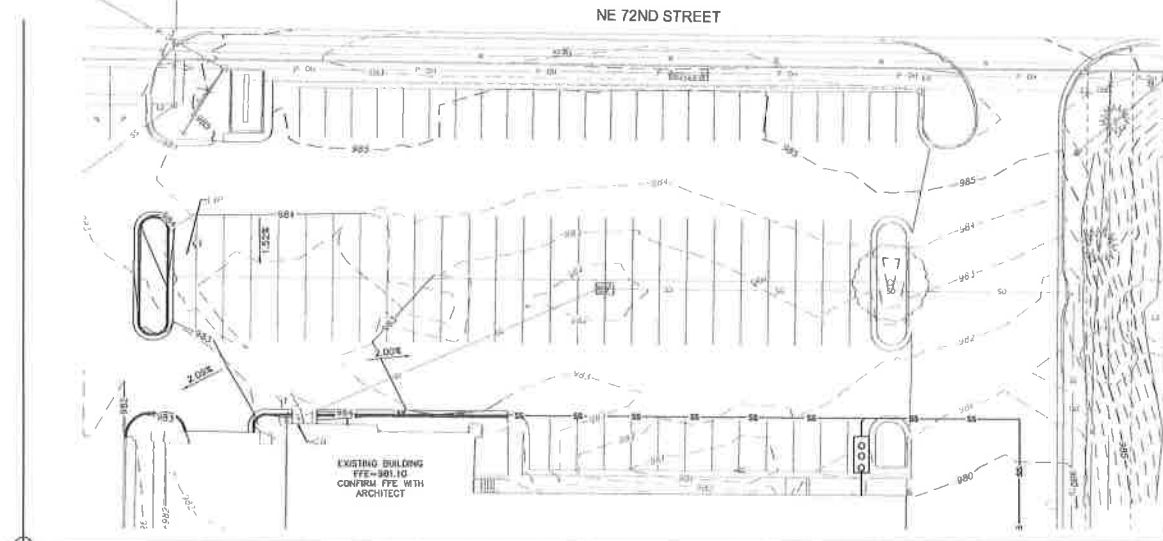
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4



02 DRIVE-THROUGH IMPROVEMENTS

01 AISLES ONLINE IMPROVEMENTS



NE 72ND STREET

EXISTING BUILDING  
FFE=981.10  
CONFORM FFE WITH  
ARCHITECT

EXISTING BUILDING  
FFE=981.10

PROPOSED EXPANSION  
FFE=981.10

EXISTING  
DETENTION BASIN

NOTE:  
REFER TO SPOT ELEVATION PLAN FOR FURTHER GRADING DETAILS



- LEGEND
- 100- - EXISTING INDEX CONTOURS
  - 100- - EXISTING INTERMEDIATE CONTOURS
  - 100- - PROPOSED INDEX CONTOURS
  - 100- - PROPOSED INTERMEDIATE CONTOURS

**olsson**

Olsson & Associates  
Professional Engineer  
1800 S. Main Street, Suite 100  
Gladstone, MO 64116  
Tel: 816.361.1177

2019

REVISIONS

REV	DATE	DESCRIPTION
1	01/26/20	ISSUED FOR PERMIT
2	01/26/20	ISSUED FOR PERMIT
3	01/26/20	ISSUED FOR PERMIT
4	01/26/20	ISSUED FOR PERMIT

GRADING PLAN

GLADSTONE HY-VEE

SITE PLAN REVISION

GLADSTONE, MO

Drawn by: C300

Checked by: C300

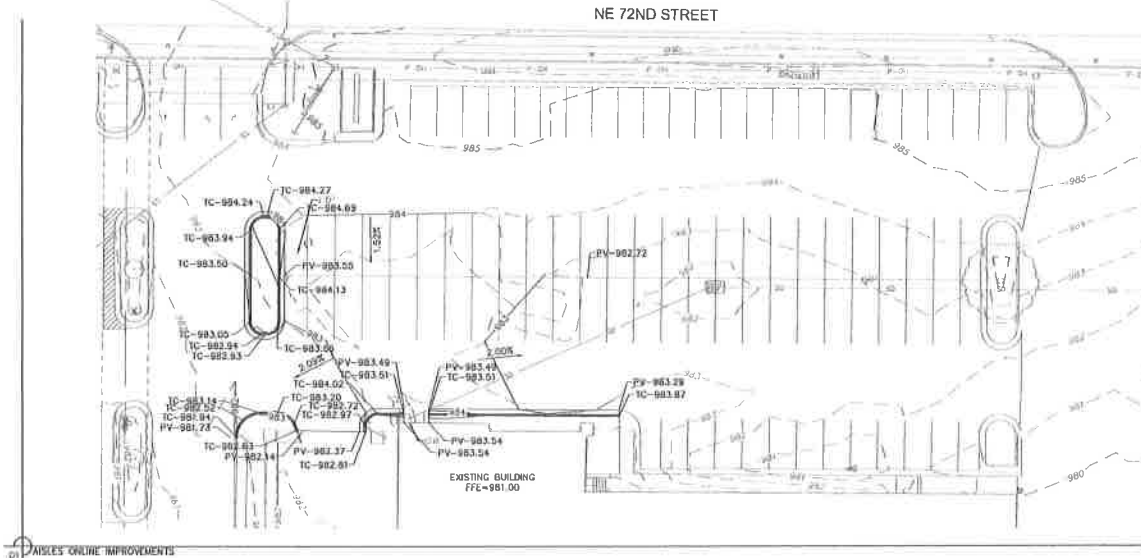
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ENR: C300

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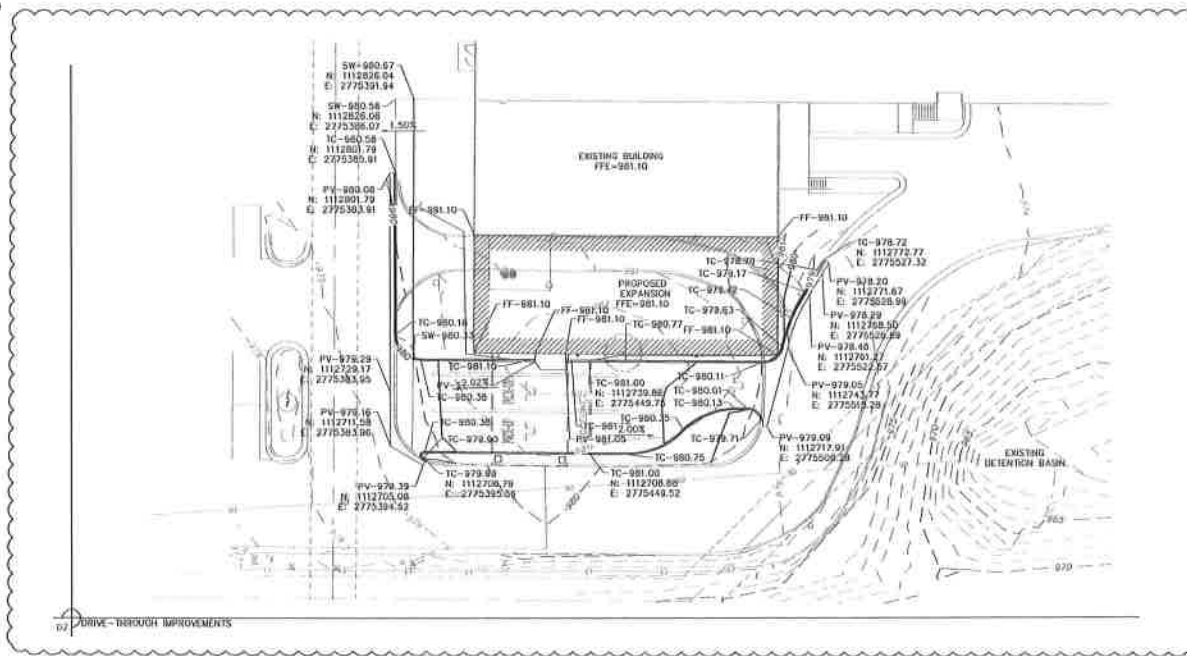
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C3.0

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D1 PAISEL'S ONLINE IMPROVEMENTS

4



D2 DRIVE - PROPOSED IMPROVEMENTS



LEGEND	
-100-	EXISTING INDEX CONTOURS
100	EXISTING INTERMEDIATE CONTOURS
-100-	PROPOSED INDEX CONTOURS
100	PROPOSED INTERMEDIATE CONTOURS

**olsson**



REV	NO	DATE	REVISION DESCRIPTION
1	1	01/30/20	ISSUED FOR PERMIT
2	2	02/03/20	REVISED FOR COMMENTS
3	3	02/03/20	REVISED FOR COMMENTS
4	4	02/03/20	REVISED FOR COMMENTS

SPOT ELEVATION PLAN	2019
GLADSTONE HY-VEE	
SITE PLAN REVISION	
GLADSTONE, MO	

Drawn By	CS/CV
Checked By	SP
CA/CV	SP
Approved By	SP
Working On	01/30/20
Date	01/30/20

SHEET  
C3.1

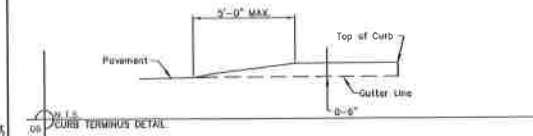
Olsson Engineering  
 Missouri Certificate of Authority #001182  
 North Kansas City, MO 64116  
 TEL: 816.981.1177 www.olson.com



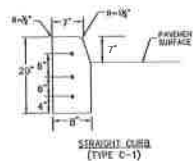
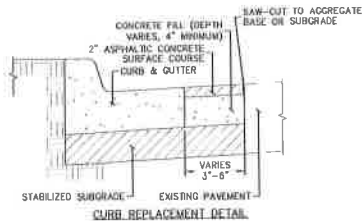






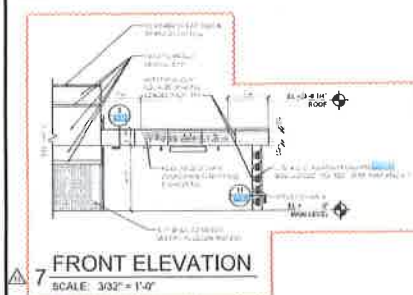


- 
- Diagram showing the elevation view of a ribbon curb. The curb has a total width of 24 inches and a height of 8 inches. The top surface is 2 inches wide and 8 inches high, labeled "SMOOTH BARS (SEE NOTE 1)". The bottom surface is 2 inches wide and 8 inches high, labeled "RIBBON CURB". The curb is supported by a base of 24 inches. The curb is shown in cross-section with dimensions: 2" x 8" SMOOTH BARS (SEE NOTE 1), 24" width, and 8" height. The curb is labeled "RIBBON CURB".

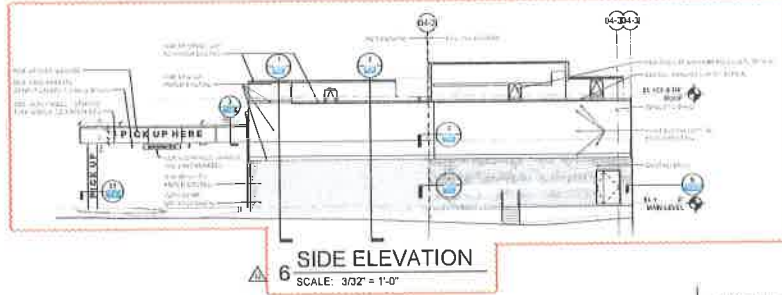


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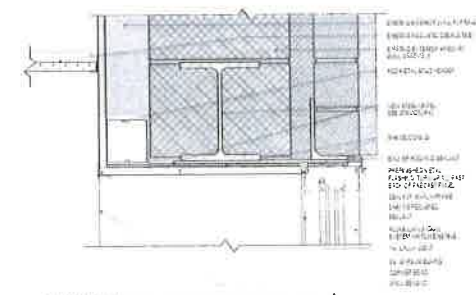




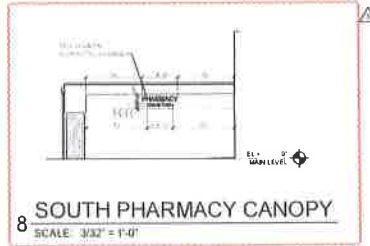
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SCALE: 3/32" = 1'-0"



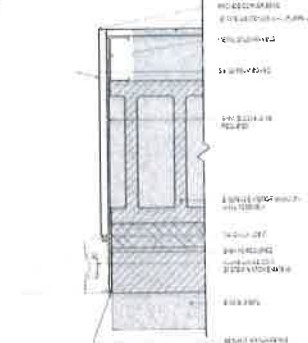
6 SIDE ELEVATION  
SCALE: 3/32" = 1'-0"



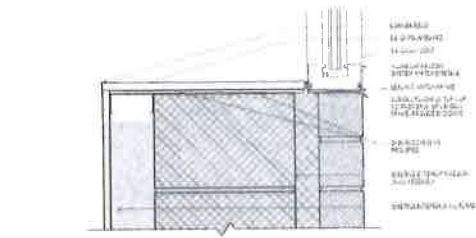
5 ALUMINUM WINDOW HEAD  
SCALE: 3" = 1'-0"



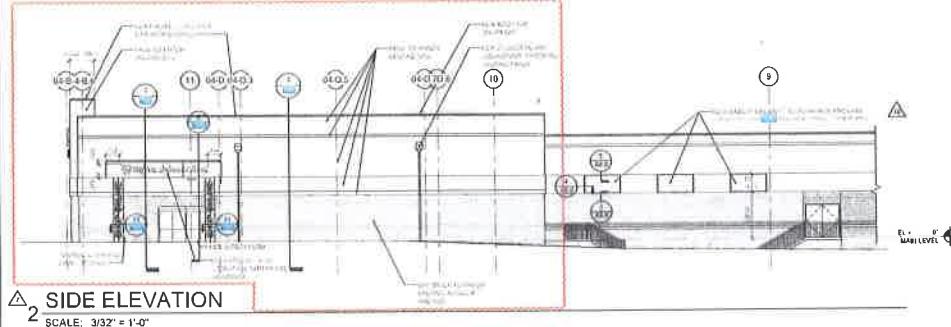
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SCALE: 3/32" = 1'-0"



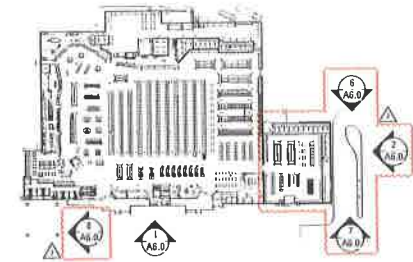
4 WINDOW JAMB  
SCALE: 3" = 1'-0"



3 WINDOW SILL  
SCALE: 3" = 1'-0"



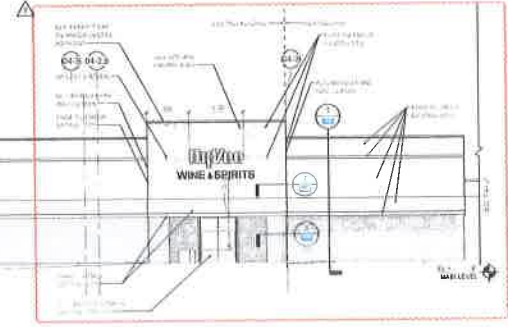
2 SIDE ELEVATION  
SCALE: 3/32" = 1'-0"



KEY PLAN  
SCALE: N.T.S.



1 FRONT ELEVATION  
SCALE: 3/32" = 1'-0"



REVISIONS	
NO.	DESCRIPTION
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CUNNINGHAM GROUP  
 1000 N. GARDEN AVENUE, SUITE 100  
 OMAHA, NE 68102  
 (402) 442-1111  
 www.cunninghamgroup.com

MISSOURI  
 GLADSTONE  
 GLADSTONE  
 HyVee  
 WINE & SPIRITS

EXTERIOR ELEVATIONS  
 A6.0

Commission. The Planning Commission members did not have any comments. The public hearing was closed.

**MOTION: By Mr. Cookson, second by Ms. Lowe to approve Site Plan Revision for White Chapel Funeral Home; 6600 NE Antioch Road.**

<b>Vote: Mr. Cookson</b>	<b>Yes</b>
<b>Mr. Ebenroth</b>	<b>Yes</b>
<b>Ms. Hommon</b>	<b>Yes</b>
<b>Ms. Lowe</b>	<b>Yes</b>
<b>Ms. Middleton</b>	<b>Yes</b>
<b>Mr. Murch</b>	<b>Yes</b>
<b>Mr. New</b>	<b>Yes</b>
<b>Chairperson McGee</b>	<b>Yes</b>

**All said Aye. The motion carried. (8-Yes, 0-No)**

**Item 5 on the Agenda:** PUBLIC HEARING: On a request for a Site Plan Revision at 7117 N. Prospect Avenue (Hy-Vee Food Stores, Inc.). Applicant/Owner: Hy-Vee Food Stores, Inc. File #2020-006. *The City Council Public Hearing is scheduled for July 13, 2020.*

Mr. Greer read the staff report. Hy-Vee is proposing to relocate their Aisles Online services to the south side of the property into the 4,000 square foot addition approved last year (2019) by the Planning Commission and City Council. The original plan was to build an Aisles Online Kiosk on the north side of the Hy-Vee property, but given inside renovations, Hy-Vee has determined that moving the Aisles Online services to the south side expansion, logistically works better for them.

The building expansion footprint is the same as originally approved, except the canopy to cover the double drive thru is extended to the south approximately 20 feet – 10 feet per lane.

The Aisles Online pick-up will become two lanes, supervised by an employee at all times to greet and load orders. Orders are processed by time slot to control the number of orders coming in at any one time to regulate traffic.

In regard to the already approved 4,000 square foot building addition to the south side of the building located adjacent to their Wine & Spirits section of the store. City staff wants to reiterate and request that exterior lighting be no higher than 10 feet, angled downward and/or covered with light shields in an effort to preserve residential properties south of Hy-Vee. City Staff also requests that Hy-Vee extend their proposed tree line, within reason, to the southeast side of the property to cover the proposed addition and canopy.

The minimum setback requirement is 35 feet and this project meets that standard.

Linden Woods Village has submitted a letter of support for this project and it was included in the Planning Commission member's packets.

Mr. Greer stated that City staff recommends that the following conditions be considered if the Planning Commission and City Council choose to approve this project request:

1. All exterior lighting shall be LED.
2. Trash service, deliveries, and distribution shall be scheduled between the hours of 7:00 a.m. to 10:00 p.m.
3. Any and all disturbed areas shall be sodded.
4. All landscaped areas shall be irrigated and maintained in perpetuity.
5. All mechanical equipment on the roof(s) shall be screened from public view and the view to the neighborhood south of the project by a parapet similar in design to the rest of the structure. This must be a minimum of twelve (12) inches above the tallest piece of mechanical equipment.
6. Any new exterior lighting being added to the south side of the building, in relation to the 4,000 square feet addition, will be no higher than 10 feet, angled downward, and/or covered by light shields in an effort to preserve residential properties south of Hy-Vee.
7. Tractor trailers and storage containers shall not be parked or stored overnight in the main parking lot.
8. Tint or install window blinds operated by a timer located on the southeast side of the building adjacent to the neighborhood located to the south.

Hy-Vee has agreed to all conditions and City staff recommends approval of this project contingent upon the recommended conditions. The applicant, John Brehm, from Hy-Vee is here tonight to answer any questions.

Chairperson McGee asked if the applicant would like to come forward.

John Brehm, Director of Site Planning for Hy-Vee, 5820 Westown Parkway, West Des Moines, Iowa, addressed the Commission. Mr. Brehm said that he was in front of the Commission about a year ago when Hy-Vee received approval of the Wine and Spirits addition, canopy addition to the south and a small building to the north for grocery pick up. As things have changed during Covid-19, they have seen a 500% increase for on-line ordering. The small building that was planned is not large enough to manage that amount of traffic. Covid-19 has advanced on-line ordering and store pick-up probably 4-5 years ahead of what they had anticipated. The Hy-Vee operations team decided to change their plan and move the aisles on-line to the south side of the building where the pharmacy pick-up was. The pharmacy pick-up and the traditional grocery pick-up will now be located at the front of the store.

Mr. Brehm stated that the building expansion has not changed from his original request last year. The only thing that has caused him to come back to the Planning Commission is a canopy that will be over the second lane in the aisles on-line service. When they began the planning process, City staff asked if it would be possible to just have one lane, but after discussion with the operations unit at Hy-Vee, they determined the expansion to two lanes was necessary. This makes an extra 10' of canopy to the south residential area. Everything else that was approved in the Site Plan has stayed the same. There is significant landscaping being added on the south side as well as landscaping on the median where the canopy sits and in the curblane on the south side of the store towards the residences/fence. In this location they are adding trees along the entire stretch. Mr. Brehm offered to answer any questions.

Chairperson McGee asked if anyone in the audience would like to speak in favor of the application.

Connie Pflug, 7009 N. Montgall Court, addressed the Planning Commission. Ms. Pflug said she just had a question about the fence. She asked if there were any plans to improve the fence along the south boundary because when Linden Woods Village built their project, they put in a fence that is much higher than [the Hy-Vee fence] and it's a much better fence. She was hoping Hy-Vee was planning on doing something like that since they are coming closer to the residences.

Mr. Brehm answered that the fence that is on the south side of their property is wood and the fence that Linden Woods put in is a composite fence. He thought they were the same height. [Ms. Pflug commented that they are not the same height]. Mr. Brehm said that they do not have plans to replace the fence. It is good shape; they just repaired it a few years ago.

Chairperson McGee asked for those in opposition to come forward. There was no response. She asked for discussion from the Planning Commission.

Ms. Middleton questioned the increase in traffic Mr. Brehm discussed and asked if he had a number of cars per day or per hour, etc.

Mr. Brehm said that what is happening is that instead of people shopping in the store, they are ordering their groceries on-line and picking them up so it's roughly the same amount of traffic in total for the store. Before Covid-19 they were seeing maybe 4-5% of their customers using on-line ordering, now they're seeing upwards of 20-30% of their customers ordering on-line. He said that the busiest pick-up times are between 10:00 am- 12:00 pm and 5:00 pm- 7:00 pm.

Mr. Murch said he is confused about the traffic flow in the diagrams. He asked if they are indicating that people are going to come in from the main parking lot headed east and then do a u-turn and head west.

Mr. Brehm explained that the plan is for vehicles to come in through the south drive of the store head east into the pick-up lanes, which will u-turn them back west to exit.

Mr. Murch asked if there will be four lanes of traffic. He said that cars can drive around from the north side (back of the building) to get into the main parking lot.

Mr. Brehm replied that is possible, but they're not going to encourage that. It's not a separate lane; they are utilizing the existing lane of traffic and the stacking will be on the side of the building facing the parking lot.

Mr. Murch asked if they are advocating a one-way headed east and then north.

Mr. Brehm answered yes, the traffic under the canopy is one-way – east to west.

Mr. Murch said he agreed with the woman who asked about the fence; the Linden Woods fence is somewhere in the 10' range. He didn't know if staff knew [the exact height].

Mr. Greer said he was not sure what size the fence is off-hand.

Mr. Murch asked how tall the [Hy-Vee] building is.

Mr. Brehm said that the building is roughly 20' or so. Typically they are 22-26' feet tall, but the lighting is limited to 10'.

Mr. Murch said if there is 10' lighting in the lanes, it's going to shine right into the windows of those houses south of the fence.

Mr. Brehm replied that they are installing LED lighting and it has been there for years. The only light they are adding is under the canopy and it will be focused straight down. They are also adding a few building fixtures.

Mr. Murch commented that was when one lane was approved. Now they are adding a lane.

Mr. Brehm answered that they are not adding light to any of those items. They are only adding lighting to the building that was approved last time.

Mr. Ebenroth said he doesn't have a question about the site plan, but he is concerned about the construction crew that is on site right now. There are approximately 55 spaces taken up by construction equipment and 12 more spaces for the aisles on-line program. This is making it difficult for customers to find a space to park.

Mr. Brehm said he will talk with Hy-Vee Construction about re-arranging their staging.

Hearing no further comments, Chairperson McGee closed the public hearing.

**MOTION: By Mr. New, second by Mr. Ebenroth to approve the Site Plan Revision at 7117 N. Prospect Avenue.**

<b>Vote: Mr. Cookson</b>	<b>Yes</b>
<b>Mr. Ebenroth</b>	<b>Yes</b>
<b>Ms. Hommon</b>	<b>Yes</b>
<b>Ms. Lowe</b>	<b>Yes</b>
<b>Ms. Middleton</b>	<b>Yes</b>
<b>Mr. Murch</b>	<b>Yes</b>
<b>Mr. New</b>	<b>Yes</b>
<b>Chairperson McGee</b>	<b>Yes</b>

**All said Aye. The motion carried. (8-Yes, 0-No)**

**Item 6 on the Agenda: Other Business.**

**None.**

**Item 7 on the Agenda: Communications from the City Council.**

Mayor Moore said that since the Planning Commission last met there have been two new members that have joined the City Council – Tina Spallo and Tom Frisby. She has also taken the role of Mayor for the coming year and Councilman Mallams is now the Mayor Pro Tem.

Mayor Pro Tem Mallams said that we need to give the Leadership Team, City Manager and all of the staff members pats on the back for the job they did working through the Covid Virus. The City was able to reduce the staff while providing basic services to the residents.

Mayor Pro Tem Mallams made a couple of announcements including the opening of the outdoor pool and an upcoming public hearing at the City Council for the budget.

**Item 8 on the Agenda: Communications from City Staff.**

Mr. Greer introduced the new Administrative Assistant for Community Development, Jenny Cisar. He added that she comes with a wealth of knowledge of the public sector and will be a huge asset to the team.

Mr. Greer continued with a few announcements: the Atkins-Johnson Farm will re-open on June 3<sup>rd</sup>. The downtown Marriott hotel has finally broken ground. The beautification project has been re-scheduled for September 18-20, 2020 at Happy Rock West.

**Item 9 on the Agenda: Communications from the Planning Commission Members.**

Ms. Middleton asked if the City is doing a study to find out if there are any inherent, systemic racism issues that may be going on.

Mr. Greer answered that City Manager Wingerson released a statement that is located on the home page of the City's website. He thinks that should cover what Ms. Middleton is asking. He hasn't heard of any study being done, but all departments will be reviewing their policies and determining things the City can be doing better.

Ms. Hommon wanted to thank City staff for how they handled everything during Covid-19. She also thought the Community Update was great and hopefully it can continue on.

**Item 10 on the Agenda: Adjournment**

Chairperson McGee adjourned the meeting at 7:31 pm.

Respectfully submitted:

\_\_\_\_\_  
Jennifer McGee, Chairperson

Approved as submitted \_\_\_\_\_

\_\_\_\_\_  
Becky Jarrett, Recording Secretary

Approved as corrected \_\_\_\_\_



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: July 2, 2020

Department: Community Development

Meeting Date Requested: July 13, 2020

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

Subject: Building Permit

Background: Hy-Vee submitted plans back in 2019 for the construction of a kiosk for use with their Aisles On-Line. The plans were submitted to City Council and approved in September of 2019. Since then the Aisles On-Line has become more popular and the use of the kiosk would not be viable. Therefore, Hy-Vee has integrated the Aisles On-Line within the Wine and Spirits addition to the south that was approved in June of 2019. With the move, a canopy is necessary for the patrons to be able to pull under so that the Hy-Vee employee(s) can load the grocery's without being in the elements.

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

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: JULY 2, 2020**  
**PERMIT NO.: BP-20-00266**

## GENERAL INFORMATION

**BUSINESS/PROPERTY NAME:** Hy-Vee  
**APPLICANT:** Cuningham Group Architecture, Inc.  
**STATUS OF APPLICANT:** Architect of Record  
**OWNER:** Hy-Vee, Inc.  
**REQUESTED ACTION:** Approval of building permit  
**PURPOSE:** To expand the Aisles On-Line Canopy at the south end of the building.  
**LOCATION:** 7117 N. Prospect Avenue  
**SIZE:** 922 square feet

## ZONING INFORMATION

**EXISTING LAND USE:** CP-1  
**SURROUNDING LAND USE-N:** CP-3  
**E:** RP-4  
**W:** CP-3 and R-1  
**S:** R-1  
**COMPREHENSIVE PLAN:** Commercial/Mercantile  
**ZONING HISTORY:** Site Plan approved July 13, 2020 for canopy extension.

## 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

