



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, AUGUST 10, 2020**

CLOSED SESSION

The City Council will meet in Closed Executive Session at 6:10 pm Monday, August 10, 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(3) Personnel Records.

OPEN STUDY SESSION 6:30 PM

1. Northland Neighborhoods, Inc.: Ed Linnebur, Director of Planning and Development for NNI, will present the organization's annual update.
2. Kansas City Area Transportation Authority: Don Bowlin, Manager of Contract Services for KCATA, will give an update on Gladstone's routes and how COVID-19 has affected transit.
3. Public Official Liability Training/Land Use: City Counselor Chris Williams will provide this annual training which includes potential areas of exposure that public officials face.

REGULAR MEETING: 7:30 PM

TENTATIVE AGENDA

1. Meeting Called to Order.
2. Roll Call.
3. Pledge of Allegiance to the Flag of the United States of America.
4. Approval of Agenda.

5. Approval of the July 27, 2020, Closed City Council Meeting Minutes.
6. Approval of the July 27, 2020, Regular City Council Meeting Minutes.
7. **CONSENT AGENDA.**

RESOLUTION R-20-34 A Resolution authorizing acceptance of work under contract with Lan-Tel Communications Services, Incorporated, for the 2018 Curb, Gutter and Sidewalk-Phase 1 Project, and authorizing final payment in the amount of \$7,330.00 for Project TP1804.

RESOLUTION R-20-35 A Resolution accepting trail Right-of-Way from the owners of 6505 North Prospect Avenue in conjunction with the Rock Creek Greenway Trail-Phase 2; Project TP2072.

RESOLUTION R-20-36 A Resolution authorizing the City Manager to execute an agreement between the City of Gladstone, Missouri, and Northland Neighborhoods, Incorporated, to provide consulting services to assist in the ongoing development and revitalization of neighborhoods for the period of July 1, 2020, through June 30, 2021.

RESOLUTION R-20-37 A Resolution authorizing acceptance of a proposal from Shawnee Mission Ford, Shawnee, Kansas, for the purchase of one (1) 2020 Ford Expedition SUV for the total purchase amount of \$37,503.00.

RESOLUTION R-20-38 A Resolution authorizing acceptance of a proposal from Shawnee Mission Ford, Shawnee, Kansas, for the purchase of two (2) 2021 Ford Police Interceptor SUVs for the total purchase amount of \$66,808.00.

RESOLUTION R-20-39 A Resolution authorizing acceptance of a proposal from Zoll Medical Corporation, Chelmsford, Massachusetts, for the purchase of two (2) Zoll ZVent Portable Ventilators for the total purchase amount of \$24,906.05.

CONSIDER BUILDING PERMIT: White Chapel Funeral Home, 6600 Northeast Antioch Road, Gladstone, Missouri.

APPROVE FINANCIAL REPORT FOR MONTH END JUNE, 2020

REGULAR AGENDA

8. 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.

9. Communications from the City Council.**10. Communications from the City Manager.**

11. RESOLUTION R-20-40 A Resolution authorizing the City Manager to execute a Professional Services Contract with Confluence, Incorporated, in the amount of \$55,043.00 for the Architectural Design and Planning of Downtown Street and Parking Improvements in the area of Northeast 70th Street between North Oak Trafficway and North Cherry in Gladstone, Missouri.

12. FIRST READING BILL NO. 20-25 An Ordinance authorizing the City Manager to execute agreements between the City of Gladstone, Missouri, and the Kansas City Area Transportation Authority to provide public transportation services and property management assistance for the period of July 1, 2020, through December 31, 2020.

13. PUBLIC HEARING: Special Use Permit: Home Hair Salon on property located at 2700 Northeast 68th Terrace.

14. FIRST READING BILL NO. 20-26 An Ordinance granting a Special Use Permit subject to certain conditions to Casie Yates for operation of a home hair salon operation on property located at 2700 Northeast 68th Terrace.

15. Other Business.**16. Adjournment.**

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

City Clerk Ruth Bocchino Posted at 4:30 pm
City of Gladstone August 6, 2020
7010 North Holmes
Gladstone, MO 64118
816-423-4096



Community Development Department Memorandum

DATE: July 31, 2020

TO: Scott Wingerson, City Manager

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

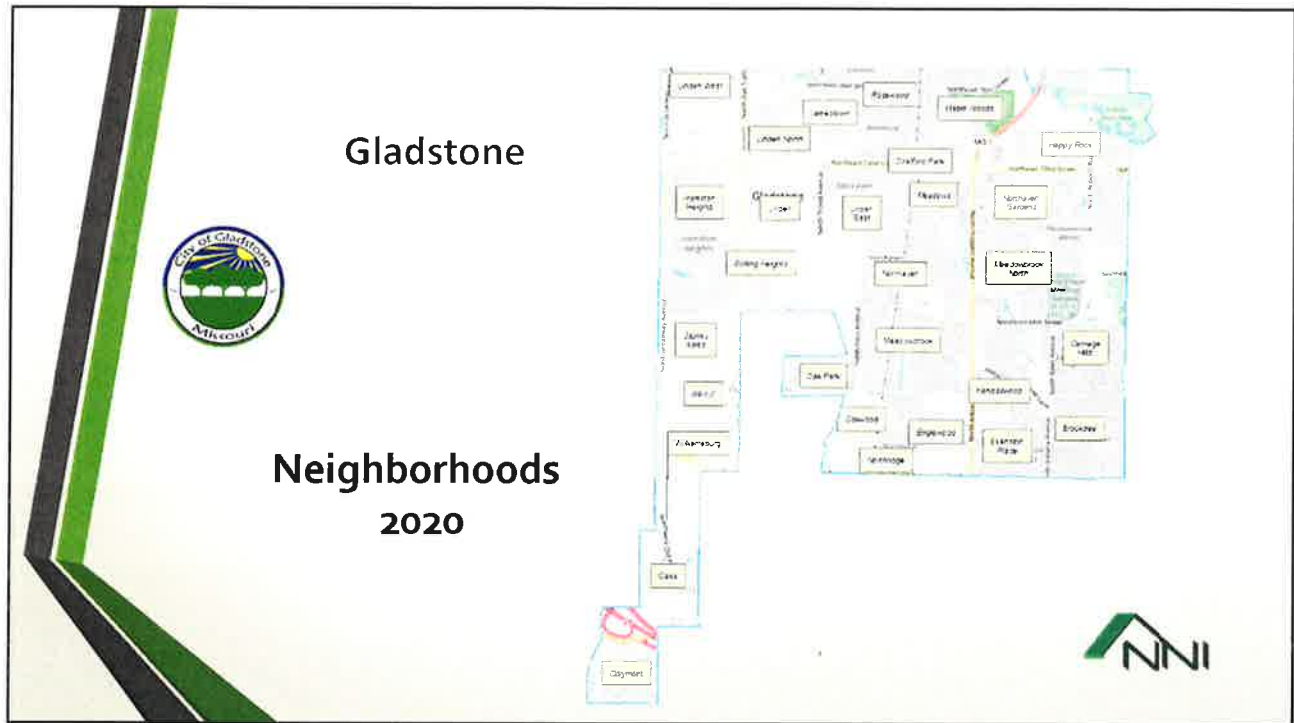
CC: Bob Baer, Assistant City Manager

RE: Northland Neighborhoods, Inc. 2019-2020 Annual Update

Northland Neighborhoods, Inc. (NNI) a nonprofit organization dedicated to neighborhood improvement and revitalization in the Northland, will present their annual update to the City Council at the August 10, 2020 open study session. Ed Linnebur the Director of Planning and Development for NNI will present the organization's annual update. This will be the result of the meetings with NHO's and HOA's, evaluating the status, accomplishments, and challenges of many of the neighborhoods. NNI will present their findings, recommendations, suggestions and next steps.

Mr. Linnebur will also update the City Council on the Gladstone Home Repairs that have been done over the past year.

The 2020-2021 Agreement Resolution will be on the City Councils Consent agenda August 10, 2020 for their consideration.



Gladstone Neighborhoods and Homeowner Associations

Neighborhood Home Organizations

- Bolling Heights
- Evanston Place
- Happy Rock Hills
- Hamilton Heights
- Homestead of Linden
- Jamestown
- Linden
- Linden Heights
- Meadowbrook East
- Meadowbrook North
- Meadowbrook North Park
- Meadowbrook North #3
- Meadowbrook West
- Northaven
- Northaven #2
- Northaven Hill
- Northridge
- Stormy Acres
- Rosewood

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Gladstone Home Owner Associations

- Brooktree
- Carriage Commons
- Carriage Crossing
- Carriage Hill/Ellington Estates
- Carriage Hill
- Claymont Homes
- Claymont Estates
- Claymont North
- Claymont Pointe
- Claymont Woods
- Heatherton Place
- Maple Lane
- Meadowbrook Manor
- Meadowbrook Townhomes
- Meadowlane Townhomes
- Northaven Gardens
- Oak Lane Townhomes
- Stonebrooke
- Stonebrooke Estates
- The Oaks
- The Woodlands
- Trails
- Twin Lakes

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Gladstone

SUMMARY

Northland Neighborhoods, Inc. (NNI) has enjoyed our relationship with the City of Gladstone and our involvement with Gladstone's neighborhoods. Charged in the last year with evaluating the status, accomplishments, and challenges of many of the neighborhoods has led NNI to some overall conclusions.



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Gladstone

All Gladstone neighborhoods

- Love living in Gladstone.
- Believe that their elected officials and city administration care, are responsive to their needs, and very capable.
- Want their neighborhood and city to be the best it can be.
- Need and requested support and assistance.
- Would like more information and a closer relationship with City Hall and Gladstone Public Safety.
- Reported frustration with their inability to involve more residents.

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Gladstone

Most Gladstone neighborhoods

- Are healthy and vibrant.
- Are willing to contribute to make their neighborhood and city the best it can be.
- Found that strategic planning was valuable.
- Are interested in developing relationships with other neighborhoods, sharing experiences and ideas.
- Are willing to explore and discuss having a single provider for trash service.
- Are interested in developing a Block Watch Program.
- Are concerned about those in need, especially senior citizens, and willing to assist them.

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Gladstone

Some Gladstone neighborhoods

- Are exhibiting some deterioration of homes and infrastructure.

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Gladstone

A few Gladstone neighborhoods

- Have a history of personality conflicts that make having a cohesive neighborhood group very challenging.
- Need assistance that may be difficult for a consultant or the city to provide, especially on a long-term, ongoing basis.
 - Some NHO's with 501c3
 - Major erosion and drainage issues

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Gladstone

All Gladstone neighborhoods need training and support. You will see this as a recommendation for all neighborhoods. However, every neighborhood has individual needs and require varying levels of support. To make the matter more complicated, neighborhood organizations and the conditions are ever-evolving.

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Gladstone

BOLLING HEIGHTS



NHO

Status -- Active

- Strong, stable leadership.
- The Bolling Heights board meets quarterly, hosts three neighborhood meetings annually.

Accomplishments

- Provides special events (Spaghetti Dinner, Block Party, and Senior Events).
- The neighborhood communicates through hand-delivered newsletters, Facebook, email, and phone.
- New residents receive welcome baskets and a Little Library is provided for the neighborhood.
- Fundraising includes: donation jar at every event, craft sales, garage sales, and bake sales.

What is Working

- Good volunteer base.
- Consistent, frequent communication in the neighborhood.

What is Not Working

- Continual challenge to recruit new board members and neighbors to participate.
- Struggle to find speakers and topics to interest new neighbors, including renters.
- Resources are needed for clean up and other activities.

Recommendations

- Update strategic plan. (Consultant)
- Update Gladstone website to correct outdated information. (City)
- Training and support. (Consultant & City)

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Gladstone

EVANSTON PLACE

NHO

Status - Active

- Strong leadership, blending new members with long-tenured members. Evanston Place meets quarterly NNI.

Accomplishments

- The Neighborhood communicates regularly through NextDoor, text messaging, and posting yard signs at their entrances to advise neighbors of upcoming meetings and events.
- Successfully completed their goals in their 5-year Strategic Plan, which included increasing participation in the neighborhood group, improving compliance with property maintenance codes, and getting neighborhood street signs.

What is Working

- New families!
- Great response from Gladstone Public Safety.

What is Not Working

- It is difficult to increase participation in the neighborhood group and events.
- Dangerous traffic in the neighborhood.
- Neighborhood is not walkable

Recommendations

- Update Evanston Place's 5-Year Strategic Plan. (Consultant)
- Develop a walkability plan for neighborhood. (City)
- Training and support. (Consultant & City)

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Gladstone

HAMILTON HEIGHTS

NHO

Status – Active

- Reemerging neighborhood group with new leadership. Hamilton Heights meets monthly at Linden West Elementary or City Hall (when the school is not available).

Accomplishments

- Communicating through NextDoor and text messaging.
- Established by-laws and registered with the state.
- Partnered with the City of Gladstone to provide a clean up for their neighborhood.
- Hosted an Ice Cream Social that raised \$100.01.

What is Working

- Events are popular and connecting neighbors.

What is Not Working

- Would like to engage more neighbors.
- Finding a meeting place for when the school isn't available.

Recommendations

- Training and support. (Consultant & City)

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Gladstone

MEADOWBROOK NORTH

NHO

Status - Active

- Capable leadership has allowed Meadowbrook North neighborhood to transition to new leadership and tackle some big issues. Meeting monthly, they recently were designated as a 501 (c-3) by the Internal Revenue Service.

Accomplishments

- Maintaining a community garden and orchard.
- Communicate regularly through Facebook, email, and NextDoor.
- Provided a neighborhood Chili Cook-Off.

What is Working

- Community garden and orchard is popular and has a good volunteer base.
- Chapel Hill partnership.
- Maintaining garden and orchard.

What is Not Working

- Improve resident communication and participation.
- Requirements (record-keeping, filing 990, etc.) for the 501 (c-3).

Recommendations

- Seek legal advice for 501 (c-3). (Need to discuss)
- Training and support. (Consultant & City)

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Gladstone

MEADOWLANE HOA

HOA

Status – Active

- The HOA Board meets monthly and hosts an annual meeting of the Association.

Accomplishments

- The Board distributes a newsletter, including treasurer's report, after each board meeting.
- The Meadowlane Board focuses most of their efforts on maintenance of the properties, recently addressing roofs and tree trimming.
- Annual neighborhood picnic that is well-attended.

What is Working

- Exterior maintenance is being handled.

What is Not Working

- Need to address erosion and storm drainage issues from surrounding properties.
- Trash disposal has doubled in cost and recycling service is unaffordable.
- Bylaws are difficult to interpret and understand.

Recommendations

- Training and support. (Consultant & City)

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Gladstone

NORTHAVEN #2

NHO

Status -- Active

- Organized in 2011, they continue to meet monthly at Fairview Christian Church. They are eager to continue to grow and improve their neighborhood.

Accomplishments

- Three neighborhood events, annually, the picnic being the most popular.
- Accomplished the goals they set in their Strategic Plan.
- Communication is handled through periodic newsletter, flyers, email, and Facebook.
- Guest speakers are often featured at their meetings.

What is Working

- Strategic planning has benefitted the neighborhood.

What is Not Working

- Seeking a stronger sense of purpose and direction.
- Desire a stronger relationship with the City and Gladstone Public Safety.
- Vacant, poorly maintained properties.

Recommendations

- Training and support. (Consultant & City)
- Increase Property Maintenance enforcement (City)

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Gladstone

NORTHAVEN GARDENS

HOA

Status -- Active

- This community is unique in that they are a hybrid of an HOA and a neighborhood group. The board meets approximately quarterly but handles some business over email.

Accomplishments

- An annual meeting/dinner/fundraiser is held.
- Welcome baskets are given to new neighbors.
- Help with maintaining the common areas and assist neighbors who need help with yard work.

What is Working

- Good volunteer base, working together

What is Not Working

- Inconsistent rules and expectations because not all residents are part of the HOA.
- By-laws are difficult to conform to but are limited to being amended only every fifteen years.
- Speeding cars is a real concern.

Action Items

- Training and support. (Consultant & City)

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Gladstone

NORTHRIDGE

NHO

Status -- Inactive

- This neighborhood started off strong but has faltered due to key people moving out of the area or experiencing life changes that didn't permit them the time to dedicate.

Accomplishments

- No recent activity.

What is Working

- Working with the interested core group that remains, new leadership needs to be identified.

What is Not Working

- Needing new membership/volunteers

Recommendations

- Reorganize this neighborhood. (Consultant)
- Training and support. (Consultant & City)

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Gladstone

ROSEWOOD

NHO

Status -- Inactive

- Never really got off the ground and is inactive now. \$125 was donated to NNI when they closed their accounts. NNI is holding the dollars in reserve for them or another emerging Gladstone neighborhood.

Accomplishments

- No recent activity

What is Working

- Inactive, opportunity to develop a new organization

What is Not Working

- Failed to identify strong leadership.

Recommendations

- Organize this neighborhood. (Consultant)
- Training and support. (Consultant & City)

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Gladstone

STORMY ACRES

NHO

Status – Inactive

- Although once a very active neighborhood group, they became inactive several years ago.

Accomplishments

- In a recent meeting, some residents indicated interest in reorganizing their group.

What is Working/Not Working

- Old personality conflicts and turf wars.

Recommendations

- Continue organization efforts.
- Training and support. (Consultant & City)

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Gladstone

TRAILS

HOA

Status -- Active

- Trails is managed by First Service Residential but also has strong volunteer leadership.

Accomplishments

- The board meets bimonthly at NNI. Association meetings are held annually.
- There is a core of strong leaders in the neighborhood that meet bimonthly at NNI.
- Most communication is handled through E-Neighbors and yard signs.
- Established a social committee and began giving new residents Welcome packets.
- Established a policy for roof replacement, repainted the entrance sign, and updated landscaping.

What is Working

- Exterior of properties and common areas are maintained.
- Responsible board.

What is Not Working

- Difficulty in communicating with residents and recruiting them to participate.
- Lighting for the walking trails.
- Elderly and low-income properties falling into disrepair and nuisance parked cars.
- City street and curbing deterioration.

Recommendations

- Training and support. (Consultant & City)

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Gladstone

TWIN LAKES HOA

HOA

Status -- Active

- Strong leadership for many years.

Accomplishments

- Twin Lakes board meets quarterly.
- Communication is primarily through email.
- Picnics and Dumpster Days are popular activities.

What is Working

- Good leadership, fiscally responsible

What is Not Working

- Struggle to get residents to participate and recruit new board members, specifically would like to get children and teenagers involved.
- Infrastructure is inadequate (sanitary sewers, storm drainage).

Recommendations

- Training and support. (Consultant & City)

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Gladstone

RECOMMENDATIONS

- NNI staff, Gladstone staff, and Gladstone Police Department meet regularly, no less than quarterly, to problem-solve and proactively plan neighborhood issues.
- NNI will continually monitor neighborhoods, providing support and assistance for their individual needs.
- NNI will offer Strategic Planning to all neighborhoods.
- NNI will promote NNI Home Repair Programs.
- NNI and Gladstone staff will create a Speakers Bureau for neighborhood's utilization.
- NNI will print newsletters, at no cost. (Must adhere to NNI guidelines.)
- NNI will provide virtual meetings for neighborhoods.

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Gladstone

SUGGESTIONS

- Block Watch Training be provided to all neighborhoods. NNI facilitates for KC.
- Clean Ups or Dumpster Days be provided for appropriate neighborhoods.
- Support for Home Repair Programs, where possible. NNI continues to apply for grants that can be spent in Gladstone but the need still outpaces the funding.
- NNI provide a "Roundtable" for neighborhood leaders.

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Starting Steps for 2020-2021

Online Gladstone Presidents Meeting

August 20th from 6:00 p.m. to 7:00 p.m.

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/NorthlandNeighborhoodsInc/online-gladstone-presidents-meeting>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3112](tel:+16467493112)

Access Code: 255-898-453

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/255898453>

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Gladstone

NNI Home Repair Program

2019 Home Repair Results

- 11 different funding sources
- \$1,087,075 invested in home throughout the Northland
- With over 233 repairs/homes
- Average Repair costs \$4,665 per home
- Repairs range from as high as \$20,000 to as low as \$100.
- We have a waiting list for 2020

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Gladstone

Gladstone Home Repair Grant Results

- NNI leveraged these funds to invest \$58,481 in home repair
- Two homes received improvement from this grant
 - First home: property maintenance code violations beyond the homeowner's ability; without these funds, homeowner would not have been able to abate her exterior paint and porch wrought iron.
 - Second home: qualified for and received three grants - MHTF, FHLB, Gladstone for gutters, siding, plumbing, bathroom, electrical upgrade, hot water heater, etc.

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Gladstone

Gladstone 2019 Home Repair Program

Before

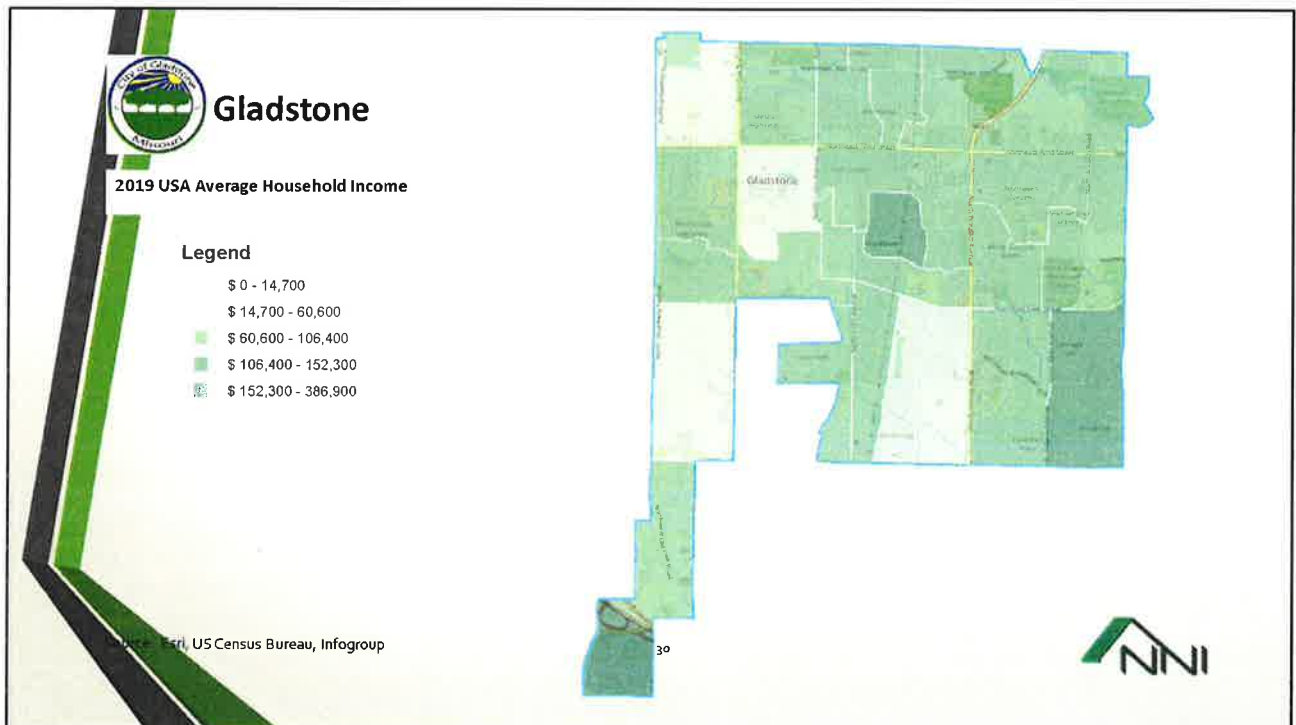


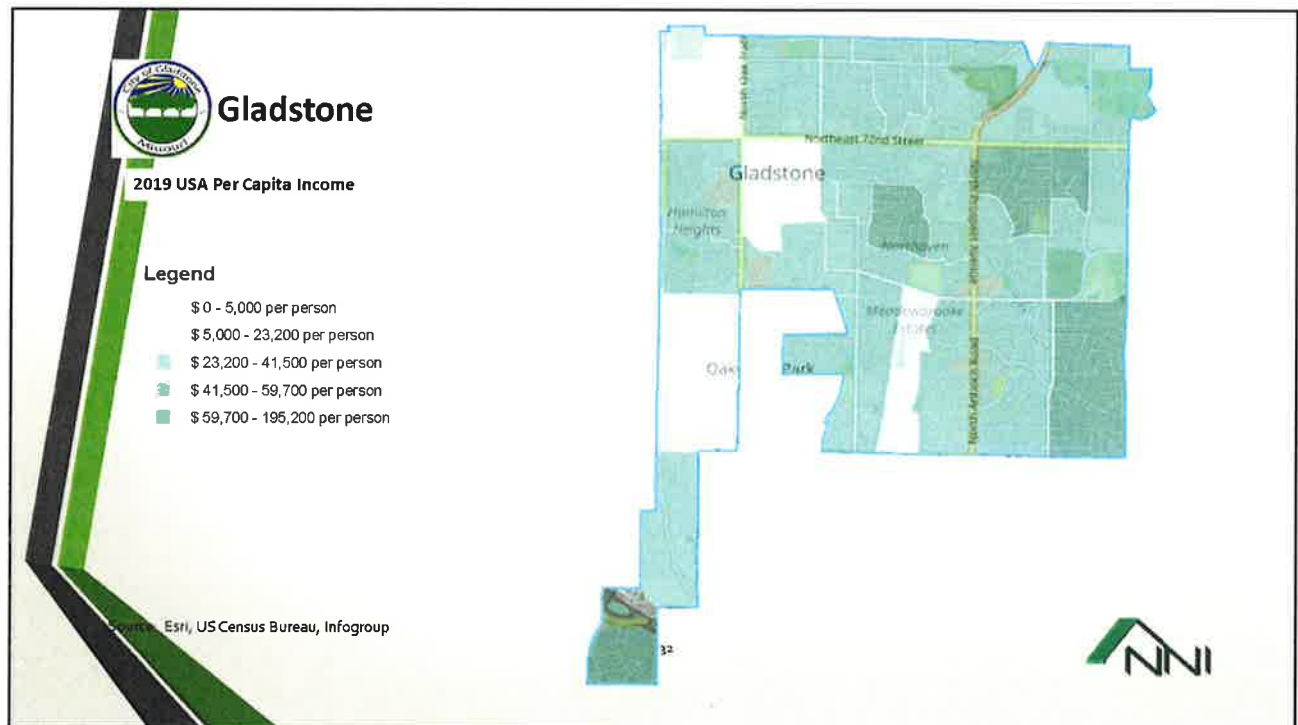
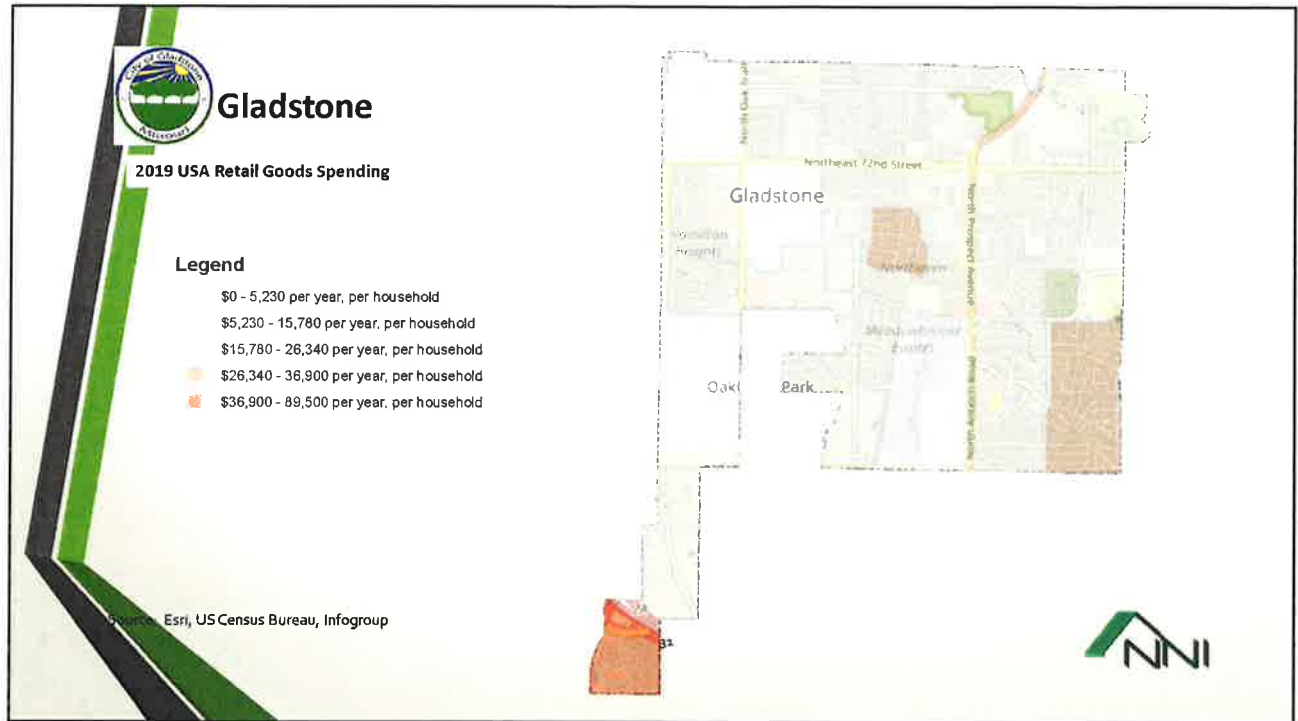
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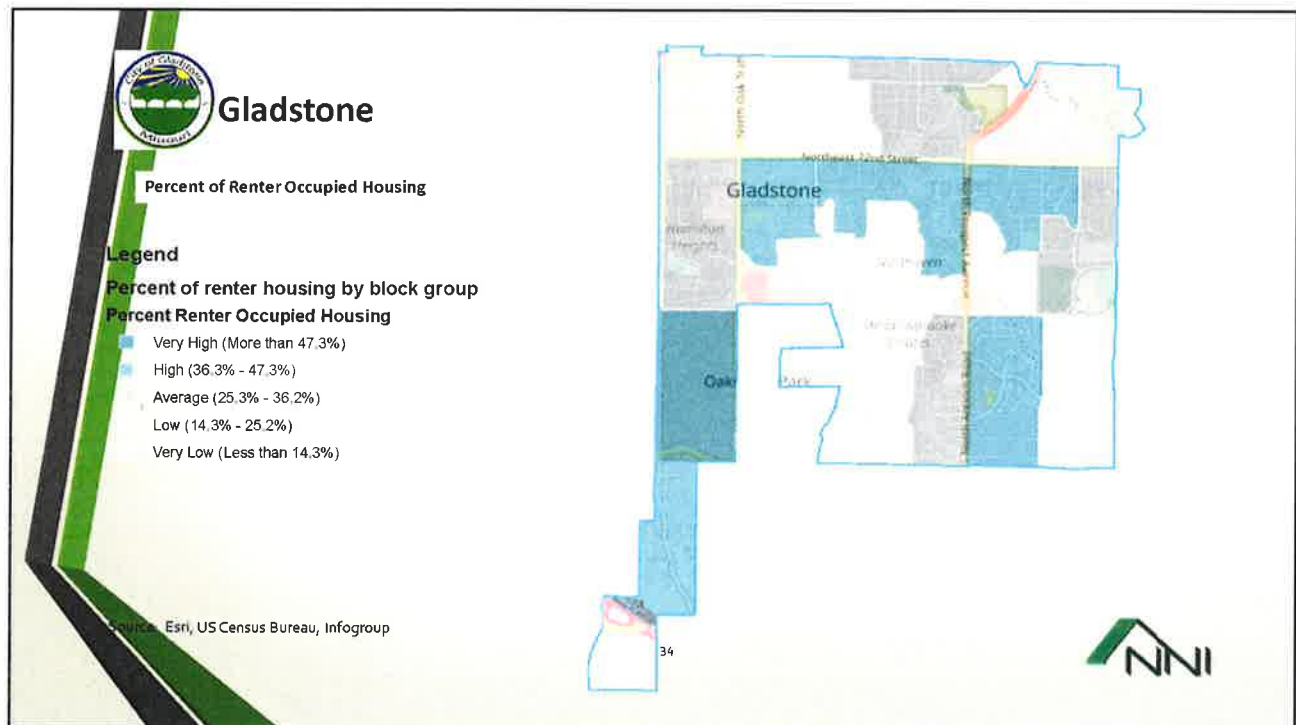
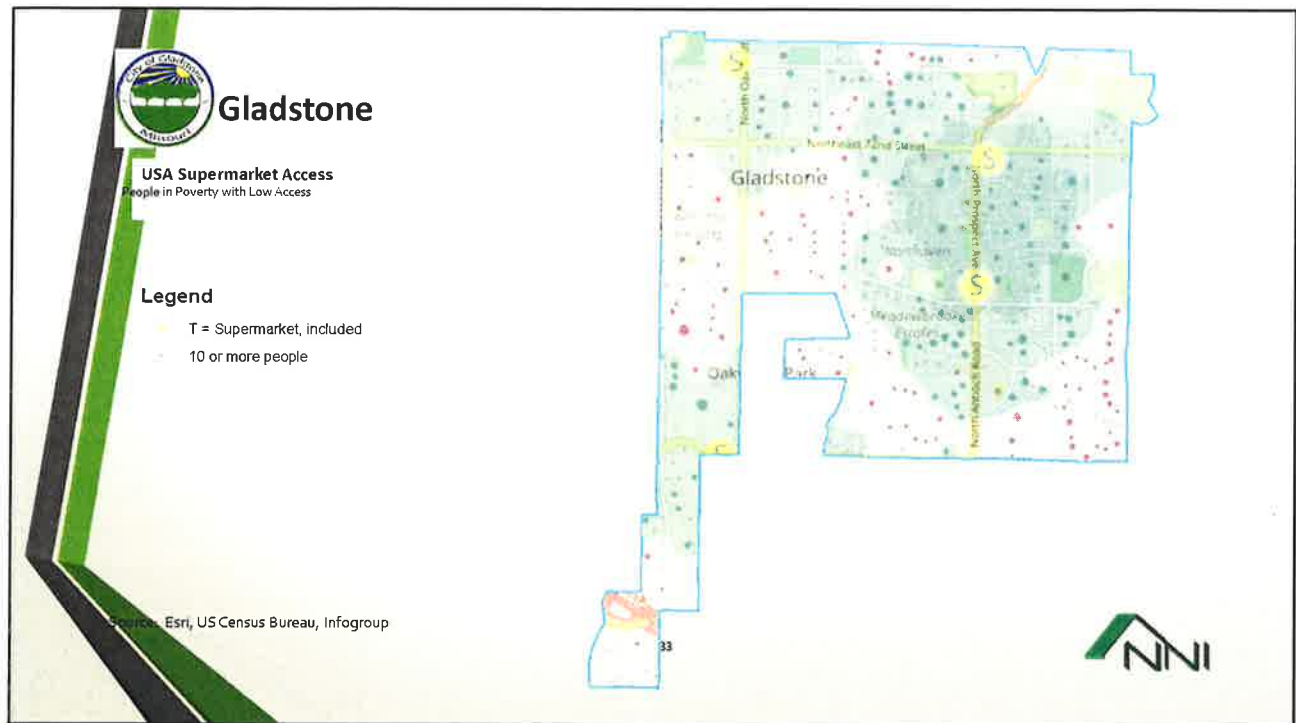


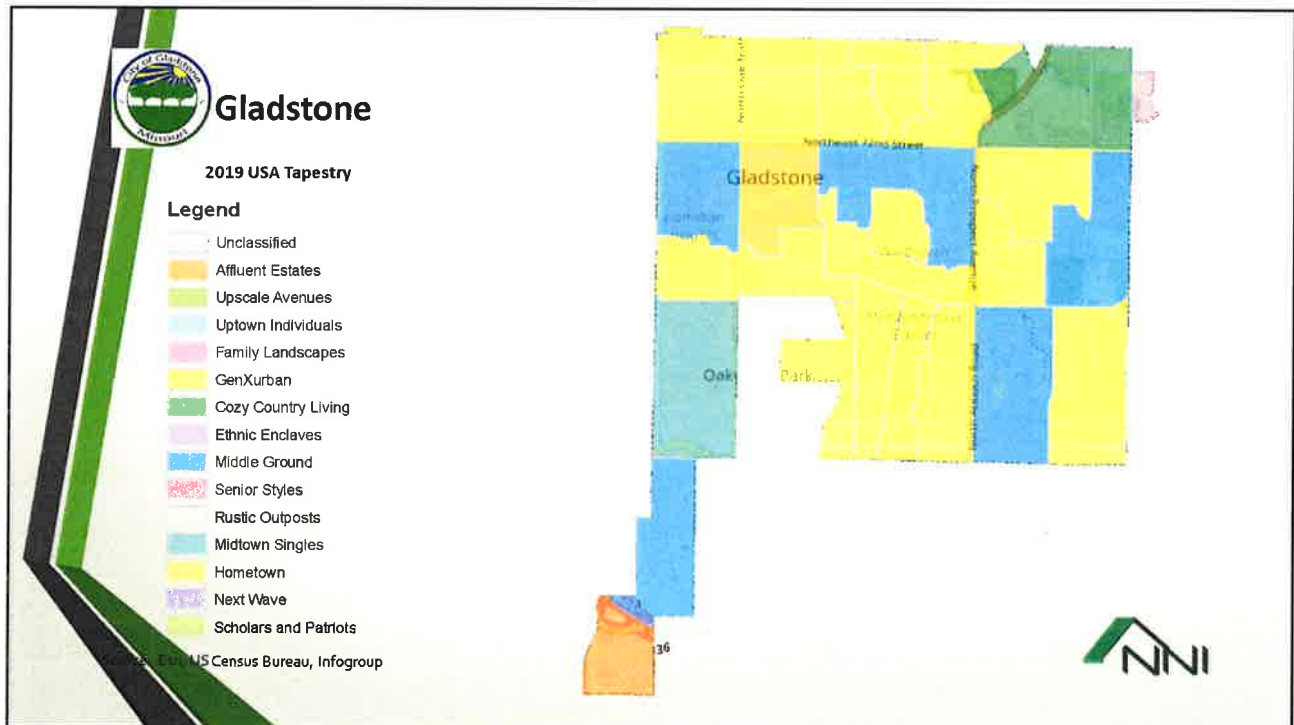
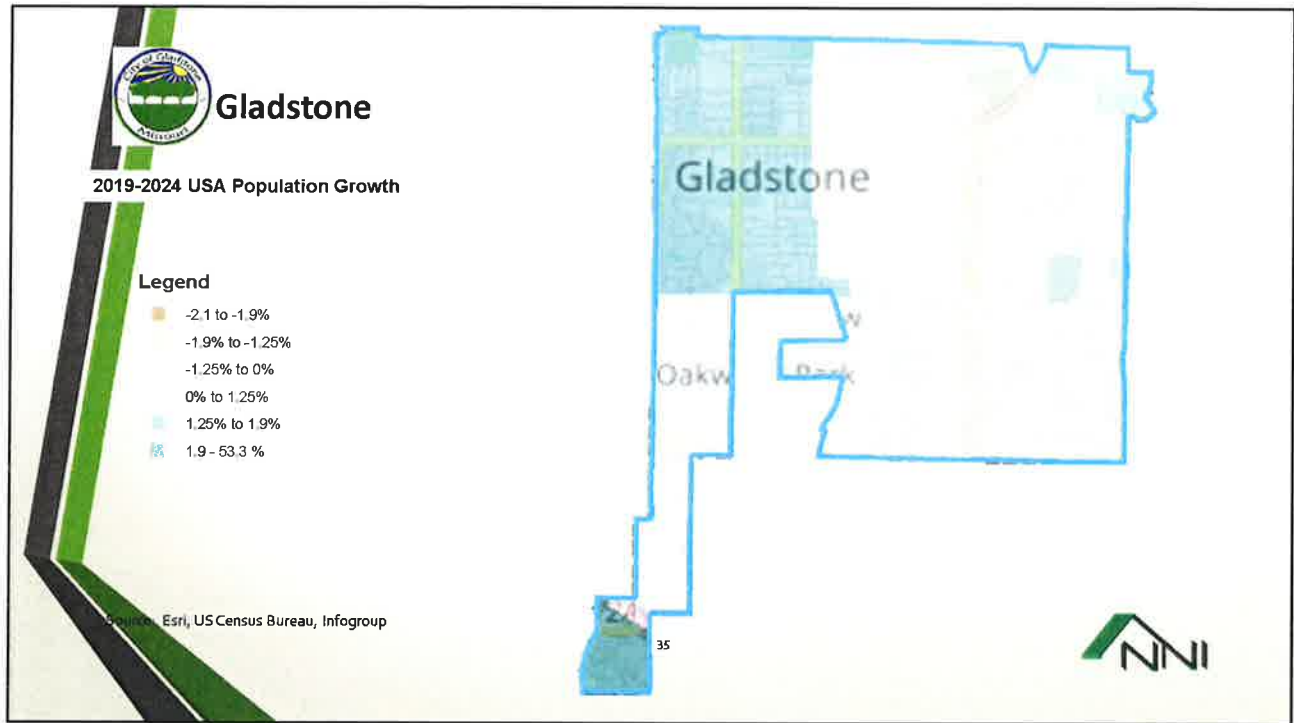
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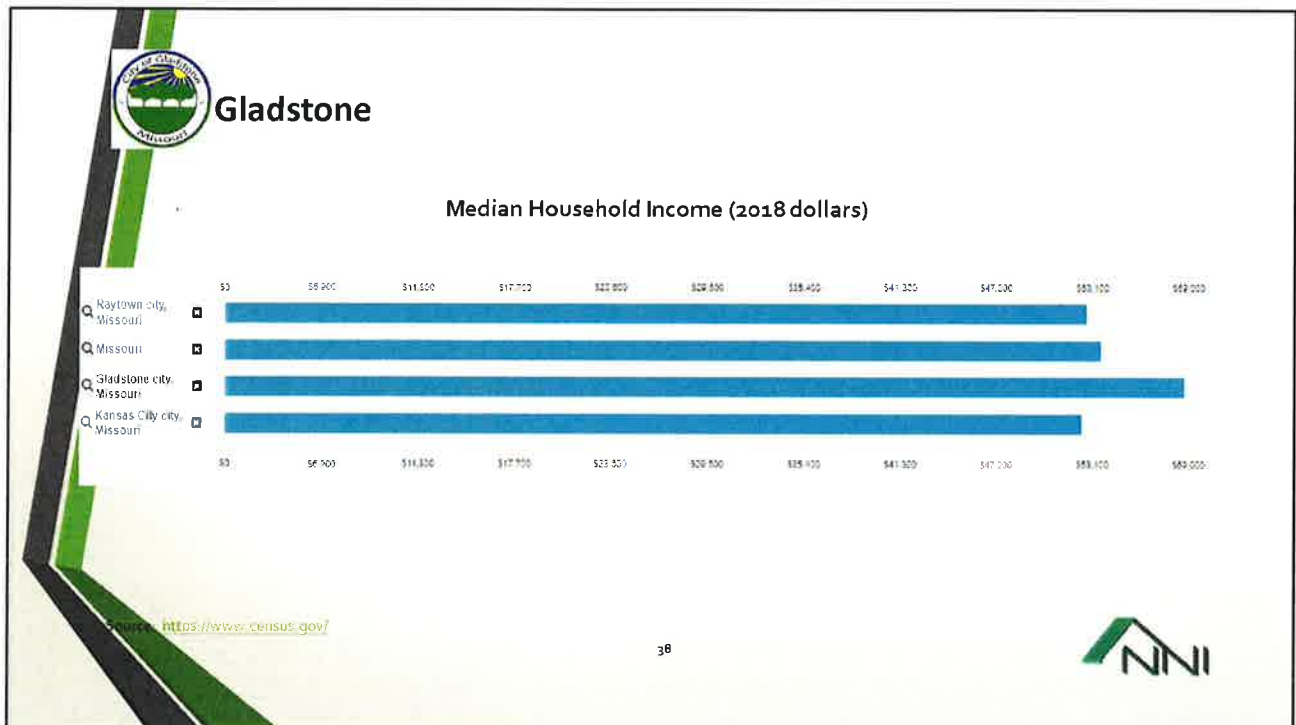
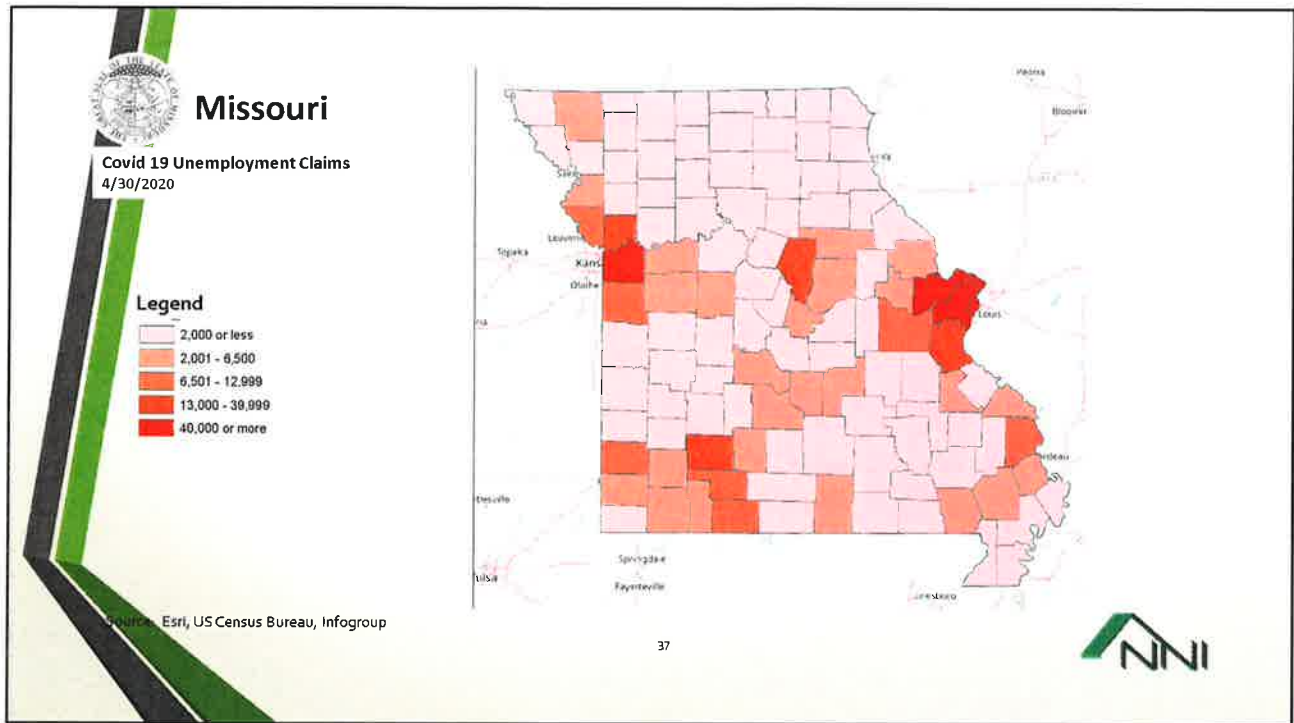


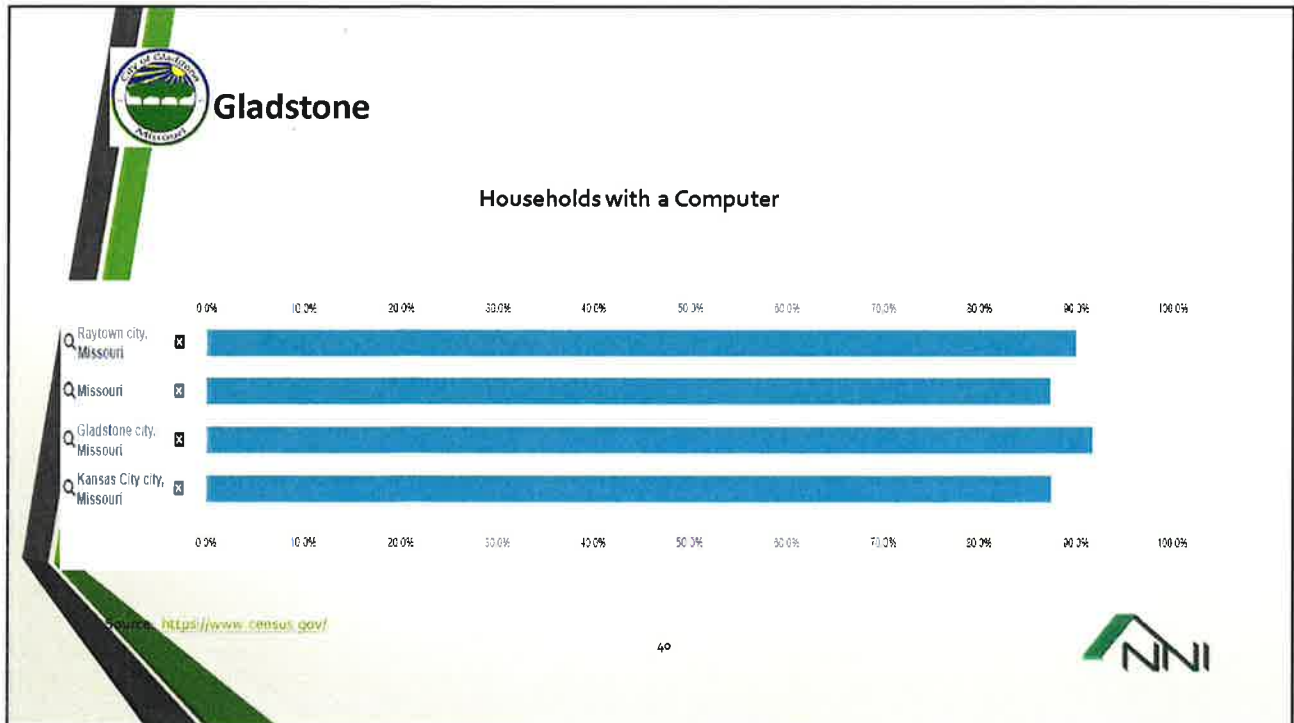
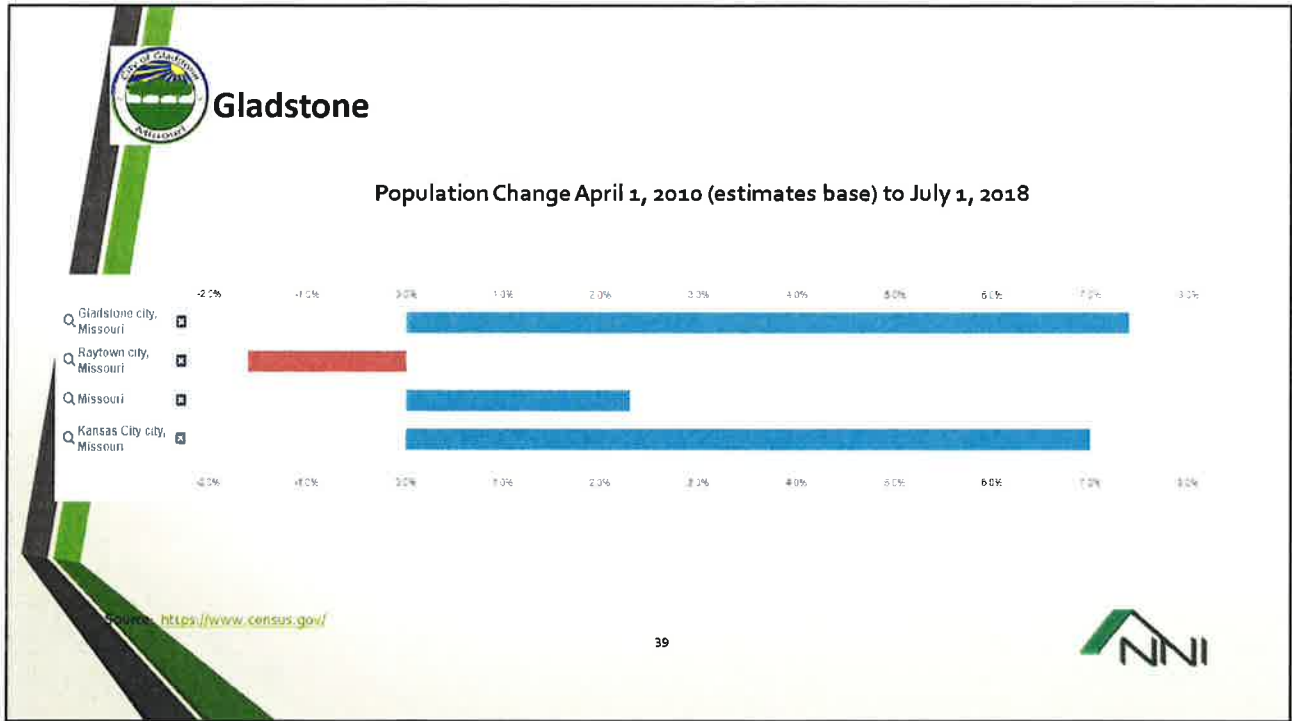


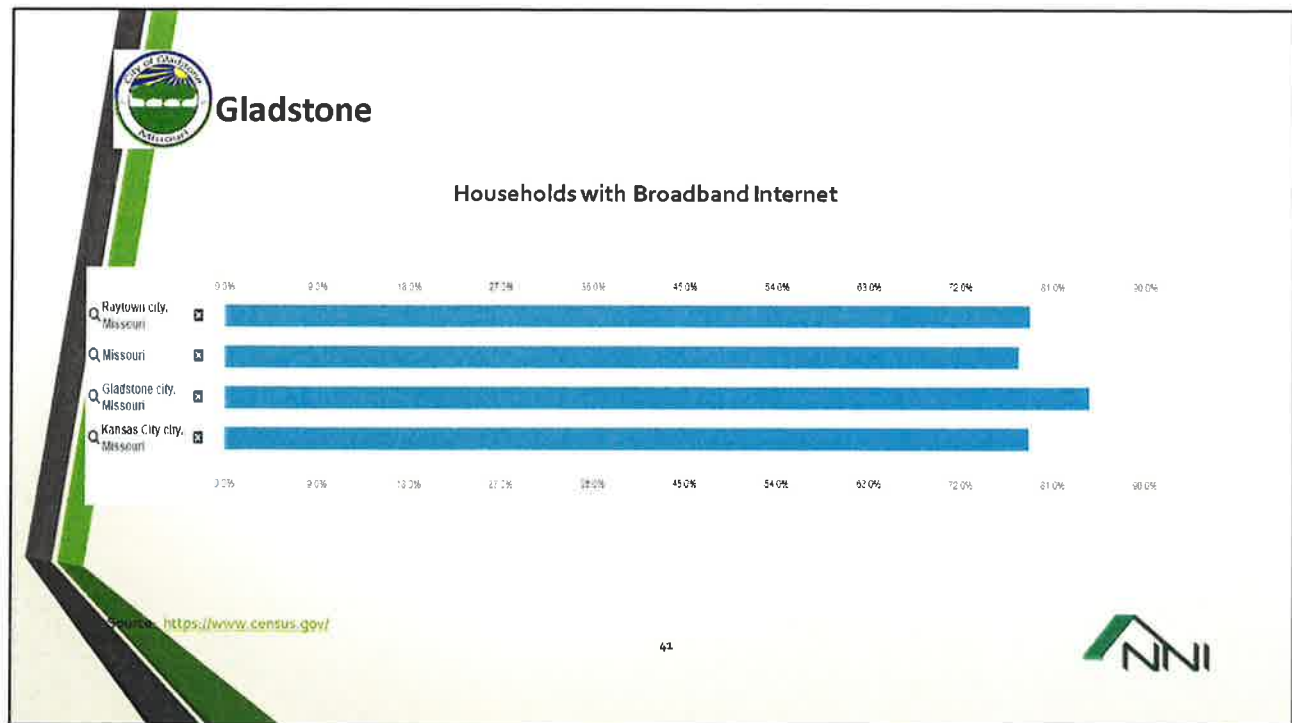












Tapestry Segmentation

LifeMode groups represent markets that share a common experience—born in the same generation or immigration from another country—or a significant demographic trait, like affluence. Tapestry Segments are classified into 14 segments.

LifeMode 1 Affluent Estates

- Established wealth—educated, well-traveled married couples
- Accustomed to "more": less than 10% of all households, with 20% of household income
- Homeowners (almost 90%), with mortgages (65.2%)
- Married couple families with children ranging from grade school to college
- Expect quality; invest in time-saving services
- Participate actively in their communities
- Active in sports and enthusiastic travelers


LifeMode 2 Upscale Avenues

- Prosperous married couples living in older suburban enclaves
- Ambitious and hard-working
- Homeowners (70%) prefer denser, more urban settings with older homes and a large share of townhomes
- A more diverse population, primarily married couples, many with older children
- Financially responsible, but still indulge in casino gambling and lotto tickets
- Serious shoppers, from Nordstrom's to Marshalls or DSW, that appreciate quality, and bargains
- Active in fitness pursuits like bicycling, jogging, yoga, and hiking
- Subscribe to premium movie channels like HBO and Starz

LifeMode 3 Uptown Individuals

- Young, successful singles in the city
- Intelligent (best educated market), hard-working (highest rate of labor force participation) and averse to traditional commitments of marriage and home ownership
- Urban denizens, partial to city life, high-rise apartments and uptown neighborhoods
- Prefer credit cards over debit cards, while paying down student loans
- Green and generous to environmental, cultural and political organizations
- Internet dependent, from social connections to shopping for fashion, tracking investments, making travel arrangements, and watching television and movies
- Adventurous and open to new experiences and places

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LifeMode 4 Family Landscapes

- Successful young families in their first homes
- Non-diverse, prosperous married-couple families, residing in suburban or semirural areas with a low vacancy rate (second lowest)
- Homeowners (79%) with mortgages (second highest %), living in newer single-family homes, with median home value slightly higher than the U.S.
- Two workers in the family, contributing to the second highest labor force participation rate, as well as low unemployment
- Do-it-yourselfers, who work on home improvement projects, as well as their lawns and gardens
- Sports enthusiasts, typically owning newer sedans or SUVs, dogs, and savings accounts/plans, comfortable with the latest technology
- Eat out frequently at fast food or family restaurants to accommodate their busy lifestyle
- Especially enjoy bowling, swimming, playing golf, playing video games, watching movies rented via Redbox, and taking trips to a zoo or theme park

LifeMode 5 GenXurban

- Gen X in middle age; families with fewer kids and a mortgage
- Second largest Tapestry group, comprised of Gen X married couples, and a growing population of retirees
- About a fifth of residents are 65 or older; about a fourth of households have retirement income
- Own older single-family homes in urban areas, with 1 or 2 vehicles
- Live and work in the same county, creating shorter commute times
- Invest wisely, well-insured, comfortable banking online or in person
- News junkies (read a daily newspaper, watch news on TV, and go online for news)
- Enjoy reading, renting movies, playing board games and cards, doing crossword puzzles, going to museums and rock concerts, dining out, and walking for exercise

LifeMode 6 Cozy Country Living

- Empty nesters in bucolic settings
- Largest Tapestry group, almost half of households located in the Midwest
- Homeowners with pets, residing in single-family dwellings in rural areas; almost 30% have 3 or more vehicles and, therefore, auto loans
- Politically conservative and believe in the importance of buying American
- Own domestic trucks, motorcycles, and ATVs/UTVs
- Prefer to eat at home, shop at discount retail stores (especially Walmart), bank in person, and spend little time online
- Own every tool and piece of equipment imaginable to maintain their homes, vehicles, vegetable gardens, and lawns
- Listen to country music, watch auto racing on TV, and play the lottery; enjoy outdoor activities, such as fishing, hunting, camping, boating, and even bird watching

LifeMode 7 Ethnic Enclaves

- Established diversity—young, Hispanic homeowners with families
- Multilingual and multigenerational households feature children that represent second-, third- or fourth-generation Hispanic families
- Neighborhoods feature single-family, owner-occupied homes built at city's edge, primarily built after 1980
- Hard-working and optimistic, most residents aged 25 years or older have a high school diploma or some college education
- Shopping and leisure also focus on their children—baby and children's products from shoes to toys and games and trips to theme parks, water parks or the zoo
- Residents favor Hispanic programs on radio or television; children enjoy playing video games on personal computers, handheld or console devices
- Many households have dogs for domestic pets

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LifeMode 8 Middle Ground

- Lifestyles of thirtysomethings
- Millennials in the middle: single/married, renters/homeowners, middle class/working class
- Urban market mix of single-family, townhome, and multi-unit dwellings
- Majority of residents attended college or attained a college degree
- Household have ditched their landlines for cell phones, which they use to listen to music (generally contemporary hits), read the news, and get the latest sports updates of their favorite teams
- Online all the time: use the Internet for entertainment (downloading music, watching YouTube, finding dates), social media (Facebook, Twitter, LinkedIn), search for employment
- Leisure includes night life (clubbing, movies), going to the beach, some travel and hiking

LifeMode 9 Senior Styles

- Senior lifestyles reveal the effects of saving for retirement
- Households are commonly married empty nesters or singles living alone; homes are single-family (including seasonal getaways), retirement communities, or high-rise apartments
- More affluent seniors travel and relocate to warmer climates; less affluent, settled seniors are still working toward retirement
- Cell phones are popular, but so are landlines
- Many still prefer print to digital media: Avid readers of newspapers, to stay current
- Subscribe to cable television to watch channels like Fox News, CNN, and The Weather Channel

LifeMode 10 Rustic Outposts

- Country life with older families in older homes
- Rustic Outposts depend on manufacturing, retail and healthcare, with pockets of mining and agricultural jobs
- Low labor force participation in skilled and service occupations
- Own affordable, older single-family or mobile homes; vehicle ownership, a must
- Residents live within their means, shop at discount stores and maintain their own vehicles (purchased used) and homes
- Outdoor enthusiasts, who grow their own vegetables, love their pets and enjoy hunting and fishing
- Technology is cost prohibitive and complicated. Pay bills in person, use the yellow pages, read newspapers, magazines, and mail-order books

LifeMode 11 Midtown Singles

- Millennials on the move—single, diverse, urban
- Millennials seeking affordable rents in apartment buildings
- Work in service and unskilled positions, usually close to home or public transportation
- Single parents depend on their paycheck to buy supplies for their very young children
- Midtown Singles embrace the Internet, for social networking and downloading content
- From music and movies to soaps and sports, radio and television fill their lives
- Brand savvy shoppers select budget friendly stores

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LifeMode 12 Hometown

- Growing up and staying close to home; single householders
- Close knit urban communities of young singles (many with children)
- Owners of old, single-family houses, or renters in small multi-unit buildings
- Religion is the cornerstone of many of these communities
- Visit discount stores and clip coupons, frequently play the lottery at convenience stores
- Canned, packaged and frozen foods help to make ends meet
- Purchase used vehicles to get them to and from nearby jobs

LifeMode 13 Next Wave

- Urban denizens, young, diverse, hard-working families
- Extremely diverse with a Hispanic majority, the highest among LifeMode groups
- A large share are foreign born and speak only their native language
- Young, or multigenerational, families with children are typical
- Most are renters in older multi-unit structures, built in the 1960s or earlier
- Hard-working with long commutes to jobs, often utilizing public transit to commute to work
- Spending reflects the youth of these consumers, focus on children (top market for children's apparel) and personal appearance
- Also a top market for movie goers (second only to college students) and fast food
- Partial to soccer and basketball

Source: <https://www.esri.com/>

LifeMode 14 Scholars and Patriots

- College and military populations that share many traits due to the transitional nature of this LifeMode Group
- Highly mobile, recently moved to attend school or serve in military
- The youngest market group, with a majority in the 15 to 24 year old range
- Renters with roommates in nonfamily households
- For many, no vehicle is necessary as they live close to campus, military base or jobs
- Fast-growing group with most living in apartments
- Part-time jobs help to supplement active lifestyles
- Millennials are tethered to their phones and electronic devices, typically spending over 5 hours online every day tweeting, blogging, and consuming media
- Purchases aimed at fitness, fashion, technology and the necessities of moving
- Highly social, free time is spent enjoying music, being out with friends, seeing movies
- Try to eat healthy, but often succumb to fast food





Community Development Department Memorandum

DATE: August 3, 2020

TO: Scott Wingerson, City Manager

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

CC: Bob Baer, Assistant City Manager

RE: Kansas City Area Transportation Authority, Inc. 2019-2020 Annual Update

The Kansas City Area Transportation Authority (KCATA) has been providing public transportation to Gladstone residents for several years. There are six (6) routes that are associated with Gladstone; four (4) of the routes provide service between Gladstone and downtown Kansas City, one (1) of the routes provides service on an east-west axis traversing the Northland and one (1) of the routes is an on-demand responsive flex zone providing service within Gladstone. The following are the six (6) routes stated; note that due to COVID-19 some route times have been modified and in some instances routes have been temporarily discontinued:

- #201 – North Oak (see attached map)
 - Monday thru Friday- Every 30 minutes
 - Saturday- Hourly
 - Sunday- Hourly
- #234 – Boardwalk/Antioch Center (see attached map)
 - Monday thru Friday- Hourly
 - Saturday- No Service
 - Sunday- No Service
- #236 – Gladstone Express (see attached map)
 - Monday thru Friday- Temporarily Discontinued
 - Saturday- No Service
 - Sunday- No Service

- #237 – North Broadway Express (see attached map)
 - Monday thru Friday- Temporarily Discontinued
 - Saturday- No Service
 - Sunday- No Service

- #238 – Meadowbrook (see attached map)
 - Monday thru Friday- Hourly
 - Saturday- Hourly
 - Sunday- No Service

- #299 – Gladstone/Antioch Flex (see attached map)
 - Monday-Friday- Route will continue operating regular schedules on weekdays, with service from 8:00 a.m. to 3:30 p.m.
 - Saturday- Temporarily Discontinued
 - Sunday- Temporarily Discontinued

Don Bowlin, Manager of Contract Services for KCATA, will give an update at the August 10, 2020, City Council Open Study Session, on Gladstone's routes and how COVID-19 has affected transit.



LEGEND

LEYENDA

Regular Route
Ruta regular

Non-Stop Service
Servicio sin interrupciones

Schedule Time Point
Hora de llegada/parada de autobuses

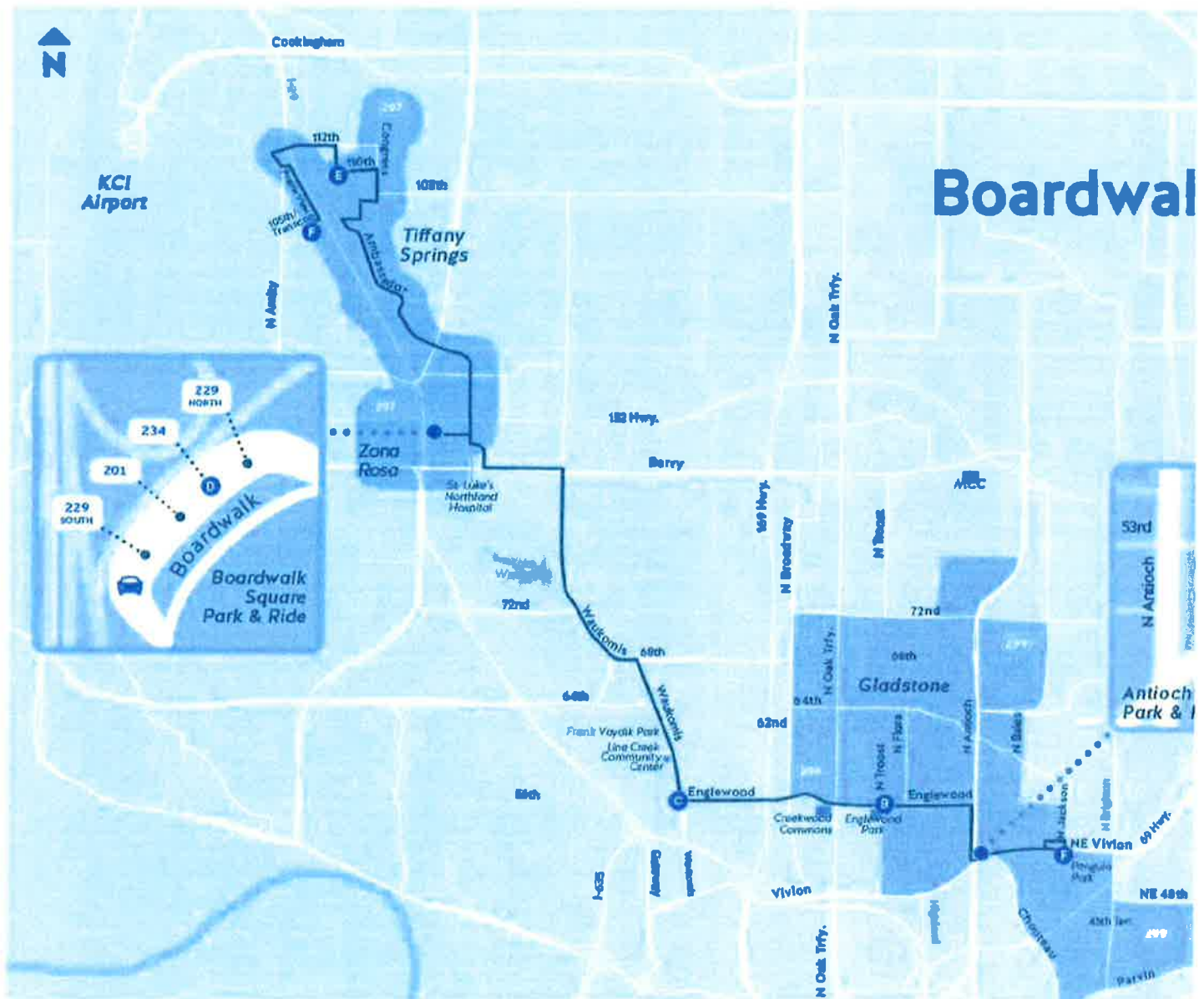
Transfer Options
Opciones de transbordo

Major Transfer Hub
Ubicación de transferencia

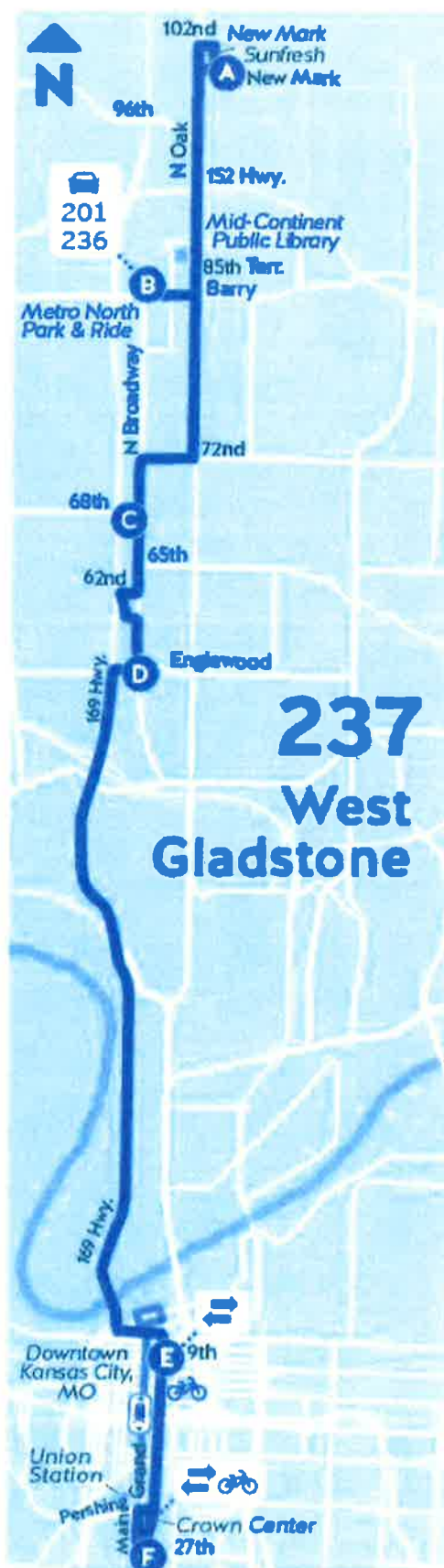
Streetcar Route
Ruta de tranvía

FREE Park & Ride
Aparcamiento gratis para viajeros de autobuses

Bike Share Station
Estación de bicicletas compartidas







LEGEND

LEYENDA

 Regular Route
Ruta regular

 Non-Stop Service
Servicio sin interrupciones

 Schedule Time Point
Hora de llegada, parada de autobús

 FREE Park & Ride
Aparcamiento gratis para viajeros de autobús

 Transfer Options
Opciones de transbordo

 Major Transfer Hub
Ubicación de transferencia

 Bike Share Station
Estación de bicicletas compartidas

 Streetcar Route
Ruta del tranvía

238 Meadowbrook

Effective August 2, 2020

Efectivo agosto 2, 2020

LEGEND

LEYENDA

 Regular Route
Rutas regular

 Non-Stop Service
Servicio sin interrupciones

 Schedule Time Point
Hora de llegada parada de autobús

 Transfer Options
Opciones de transbordo

 Major Transfer Hub
Ubicación de transferencia

 FREE Park & Ride
Aparcamiento gratis para viajeros de autobús

 Streetcar Route
Ruta del tranvía

 Bike Share Station
Estación de bicicletas compartidas



Service Upon Request

RideKC Flex service will pick you up and take you to your destination. All trips must be within the boundaries of the map below.

Call 816.346.0346

Service is offered Monday through Friday from 8 a.m. to 3:30 p.m.

Please call at least 24 hours in advance of your requested trip.

Monday-Friday: 5 a.m. to 9:30 p.m.

Saturday: 5 a.m. to 9 p.m.

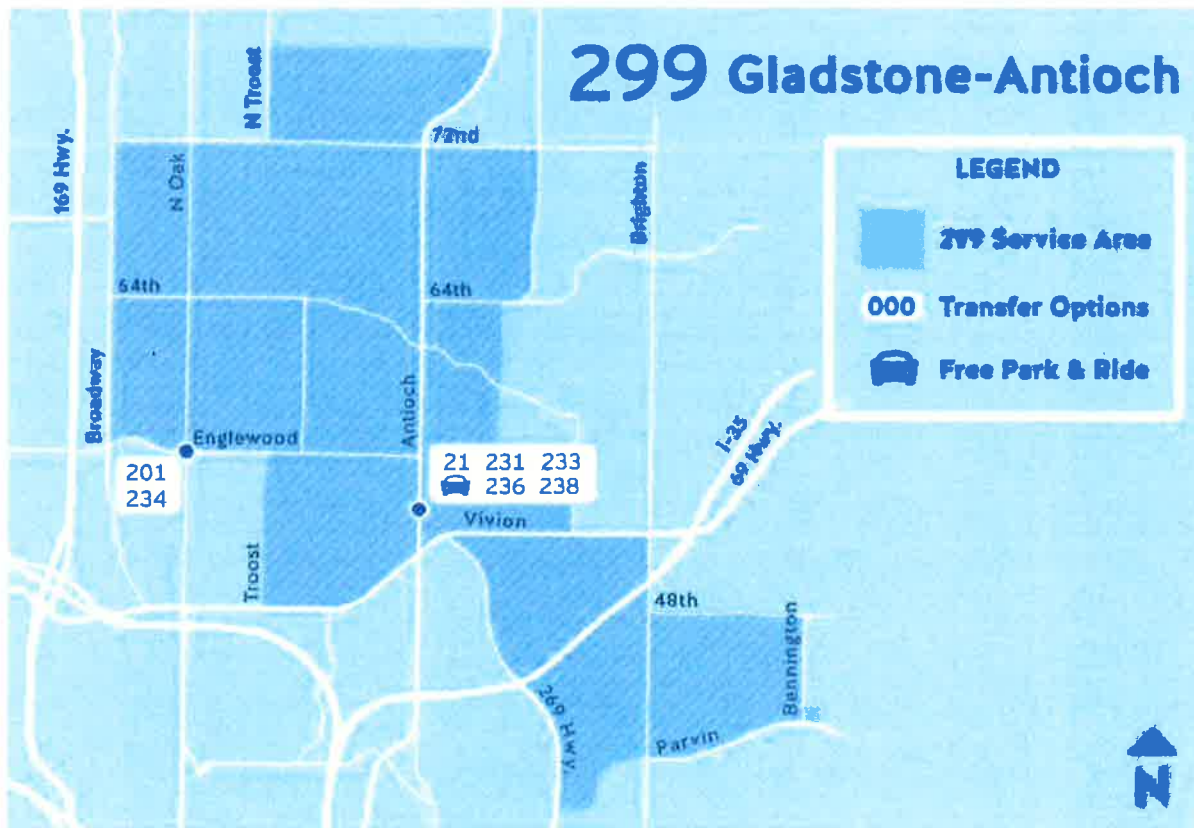
Sunday/Holiday: 10 a.m. to 6 p.m.

Regular Rider Service

For trips to the same location at the same time on a daily, weekly or monthly basis, you can set up a **Standing Order** by calling 816.346.0346 and telling the agent you wish to be a regular rider. Your future trips will be automatically scheduled.

Cancelling Your Trip

If your plans change and you wish to cancel your Standing Order, please call 816.346.0346 as soon as possible. Repeatedly failing to show for trips will result in the loss of the Standing Order privileges.





***Department of General Administration
Memorandum***

TO: Mayor and City Council

FROM: Chris Williams, City Counselor

DATE: August 6, 2020

RE: Public Officials Liability Training

Attached is a Public Official Liability Risk Advisory from Midwest Public Risk (MPR). MPR asks that it be provided to the Mayor and City Council annually for review as a part of its risk prevention program. In addition, MPR requires that public official liability training be conducted every other year. During the August 10 Study Session, I will address land use law and establishing the record to support the Council's decisions with you to comply with this requirement.

Attachment

cc: Scott Wingerson, City Manager



Risk Prevention Advisory

Midwest Public Risk
19400 East Valley View Parkway
Independence, MO 64055

Public Official Liability

The potential exposures for public officials are vast and can come from internal or external sources. Much of this increased exposure has been the result of various court decisions that have greatly expanded the area of civil rights litigation for elected and appointed officials.

Lawsuits may be filed against individual officials, a public entity, or both. Suits stem from both action and inaction. Injuries or property damage resulting from the careless actions or inaction of public officials, employees or agents often involve claims of negligence under state law. For Cities and Counties, claims resulting from land use regulation, emergency powers of law enforcement, limitations placed on a citizen or business may involve federal statutory or constitutional rights and are normally tried in federal court.

The potential list of areas of exposure for public officials is considerable. This advisory is offered as a guide to key issues that have occurred frequently or have resulted in significant losses. Some of the areas of exposure facing public officials include:

- Discrimination in the selection, promotion, discipline, or dismissal of employees.
- Improper training or supervision of employees.
- Administration of grants.
- Granting or denying franchises, permits, or licenses.
- Unequal provision of public services, or the failure to provide a service.
- Failure to protect public trust, including failure to attend meetings, or to examine documents.
- Use of inside information for personal benefit.
- Keeping silent about improper conduct of fellow officials.
- Making unauthorized payments.
- Failure to take advantage of legitimate financial opportunities presented to the public entity.
- Harassment of a business or employee.
- Failure to conduct inspections properly.
- Bidding and purchasing practices.
- Disclosure of personnel records.
- Denial of due process.
- Issues with implications for Cities and Counties include, but are not limited to:
 - Land use claims.
 - Assessment of taxes.
 - Improper treatment of suspects or criminals.

With all the exposure issues previously listed, it may seem quite a challenge to avoid liability. Some general but effective risk management practices to follow include:

- **Never hesitate to consult with your legal counsel.**
- Ensure your policies and practices regarding employment practices are effective, especially in areas related to employee selection, promotion, discipline and firing.
- The amount, topics and quality of training for your employees is a critical factor and should be a priority. This is a common area attacked by plaintiff attorneys.
- Ensure that your board complies with the Missouri Sunshine Law or the Kansas Open Meetings Act and the Kansas Open Records Act
- Avoid any issues that may be considered a conflict of interest. If the governing body discusses a conflicting issue, applicable individuals should refrain from voicing an opinion and abstain from voting on an issue of this nature.
- Assess past and potential public official liability exposures. Ensure that critical areas are addressed by an ordinance and/or policy when practical.
- Make every effort to ensure that all ordinances, practices and regulations are uniformly enforced and make sure they are Current, Clear, Comprehensive, Constitutional, and Consistent. Key terms should be defined.
- When speaking publicly, do not make assumptions, do not speculate, and make no empty promises.
- Try to ensure any ordinance, policy, or practice does not deprive a person of a “liberty” or “property” interest. If this is a possibility, make sure that any affected individual or group is given due process.
- When appropriate, ensure that any member of the public that may be affected by the outcome of a new ordinance, policy, or regulation is given adequate notice to ensure that such persons will be given the opportunity to be heard before implementation.
- Any time a potentially negative action or decision affects an individual or organization, a written statement containing reasons for the decision should be made available to the affected parties. This applies to both internal and external issues.
- Be very cautious if a request for a reference regarding a former employee is made – you should have a policy on this matter.
- Be sure any license or permit applicant has access to necessary information pertaining to all items required as part of the application process. Requirements and fees should be reasonable and consistently applied.
- Keep good minutes of board, commission or council meetings.
- Remember that documentation, both as a governing body and as an individual, can be very important.
- When applicable, Cities and Counties must:
 - Ensure your policies and practices regarding law enforcement liability are effective, especially in areas related to use of force, vehicle operations, search and seizure and the care, custody and control of prisoners
 - Have a comprehensive land use plan

MISSOURI LAND USE LAW

ESTABLISHING THE RECORD TO SUPPORT DECISIONS

Entities & Roles in Land Use Process

- City staff
- Planning Commission
- City Council
- Board of Zoning Adjustment

Types of Actions

- Planning
 - Plan (Comprehensive Plan, Land Use Plan, Master Plan, Area Plan)
 - Authority to adopt is given to the Planning Commission.
§89.360 RSMo
 - Public hearing and notice prior to adoption
 - After adoption, certified to governing body and city clerk, and a copy filed in the recorder of deeds office
 - Zoning “shall be made in accordance with a comprehensive plan”
§89.040 RSMo
 - In Missouri, a master plan is "a guide to development rather than an instrument to control land use." *State ex rel. Schaefer v. Cleveland*, 847 S.W.2d 867 (Mo.App.1992).
 - Exception: TIF statute requires redevelopment plan to be consistent with Comprehensive Plan
 - Establishes common expectations for the stakeholders
 - A factor in determining reasonableness of zoning decision

- Zoning
 - The power to zone property is an exercise of the state “police power”, as that power is delegated to cities through the enactment of Statutes.
 - Section 89.040 states that the following items are proper considerations for a City when rezoning property:
 - Traffic – “lessen congestion in the streets”
 - Public Safety – “to secure safety from fire, panic and other dangers; to promote health and the general welfare”
 - Density – “to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population”
 - Historic Preservation – “to preserve features of historical significance”
 - Adequate Infrastructure – “to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements”
 - Suitability of the Use for the Zoning District – “such regulations shall be made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses”
 - Property Values – “with a view to conserving the values of buildings” and
 - Appropriate Land Use – “encouraging the most appropriate use of land throughout such municipality.”
- Special Use Permits (SUP)
 - Uses only allowed within certain zoning districts pursuant to a permit with specific conditions including time limits
- Subdivision Regulations (platting of property)
 - Subdivision regulations developed as a way to make it easier to convey property by eliminating metes and bounds legal descriptions

- ensure that adequate public infrastructure would be installed
- Subdivision regulations do not regulate the *uses* of land (that's the job of zoning)
- No statutory requirement to conduct a public hearing on the approval of a plat application
- Planning Commission makes recommendation to City Council
- City Council approves plat by ordinance. § 445.030 RSMo
- Variances
 - The Board of Zoning Adjustment may vary or modify "application" of a regulation to avoid "practical difficulties or unnecessary hardship in the way of carrying out the strict letter of such ordinance." §89.090 RSMo. The Board must act only to carry out the "spirit" of the ordinance, and may not grant a variance without "competent and substantial evidence."
 - Types of Variances
 - Use variance = allowing a use that is otherwise prohibited (i.e., allowing use of two homes on a single lot)
 - Area variance = reducing a restriction on a use that is otherwise permitted (i.e., reducing a setback restriction).

Character of Actions

- Legislative actions
 - zoning of property
- Quasi-judicial/administrative actions
 - Special use permits
 - subdivision plat approvals
 - variances

Legal Standard of Review Used by Courts in Challenges to Actions

- Legislative actions (zoning)
 - a zoning ordinance is presumed valid and uncertainty about the reasonableness of a zoning regulation must be resolved in the government's favor
 - the party seeking a rezoning has the burden of proving that it is unreasonable to maintain the existing zoning
 - the property owner is entitled to a reasonable use of the property, consistent with the uses to which the surrounding properties are put
 - court will review evidence to determine whether the decision is reasonable and not arbitrary and capricious (i.e., no basis for the decision); inconsistent application of zoning regulations can lead a court to find that a decision is arbitrary
 - if a court determines that it is "fairly debatable" as to whether the decision is reasonable, the decision will be upheld
 - evidence presented to and considered by the court is not limited to evidence in the record presented at the public hearing; new evidence can be presented at trial
- Quasi-judicial/administrative actions (SUP, subdivision plats, variances)
 - court will review evidence to determine whether the decision is based on competent and substantial evidence
 - evidence presented to and considered by the court is limited to evidence in the record presented to the decision making body at the time of the decision; new evidence cannot be introduced at trial
 - court must be able to clearly tell from the record the rationale for the decision and that the decision was based on information properly presented to the decision making body
 - court will look at how the members of the decision making body assessed the credibility of the evidence
 - subdivision plats:
 - The decision to approve or deny a preliminary plat is an "administrative" decision, meaning that the role of the Planning

Commission is to determine whether the plat meets the requirements set forth in the subdivision ordinance.

- The authority of City authorities is limited in considering approval of plats. Once determined that a preliminary plat meets the requirements in the statutes and any applicable ordinances, the Board has no discretion to refuse to approve the proposed plat. *State ex rel. Schaefer v. Cleveland*, 847 S.W.2d 867, 873 (Mo.App.1992). However, the Commission and Council have considerable discretion in determining whether the subdivision plat meets the standards established by ordinance. *Id.*
- *Furlong Companies, Inc. v. City of Kansas City*, 189 S.W.3d 157 (Mo. banc 2006)
 - Proposed car wash & 2 fast food restaurants
 - Zoning was already in place
 - Just needed to subdivide for the outparcels
 - Preliminary Plat met subdivision regulations
 - Developer agreed to all approval conditions
 - City's attorney advised that the city could not legally deny the preliminary plat
 - City denied the plat anyway
 - Developer sued to get the plat approved and to recover damages under 42 U.S.C. § 1983
 - Developer won (no surprise)
 - In last 10 years, 196 out of 197 preliminary plats were approved, typically within 1 week of submission; exception was Furlong's plat
 - Trial court ruled that city's action was more than mere violation of state law, but instead rose to the level of "truly irrational"
 - Consequences?....\$484,441.35 (damages, interest, attorney fees)

Suggestions for Establishing the Record to Support Decisions

- Make known views on credibility of evidence presented in the hearing
 - does not mean members of decision making bodies must specifically express on the record the basis for their vote in matters
 - can simply make views known regarding the credibility of evidence being presented during the course of the hearing

- for example, statements in record such as:
 - "I find that hard to believe ..."
 - "I am having trouble with the logic of this. Could you please explain how ..."
- this helps demonstrate in the record that will be viewed and considered by the court what members of the decision making body thought about the evidence being presented to them
- Relate evidence presented to approval criteria in zoning or subdivision ordinance
 - helpful to have relevant approval criteria from applicable ordinance (zoning or subdivision ordinance) in front of members of decision making body while they are considering an application
 - if decision is challenged, court will look closely at whether the relevant approval criteria was considered in the making of the decision
 - if quasi-judicial/administrative action, approval criteria must be clearly articulated in the applicable ordinance
 - comments on the record from members of the decision making body regarding how evidence that is being presented shows that one or more of the approval criteria is being met or not met is helpful
- Use of personal knowledge in land use decisions
 - case law is clear that a decision maker may rely on personal knowledge in deciding how to vote on a particular land use matter
 - case law is equally clear that in order to properly do so, the member must make that personal knowledge a matter of record at the hearing
 - should state what the personal knowledge is and why it is relevant to and being relied on in the individual's decision
 - provides others the opportunity to raise questions about or dispute the truth or relevancy of this personal knowledge that is being relied on

- Consideration of expert versus lay witness testimony
 - court will give more weight to testimony of an expert witness versus a lay witness
 - credentials of an expert should be submitted in writing as an exhibit and made a part of the record
 - for example, may want to include credentials of City's Community Development Director in the record at each hearing as a standard course of business to establish that he/she is an expert whose testimony is entitled to greater weight
 - also helpful if a member of the decision making body refers to the testimony as "expert opinion testimony" during the course of the hearing
- Demonstration of amount of weight decision makers give to evidence and testimony
 - in quasi-judicial/administrative matters in particular, it is helpful to have statements in the record regarding the weight the decision makers gave to the evidence and testimony in making their decision
 - decision maker does not have to state why he/she is voting a particular way or be overly critical of witnesses, which he/she may not be comfortable doing
 - for example, a question like "Do you really think that ..." or a comment like "It is my perception that ..." or "I understand your point but I don't think that information is relevant ..." help to demonstrate in the record how the members of the decision making body viewed the credibility of testimony and the weight it was given in their decision
 - if evidence is presented and a member of the decision making body does not understand why it is relevant or important, the decision maker should ask questions for clarification and then, if appropriate, comment on the credibility (i.e., what they think) of the evidence
- Ensuring required documents are in the record
 - all ordinances, plans, policies, etc., that are referred to in a public hearing should be made an exhibit to the hearing record

- courts may not take judicial notice of relevant city ordinances; they need to be included in the record as an exhibit
- for example, failure to include the zoning ordinance in the record as an exhibit can be fatal in the challenge to an action by the Board of Zoning Adjustment approving or denying a variance
- also a good idea to include information regarding all required notices to the public and property owners
 - o State statutes require a public hearing (before Planning Commission and/or City Council) with at least 15 day newspaper publication notice for zoning actions
 - o State statutes allow for protest by owners in the area being rezoned or within 185 feet of the area being rezoning; if owners of 30 percent or more of the area within 185 feet file a protest, requires 2/3 vote for approval by City Council; statutes do not require notice to be sent to these property owners but if City's zoning ordinance does require this or City has customarily provided such notice, City must provide notice
- Adoption of Findings of Fact and Conclusions of Law
 - in quasi-judicial/administrative matters, it is advisable for the decision making body to adopt findings of fact and conclusions of law, especially where decisions are controversial
 - helpful in clarifying for the court the basis for the decision, showing that the decision was based on competent and substantial evidence, and to show that the decision was not against the overwhelming weight of the evidence as a whole
 - the findings of fact and conclusions of law should refer back to evidence submitted as being in support of the decision making body's action; conclusory statements without reference to the evidence are not desirable

Things Not to Do

- Do not state that you are voting a particular way for reasons unrelated to the appropriate criteria
- Do not say things like "I'm always going to vote no on fast food restaurants because I don't like them."

- State the reasons for your decision in the public meeting, either during the public hearing or during the discussion following. It helps your fellow Commissioners or Council members know why you're making a particular decision.
 - Use the words you're given in the statute and say why you're making a particular decision.
 - If you want to be specific, do say, "I believe the rezoning will contribute to congestion in the streets. It will significantly increase traffic in this area. In addition, there is not sufficient public infrastructure to address the increased traffic."
 - If you want to be general, do say, "I've listened to both sides present their information tonight, and I believe it is at least fairly debatable whether this is a reasonable use of this land."
 - Don't say, "Well, I really have no basis to make a decision, but I'm ready for the vote."
- Do Not Base Your Decision Solely on the Fact that Adjoining Property Owners Don't Want It
 - The interests of a few neighboring property owners do not constitute the public interest as whole.
 - But, you can use the information the property owners give you to support valid reasons for a rezoning decision.
 - Examples:
 - Don't say, "I'm voting no because the neighbors really don't want this business there."
 - Do say, "I believe the neighbors have raised some valid points. I'm not sure the property owner has shown that he can't make a reasonable use of the land as it is currently zoned. I'm concerned about the impact to surrounding property values. I'm also not sure that this use is appropriate for the surrounding area."
- You Cannot Use the Zoning Authority as a Way to Regulate Competition

- Tribunals vested with the power and authority to implement zoning laws may not use such power and authority as a ruse to regulate business and restrict competition.
- Examples:
 - o Don't say, "I'm voting against this rezoning because I think we've already got enough grocery stores in this town. Another just won't be able to survive."
 - o Do say, "I'm voting against this rezoning because in my opinion, a grocery store should not be located in the middle of a residential area. It just not the best use of this land. It will be too loud, the traffic too much."
- In quasi-judicial/administrative matters, do not refuse to let witnesses be cross examined in public hearings
 - while the rules of evidence do not apply in these types of hearings, it is still a good idea for the decision making body to allow this to occur to remove any due process concerns
 - the decision making body can establish a procedure for cross examination of witnesses such as requiring the questions to be directed to the chair to be posed to the witness

Ethical Considerations

- Ex Parte communications
 - Ex parte means from one side only. Ex parte communications with those having an interest in quasi-judicial matters may result in the official receiving evidence – and thus in influencing the vote – that is not available to fellow decision-makers or the proponents/ opponents of the issue. Because it occurs outside the normal hearing/decision making process, others involved are not able to take the information into account or rebut it. Thus, the playing field is uneven.
 - All types of interaction with applicants or residents present opportunities for ex parte communications: telephone calls, dinners, etc. If the official has been involved in an ex parte communication, he/she should state the following on the record when the matter comes before him/her: to whom he/she talked; when the communication occurred; and what was communicated. This

ensures that everyone involved has the same information. Sometimes ex parte communications regarding a quasi-judicial matter are inevitable, especially in small communities. Here are some guidelines to assist officials in handling these situations:

- Limit the discussion as much as possible;
 - Listen and ask questions, but do not express a preference for either side;
 - Do not accept gratuities (i.e., meals, drinks, tickets, etc.) while an application is pending;
 - Make written notes about what was discussed, how long it lasted, where, etc.;
 - At the hearing, disclose, disclose, disclose any ex parte communication. If written communication was received, enter the document into the record; and
 - State whether or not the official has made a decision and whether the official can fairly consider all the evidence presented.
- Procedural due process (notice and an opportunity for a meaningful hearing) does not apply to legislative actions. Indeed, we even have a term for ex parte communications on legislative matters – lobbying! While lobbying does not necessarily inspire public confidence that the process is open or that everyone has equal access to his representative, it is still lawful in relation to legislative actions.
- Prejudgment Bias
 - The critical issue when facing a claim of prejudgment bias is whether the decision maker's mind is "irrevocably closed" on a disputed issue. "Familiarity with the adjudicative facts of a particular case, even to the point of having reached a tentative conclusion prior to the hearing, does not necessarily disqualify [the decision maker], in the absence of a showing that the decision maker is not capable of judging a particular controversy fairly on the basis of its own circumstances." Wagner v. Jackson County Board of Zoning Adjustment, 857 S.W.2d 285, 289 (Mo. App. W.D. 1993). The key to avoiding a claim for prejudgment bias is keeping an "open mind" and considering all the evidence presented at the hearing.

- Conflicts of Interest
 - State statutes generally prohibit elected and appointed officials of local governments from participating directly or indirectly in an action that would result in a direct financial benefit or gain to the official, spouse, or dependent children
 - Includes accepting payment for actions and attempting to influence decisions or participating directly or indirectly in a decision when it may result in a direct financial gain
 - Penalty under state law: class B misdemeanor
 - Recommendation: if you think you might have a conflict of interest but are not sure, take the safe route and ask the City Attorney's office for guidance



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JULY 27, 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 Chris Williams

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

Mayor Moore opened the Regular City Council Meeting Monday, July 27, 2020, at 7:30 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: Carla Gleaton, Dennis Perkins, and Stan Stoner 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 July 13, 2020, Closed City Council Meeting Minutes.

Mayor Pro Tem Mallams moved to approve the minutes of the July 13, 2020, Closed 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. Approval of the July 13, 2020, Regular City Council Meeting Minutes.

Councilmember Spallo moved to approve the minutes of the July 13, 2020, Regular City Council meeting as presented. **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)

REGULAR AGENDA.

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

Larry Johnson approached Council and stated: *"My name is Larry Johnson, 6504 North Wabash, Gladstone, Missouri, and I just wanted to come before the Council tonight and thank you for an action that you took under consideration on the July 13 City Council meeting and that was approving the Consent Agenda. On that Consent Agenda was the approval of a Special Use Permit for the Gladstone Amphitheater where my family and my daughter's friends got to celebrate her life from the stage of the amphitheater and because of you allowing that to take place outdoors. There were several hundred people who got together for that celebration that would not have been able to attend because of the situation we all find ourselves in and I just wanted to thank you for approving that and letting that event take place. We had originally thought about doing it at Linden Square and the Saturday we had chosen just so happened to be the first day that Court was back in session, Saturday morning; so thanks to Director Merkey. He called and, I worked with him very closely, and he said, Larry, I don't think it's going to work having it at Linden Square. I said, you know, you are right; so he offered up the amphitheater and it was just fantastic and I want to thank him also for all his efforts that he put forth in making that morning as special as it could have been. Again, I just want to thank you for your vote in allowing that to happen and I'm very proud to be a citizen of a very livable city and I thank you and your previous Council for making that possible."*

Mayor Moore stated: *"Thank you so much Mr. Johnson. We are so sorry for your loss."*

George Wages approached Council and stated: *George Wages, 7201 North Park. I've got about three quick items and then basically done. Sidewalk Phase 1 and 2; with the sidewalk much needed the south side of 72nd Street, M1 West and North Olive. That has been completed. Appreciate that. Now we are going to Phase 2 from North Olive to West North Park; I'd like to know the status of that."*

City Manager Scott Wingerson stated: *"We are going to have to get back to Mr. Wages on that; can we get back to you tomorrow if that is OK Mr. Wages?"*

Mr. Wages stated: *"OK. Another one real quick, I called to report a code violation of a trash can in front of the garage and I was told that that violation has been no longer a violation, he said of about six weeks ago. I want to know why."*

City Manager Wingerson stated: *"Yeah, that is a miscommunication on our part Mr. Wages; there has been no change to that."*

Mr. Wages stated: *"Well the guy who answered the phone he kind of thought it was a pretty big deal that I gave him a few and he said there is no violation; there is still a violation?"*

City Manager Wingerson stated: *"Yes, sir."*

Mr. Wages stated: *"OK, thank you. Let's take a look at the senior citizens of Gladstone; and I think of being over 65 or 62, they have always had a \$2.00 discount monthly on their water bill. Can anybody tell me how long that has been \$2.00?"*

City Manager Wingerson stated: *"A long time."*

Mr. Wages stated: *"I know at least nine years; so I'd like to know if we can get a study of how we can help these senior citizens, I mean that \$2.00 has been a long time and the senior citizens need a break on that so I think we need to take a study to see if we can increase that to maybe \$3.00 or \$4.00 or what we can do on that. Do you guys agree?"*

Mayor Moore stated: *"We will certainly take a look at it, Mr. Wages. Thank you."*

Mr. Wages stated: *"That's pretty good. Hey, thanks a lot, I appreciate it. Have a good evening."*

Mayor Moore stated: *"It's a valid question. Thank you so much for coming tonight. We appreciate it. We will get back to you on the sidewalk."*

John Bledsoe approached Council and stated: *"Hello, I'm John Bledsoe, I live at 206 Northeast 76th Terrace, next to the Quality Plaza Shopping Center by ALDI. I've been a 40-year resident at this address, since about 1979. The water issues that have been going on, that have been presented to the city from various people, some of which is almost indicated, to my knowledge recently, like the neighbors up the line are instigating in with it as a class action suit, I want to make that be known that I have no knowledge of none of that and I'm here to clarify some issues about all the water at the area. Before I moved here in 1979, I'm guessing in '72-'74, there was a guy named Doc Gould who owned all the property that is now called Hobby Hill Park. When he was passing, he donated all that property to the City of Gladstone to remain a nature sanctuary. Well that has kind of changed but that is not really what I'm here to discuss. We are here to discuss the water issues that are being brought about, and I think I've showed you a few pictures; those pictures that you see are probably 20 years old, but every time it rains, more than what I call a 4-6, up to 9, that is what happens. I have had recently lawyers, concerned citizens, Councilmembers, friends and family, they are all asking me about this question; because I'm the only one that can legitimately answer most of a lot of the questions because I've been there the longest. So now; when, we got to go back to Doc Gould for a minute. When he gave up that land to the city to make that park, I could be wrong, but I believe the city chose not to take the section of property that is the cave. Bad mistake. So now, they should have taken that property then, they didn't want it because of liability reasons, I am guessing, now it's a big chess game as to who's got the most lawyers. From what the minutes of the meetings that I read from somebody the other*

day from a previous meeting here, the owner of the cave thinks it's worth more money because he can put houses up there. I don't see how that could happen with the sewer situation and so on. So to make this real quick, here it is, I'm done, you guys are all going to find out that because of what is getting ready to happen, in my personal opinion, what is going to have to happen is to build a box culvert all the way from Quality Plaza down that whole creek line to Mr. Bateman's property, turn that box culvert, and go to the next creek to the south. That creek already leads to the detention pond at the park; it's already on city property; it's going to add to the water, but that's the only way it's going to happen. Just from my construction experience, you are looking at \$200,000.00 to do it but here is the kicker; now no more water goes into the cave. Case closed. Thank you."

Mayor Moore stated: "Thank you, Mr. Bledsoe. Would you like your pictures back or do you want us to keep those?"

Mr. Bledsoe stated: "Are you guys done looking at them? I'll get them. A lot of water. Plus, I've got to say one more thing. I don't know whether it is true or not and you all are much smarter at this than I am; but I had a guy look up on his smart phone a minute ago. One inch of rain, whether it be in an hour or a day, in one acre, makes a lot of water and it all goes down to my yard before it goes into the cave. And the cave is a unique experience here because it's never dealt with. There is no other cave in Clay County like this; there is no other situation to compare it to deal with, so, good luck."

Mayor Moore stated: "Thank you, Mr. Bledsoe, for coming tonight."

Jim Oldebeken approached Council and stated: "Jim Oldebeken, 7402 North Highland, Gladstone. I want to thank you for this opportunity to have these comments. I really am grateful for this man coming. I just met him recently. He really knows his stuff and he is a very interesting individual. Has there been any other developments with the safety issue that was brought up at the June 8 meeting by the owner of that property? The concern was safety in the cave; has there been any progress?"

City Manager Wingerson stated: "Mr. Oldebeken I think there has been; probably not visible in the field but we have spoken with the property owner's lawyers and we are taking it from there."

Jim Oldebeken stated: "OK. I remain very concerned because his own words just said it, and I would just like to see this resolved; it's kids, you know he said it, kids from the park can walk 80 feet and there is a cave and you can fall over a cliff into the bottom; and then inside; I just heard from an individual with the Missouri Speleological Society where they took some carbon dioxide readings that were of concern so I don't want to be the individual passing that on but I want to alert you that they will contact you directly because there is another issue there as well. And again, I'm not here to see a lot of money spent. I'd like to see people warned in the community about something, and God forbid, somebody gets in there, it could be adults, it could be homeless, who knows. I hope we can put that one to bed and we can move on."

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

Councilmember Spallo stated: *"Thank you, Mayor. I'd like to read a statement: I recently received a message from former Gladstone Councilmember Carol Suter criticizing me for accepting a campaign contribution. Claiming she spoke for this Council, the city staff, and many in the community, she not only questioned my integrity, but stated that my vote on this Council had been bought. It should go without saying that no one can buy my vote. I received many legal campaign contributions from folks who supported my campaign and reported those accordingly on my disclosure statement. I made it perfectly clear to all who contributed and everyone else who participated in my campaign that I will always do what is best for this city and will do so exclusive of any outside influence. For anyone to suggest otherwise is offensive to me, and all those who worked tirelessly on my campaign. Thank you, Mayor."*

Councilman Frisby stated: *"My first comment is an apology to my colleagues here and the staff for missing the last meeting. I would have much rather had been here with you. Director Hasty, I need to go back to June 25, I would have done this last time but I wasn't here; when your department participated in the food distribution that went over here in Central Park. That was a very nice event. I had planned on going; I looked out my window and it looked like a tri-state swim meet at the Community Center. There were cars that circled the whole block. I'm on my way over to the event here at the shelter house and it was one of those nice balmy 95 degree June mornings. I thought I would just go and talk to a few of the residents; but I made the mistake of raising my hand to wave at somebody and I got a box shoved in my hand and for the next hour we put boxes of vegetables, produce, and milk in people's car so that was very much appreciated. Everyone that came through was very appreciative of that and the effort that your department put into that was much appreciated. Thank you."*

Councilman Garnos stated: *"Thank you, Mayor. Last week we had a meeting of the Parks and Rec Advisory Board but we unfortunately did not have a quorum. As I understand it, there was a number of last minute cancellations and I believe Chairman Olshefski is going to be visiting with some of the members about that. For those that were there, we got an update on a number of current and upcoming projects including the joint concession stand and restrooms for Oak Grove Park and Oak Park High School which we were briefed on at the last meeting. Let me just also say that we need a better name for this facility than the joint concession stand and restrooms. It will be a great facility. We also, for those that were there, had a really good presentation by Eugene Suter on the program at Atkin-Johnson Farm. I think you talked about it at our last meeting where they have been selling sweet corn and sunflowers. Apparently pumpkins coming in later with the proceeds going to the Friends of the Farm for the farm's benefit. It's really a terrific program. Eugene deserves a lot of credit for its success. We even had vehicles there in the morning waiting for them to open to buy the sweet corn. Normally the City Manager's very good at keeping us posted when Gladstone is going to be on the evening news and that is why it was a pleasant surprise a couple of weeks ago when out of the blue I was watching KMBC and I saw a terrific piece on this program at the farm. The farm looked great, the program was very well received; it was very positive coverage. Eugene made some really terrific comments about the importance of agricultural education and teaching kids where our food comes from and all around it was just a great piece on Gladstone. That weekend I saw they replayed that piece several times on KMBC because I think we are probably a little short on feel-good stories these days. I wanted to give full credit to Eugene for that and thanks to Director Merkey for helping to facilitate all of that, I thought it turned out terrific, and it's still going on."*

Finally, Mayor, as you will recall, at our last Council meeting. You did a very nice job reading our proclamation on the National Parks and Rec month. I don't think anybody can argue about National Parks and Rec month, but the proclamation stated in part that 'it is the right of everyone, regardless of age, race, color, religion, gender, national origin, or ability to participate in Park and Recreation programs.' I just wanted to add that in Gladstone we have expanded the non-discrimination to include 'such orientation and gender identity.' I know this was boiler plate proclamation language and I believe I have read the exact same proclamation in years past. In the future, I would hope that when we make statements like that we can include our more expansive and inclusive non-discrimination definition. That's all I have tonight. Thank you, Mayor."

Mayor Moore stated: "Thank you, Councilman Garnos, and I appreciate you noticing that at the last meeting. Thank you."

Mayor Pro Tem Mallams stated: "Well, my comments were taken by Bill; I was going to make a comment regarding Eugene and the selling of the sweet corn and the vases of the sunflowers that they have had. And Tom, I have to say, my gosh, when you asked Director Hasty to come in, I wasn't sure where we were headed. My comments have been shared this evening, and again, Eugene has done a wonderful job with the farm. Thank you, Mayor."

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

City Manager Scott Wingerson stated: "Thank you very much. Just one thing; a statistical report to start with. Clay County Public Health reports that 1,251 people in Clay County have been confirmed with COVID-19; of those, 28 have unfortunately passed away. In Gladstone, that translates to about 142 individuals. We are doing a great job but for the public, when you are out in public, please set a good example by wearing your mask, by social distancing, by washing your hands and doing the tried and true things. We really need to get on top of this because we don't want to go backwards. The more we can do ourselves, I think sets a great example. Thank you for your participation in the masks, and I thank all the businesses and residents of Gladstone. We are doing better than most places in the country despite what the news might say. We need to stay firm and vigilant as we approach this thing. Hopefully, maybe, this winter we can be done with all this. We will see. That's all I had, Mayor. Thank you."

Item No. 10. On the Agenda. **RESOLUTION R-20-30** A Resolution to adopt the updated Regional Multi-Hazard Mitigation Plan by the City of Gladstone, Missouri, as recommended by the participating jurisdictions of the Regional Multi-Hazard Mitigation Plan Review Committee of the Mid-America Regional Council.

Mayor Pro Tem Mallams moved to approve **RESOLUTION R-20-30** A Resolution to adopt the updated Regional Multi-Hazard Mitigation Plan by the City of Gladstone, Missouri, as recommended by the participating jurisdictions of the Regional Multi-Hazard Mitigation Plan Review Committee of the Mid-America Regional Council. **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. 11. On the Agenda. RESOLUTION R-20-31 A Resolution to adopt the updated Emergency Operations Plan by the City of Gladstone, Missouri.

Councilman Garnos moved to approve **RESOLUTION R-20-31** A Resolution to adopt the updated Emergency Operations Plan by the City of Gladstone, Missouri. **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. 12. On the Agenda. RESOLUTION R-20-32 A Resolution declaring certain city property surplus and authorizing the sale of such property held by the city to the highest bidder via online auction and/or sealed bid.

Councilmember Spallo moved to approve **RESOLUTION R-20-32** A Resolution declaring certain city property surplus and authorizing the sale of such property held by the city to the highest bidder via online auction and/or sealed bid. **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. 13. On the Agenda. RESOLUTION R-20-33 A Resolution accepting easements from certain property owners in conjunction with the Northeast 76th Street Improvements Project from North Oak Trafficway to North Brooklyn, Project TP1818.

Mayor Pro Tem Mallams moved to approve **RESOLUTION R-20-33** A Resolution accepting easements from certain property owners in conjunction with the Northeast 76th Street Improvements Project from North Oak Trafficway to North Brooklyn, Project TP1818. **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. 14. On the Agenda. Other Business.

There was none.

Item No. 15. On the Agenda. Adjournment.

Mayor Moore adjourned the July 27, 2020, Regular City Council meeting at 7:56 pm.

Respectfully submitted:

Ruth E. Bocchino, City Clerk

Approved as presented: ____

Approved as modified: ____

Jean B. Moore, Mayor

RESOLUTION NO. R-20-34

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH LAN-TEL COMMUNICATIONS SERVICES, INCORPORATED, FOR THE 2018 CURB, GUTTER AND SIDEWALK-PHASE 1 PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$7,330.00 FOR PROJECT TP1804.

WHEREAS, work under the contract with Lan-Tel Communications Services, Incorporated, for the 2018 Curb, Gutter and Sidewalk Program-Phase 1, Project TP1804, 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:	\$ 169,357.50
Change Order(s):	<u>567,528.00</u>
Revised Contract Amount:	\$ 736,885.50
Amount Paid to Date:	<u>729,555.50</u>
Total Amount Due Final Pay:	<u><u>\$ 7,330.00</u></u>

FURTHER, THAT, funds for such purpose are authorized from the Gladstone Special Road District Funds and the Transportation Sales Tax Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10th DAY OF AUGUST 2020.

Jean B. Moore, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-20-34

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/5/2020

Department: Public Works

Meeting Date Requested: 8/10/2020

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

Subject: Final payment approval, Project TP1804, 2018 Curb, Gutter and Sidewalk Program-Phase 1

Background: Work has been completed on the referenced project and the contractor, Lan-Tel Communications Services, 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 for the original contract were budgeted from the Gladstone Special Road District Funds programmed in the Transportation Sales Tax Fund. Change Orders included Phase 2 of the 2018 program (authorized by R-28-46), the addition of the 2019 program (authorized by R-19-29), accelerated curb, gutter, and sidewalk as part of a proposed City-wide financing package (authorized by R-19-49), concrete work in the vicinity of NE 70th Street and N. Locust, and the adjustment in field measured quantities.

Original Contract Amount:	\$ 169,357.50
Change Order(s):	567,528.00
Revised Contract Amount:	\$ 736,885.50
Amount Paid to Date:	729,555.50
Total Amount Due Final Pay:	\$ 7,330.00

Public/Board/Staff Input:

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

Timothy A. Nebergall
Department Director/Administrator

PC
City Attorney

BB
Asst. City Manager

RESOLUTION NO. R-20-35

A RESOLUTION ACCEPTING TRAIL RIGHT-OF-WAY FROM THE OWNERS OF 6505 NORTH PROSPECT AVENUE IN CONJUNCTION WITH THE ROCK CREEK GREENWAY TRAIL – PHASE 2; PROJECT TP2072.

WHEREAS, additional right-of-way is necessary to construct the Rock Creek Greenway Trail – Phase 2 (TP2072).

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

THAT, the quit claim deed conveyed from William and Angela Lichner to the City of Gladstone is hereby accepted.

FURTHER, THAT, the City Manager of the City of Gladstone is hereby authorized to execute and undertake and perform on behalf of the City of Gladstone, Missouri, the obligations and undertakings set forth in said conveyances; and

FURTHER, THAT, the City Clerk is hereby directed to record said documents in the Office of the Recorder of Deeds, Clay County, Missouri.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 10th DAY OF AUGUST, 2020.

Jean B. Moore, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-20-35

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/30/2020

Department: Public Works

Meeting Date Requested: 8/10/2020

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

Subject: Rock Creek Greenway Trail Phase 2 - 6505 N. Prospect Right-of-Way (Project# TP2072)

Background: Rock Creek Greenway Trail – Phase 2 will extend from Hidden Hollow Park to the southeast corner of Missouri Route 1 and NE 67th Terrace. The proposed 10-foot wide concrete trail will be constructed on the south side of Rock Creek and will not impact the residential neighborhood to the north. This new right-of-way from 6505 N. Prospect is the last that is required to construct the project. The remainder of the trail will be constructed on City property and within a trail easement granted by the North Kansas City School District when it acquired ownership of Prospect Plaza.

Budget Discussion: Funds are budgeted in the amount of \$350,000 from the TST Fund and \$400,000 from the Federal Highway Association Transportation Alternatives Program (TAP) administered by MoDOT. Ongoing costs are estimated to be \$2,500 annually.

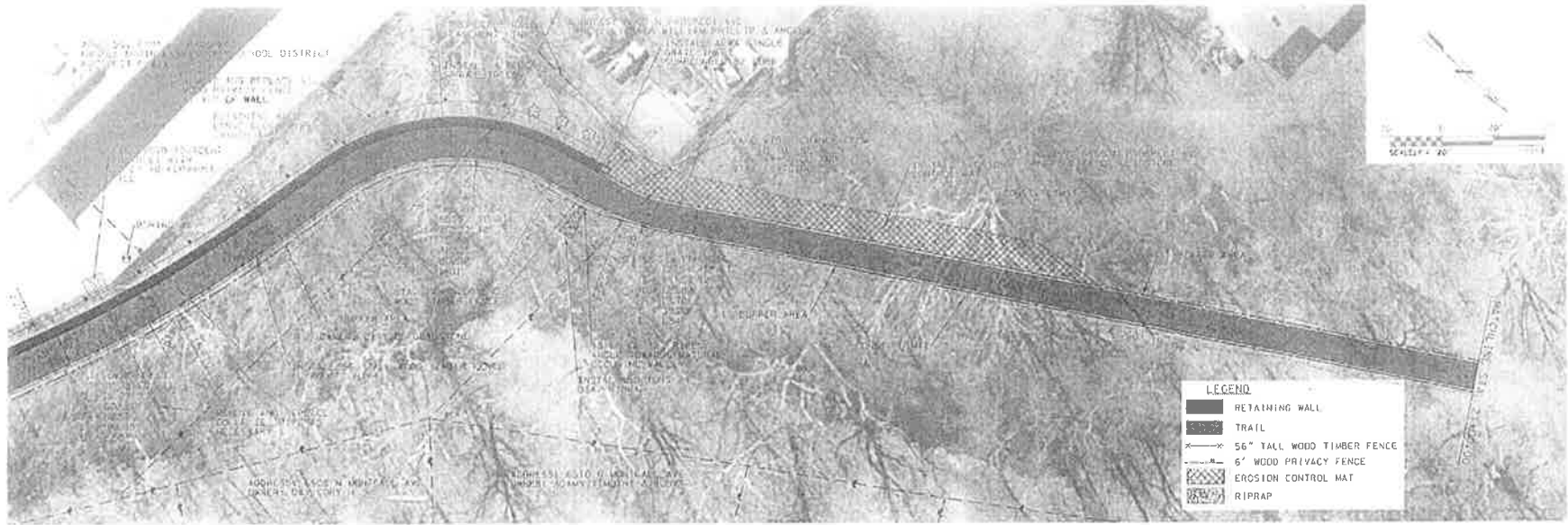
Public/Board/Staff Input: City staff recommends acceptance of a quit claim deed from the owners of 6505 N. Prospect.

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

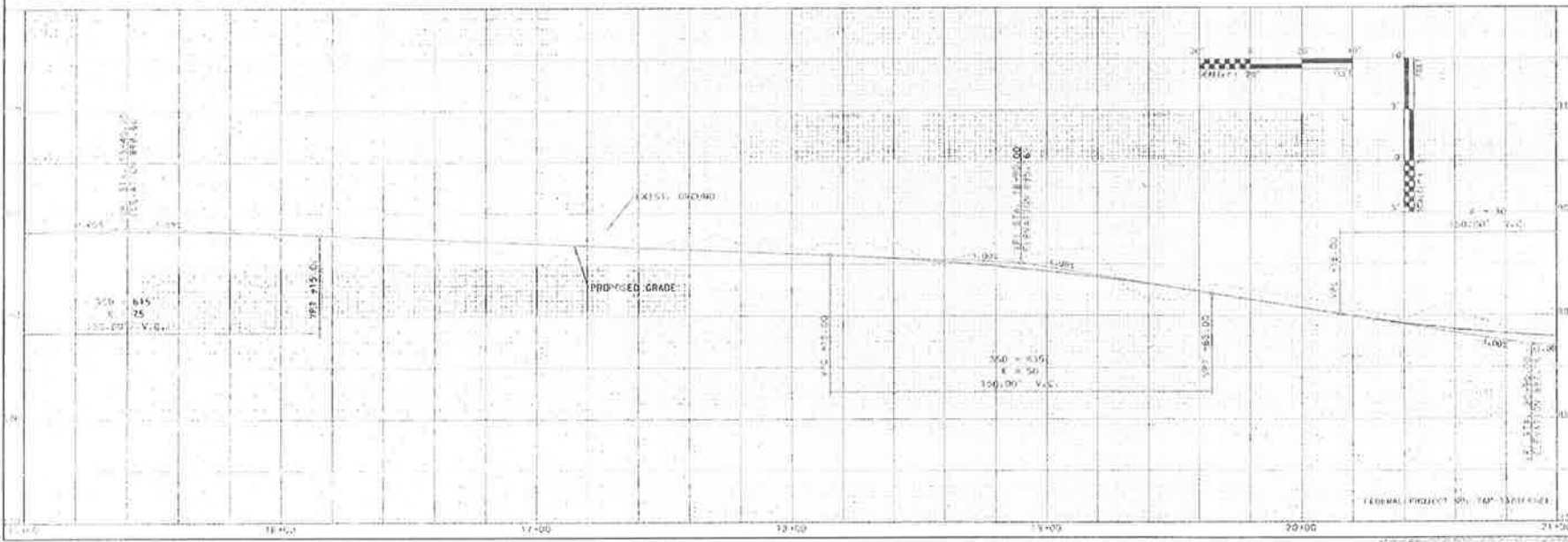
Timothy A. Nebergall
Department Director/Administrator

PC
City Attorney

BB
Asst. City Manager



- LEGEND**
- RETAINING WALL
 - - - TRAIL
 - 56" TALL WOOD TIMBER FENCE
 - - - 6" WOOD PRIVACY FENCE
 - EROSION CONTROL MAT
 - RIPRAP



CFS ENGINEERS

1000 N. GATEWAY AVENUE
 SUITE 100
 SAN ANTONIO, TEXAS 78207
 TEL: (214) 343-1111
 FAX: (214) 343-1112

City of Gladstone

PROJECT: GARDEN, IMPROVEMENT
 AND CONSTRUCTION

Rock Creek Trail
Plan and Profile
Sheet 2 of 3

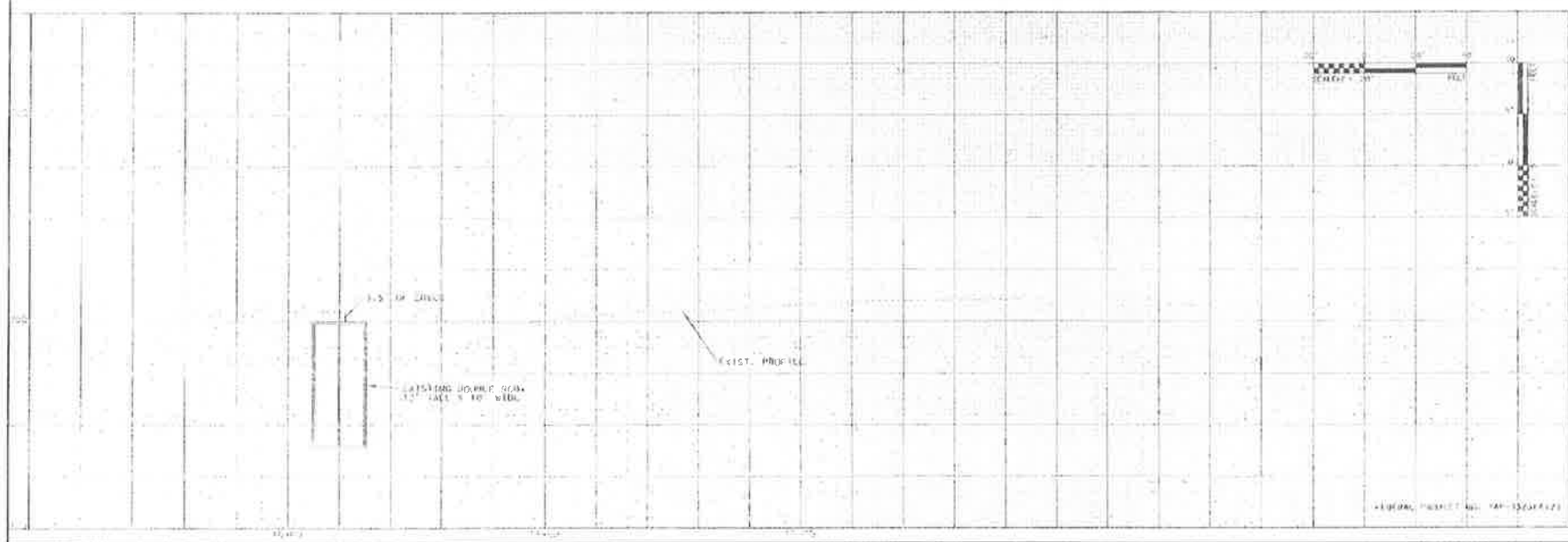
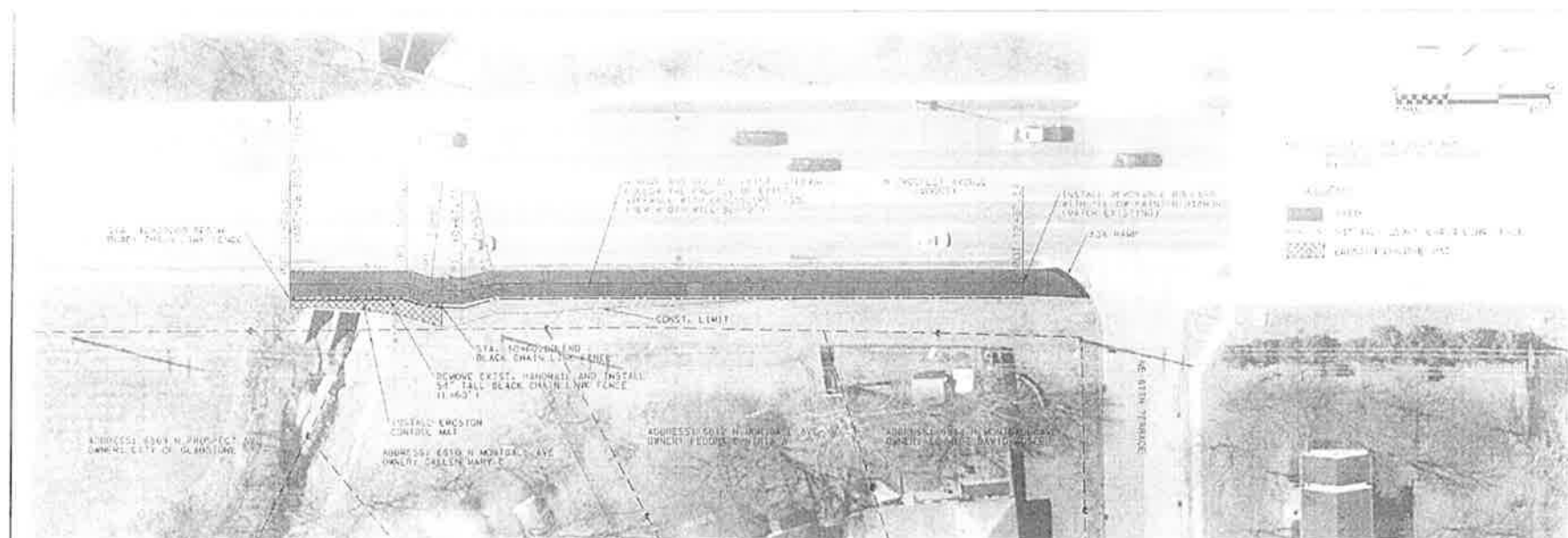
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CFS

ENGINEER

DATE

DRAWN BY

CHECKED BY

APPROVED BY

PROJECT NO.

SHEET NO.

SHEET TOTAL

PROJECT NAME

PROJECT LOCATION

PROJECT DESCRIPTION

PROJECT OWNER

PROJECT CONTACT

PROJECT PHONE

PROJECT FAX

PROJECT EMAIL

PROJECT WEBSITE

PROJECT ADDRESS

PROJECT CITY

PROJECT STATE

PROJECT ZIP

PROJECT COUNTY

PROJECT COUNTRY

PROJECT TIMEZONE

PROJECT CURRENCY

PROJECT LANGUAGE

PROJECT METRIC

PROJECT UNIT

PROJECT SCALE

PROJECT COLOR

PROJECT STYLE

PROJECT FONT

PROJECT WEIGHT

PROJECT HEIGHT

PROJECT WIDTH

PROJECT DEPTH

PROJECT AREA

PROJECT VOLUME

PROJECT MASS

PROJECT ENERGY

PROJECT POWER

PROJECT FORCE

PROJECT PRESSURE

PROJECT TEMPERATURE

PROJECT HUMIDITY

PROJECT WINDSPEED

PROJECT WINDDIRECTION

PROJECT RAINFALL

PROJECT SNOWFALL

PROJECT ICEFALL

PROJECT FOG

PROJECT MIST

PROJECT DRIZZLE

PROJECT SMOKE

PROJECT DUST

PROJECT PARTICLES

PROJECT POLLUTANTS

PROJECT GASES

PROJECT LIQUIDS

PROJECT SOLIDS

PROJECT OILS

PROJECT GREASE

PROJECT DEBRIS

PROJECT WASTE

PROJECT HAZARDOUS

PROJECT TOXIC

PROJECT CORROSIVE

PROJECT FLAMMABLE

PROJECT EXPLOSIVE

PROJECT RADIOACTIVE

PROJECT BIOLOGICAL

PROJECT CHEMICAL

PROJECT PHYSICAL

PROJECT MECHANICAL

PROJECT ELECTRICAL

PROJECT THERMAL

PROJECT ACOUSTIC

PROJECT OPTICAL

PROJECT MAGNETIC

PROJECT GRAVITATIONAL

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PROJECT COSMIC

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PROJECT WASTE

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PROJECT BIOLOGICAL

PROJECT CHEMICAL

PROJECT PHYSICAL

PROJECT MECHANICAL

PROJECT ELECTRICAL

PROJECT THERMAL

PROJECT ACOUSTIC

PROJECT OPTICAL

RESOLUTION NO. R-20-36

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND NORTHLAND NEIGHBORHOODS, INCORPORATED, TO PROVIDE CONSULTING SERVICES TO ASSIST IN THE ONGOING DEVELOPMENT AND REVITALIZATION OF NEIGHBORHOODS FOR THE PERIOD OF JULY 1, 2020, THROUGH JUNE 30, 2021.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined that entering into a contract with Northland Neighborhoods, Incorporated, (NNI) for Neighborhood Home Organization (NHO) consulting services for the period of July 1, 2020 through June 30, 2021 will benefit the City; and

WHEREAS, the cost of ongoing neighborhood organization and development consulting services to be provided to the City and NHO's is not to exceed \$31,146.00; and

WHEREAS, the City Council feels it is in the best interest of the residents of the NHO's and the City to provide consulting services to assist in the ongoing organization, development, revitalization, and preservation of neighborhoods.

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

THAT, The City Manager is hereby authorized to execute the agreement with Northland Neighborhoods, Incorporated for neighborhood consulting services at a cost not to exceed \$31,146.00.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10th DAY OF AUGUST 2020.

Jean B. Moore, Mayor

Attest:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-20-36

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: July 31, 2020

Department: Community Development

Meeting Date Requested: August 10, 2020

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

Subject: Approval of a Resolution for an agreement with the City of Gladstone and Northland Neighborhoods, Incorporated, for ongoing development and revitalization of neighborhoods.

Background: For the past eight (8) years Northland Neighborhoods, Incorporated, (NNI) has assisted the City with forming and developing Neighborhood Home Organizations (NHO's) and assisting them with the organization of the specific NHO. This year, staff, with the assistance from NNI, will continue the ongoing organization and development of the neighborhoods as provided for in the Agreement.

The Goal is to connect and reconnect with neighborhoods within Gladstone, to provide a customized service with each neighborhood by providing what each neighborhood needs at the time. The work NNI will do with neighborhoods this year should lead to Gladstone having vibrant neighborhoods who are working together with their resident and partners to make their communities safer and better connected.

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 Resolution and Agreement

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

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

BB
Asst. City Manager

**AGREEMENT BETWEEN
NORTHLAND NEIGHBORHOODS, INCORPORATED AND
THE CITY OF GLADSTONE**

Provide consulting services to assist in the ongoing
development and revitalization of neighborhoods

AGREEMENT FOR PROVISIONS OF THE FOLLOWING SERVICES

THIS AGREEMENT between Northland Neighborhoods, Inc. an entity organized and existing under the laws of the State of Missouri, with its principal office located at 4420 NE Chouteau Trafficway, Suite 100, Kansas City, Missouri 64117, hereafter referred to as the "consultant" and the City of Gladstone, Clay County, Missouri, a Third Class City organized and existing under the laws of the State of Missouri with its principal office located at 7010 N. Holmes Street, Gladstone, Missouri 64118, hereafter referred to as the "city".

This agreement represents the entire understanding and agreement between the parties. No amendments to the agreement will be binding on the parties, unless in writing and signed by the parties hereto. This agreement shall be binding upon the heirs, successors, administrators, executors and assignees of the parties hereto.

In the event there are any inconsistencies in the provisions of this agreement they will be resolved in accordance with the terms of this agreement.

**ARTICLE I
FEES AND PAYMENT**

The consultant agrees to perform all work, pay any sub-consultant, and provide all materials as specified in Article IV for a period of twelve (12) months, starting July 1, 2020 through June 30, 2021; for a fee of \$31,146.00 paid equally on a monthly basis for services rendered. In consideration of such payment, the consultant agrees to provide, time and service as generally outline in Article IV Scope of Services.

The consultant will submit an invoice for services rendered as specified in Article IV of this agreement to:

Alan D. Napoli C.B.O.
City of Gladstone
7010 N. Holmes Street
Gladstone, Missouri 64118

Payment will be made within thirty (30) days of receipt of invoice, by the Finance Department of the City of Gladstone, Missouri.

The consultant retains the right to perform services for other clients. Nothing contained within this agreement shall be deemed to create any association, partnership, joint venture, or relationship or principal and agent or master and servant between the parties. Northland Neighborhoods Inc., is an independent consultant and reserves the means and methods of accomplishing the Scope of Services as specified in Article IV of this agreement.

Postage, printing and such other equipment, tools and supplies necessary to perform the Scope of Services as specified in Article IV of this agreement will be the responsibility of the consultant.

ARTICLE II

CANCELLATION OF AGREEMENT

The city reserves the right to cancel and terminate this agreement in part or whole without penalty upon thirty (30) days written notice to the consultant. Any agreement cancellation notice shall not relieve the consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation, nor shall it relieve the city of its obligation for payment of fees for documented work within the scope of services as specified in Article IV of this agreement prior to the effective date of cancellation.

The consultant reserves the right to cancel and terminate this agreement in part or whole without penalty upon thirty (30) days written notice to the city. Any agreement cancellation notice shall not relieve the consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation, nor shall it relieve the city of its obligation for payment of fees for documented work within the scope of services as specified in Article IV of this agreement prior to the effective date of cancellation.

ARTICLE III

DRUG/CRIME FREE WORK PLACE

The consultant acknowledges and agrees that the following acts are prohibited:

1. The unlawful manufacturing, distributing, dispensing, possession and/or use of alcohol or drugs; and/or
2. Any impairment or incapacitation from the use of alcohol or drugs (except the use of prescription drugs for legitimate medical purposes); and/or
3. Any crimes committed while performing services on behalf of the city.

The consultant further acknowledges and certifies that it understands that a violation of any or all of these prohibitions constitutes a breach of agreement and may result in default action being taken by the City of Gladstone in addition to any criminal penalties that may result from such action.

ARTICLE IV

SCOPE OF SERVICES

The Consultant shall provide consulting services to assist in the ongoing organization and development of neighborhoods as provided for in this Article. Note this scope is general in nature and any specifics to be addressed between City and Consultant as deemed necessary.

GOAL:

Connect and reconnect with neighborhoods within Gladstone, to provide a customized service with each neighborhood by providing which each neighborhood needs at the time. The work NNI will do with neighborhoods this year should lead to Gladstone having vibrant neighborhoods who are working together with their residents and partners to make their communities safer, and better connected.

PROGRAM OUTLINE:

1. Invite the following to a City Wide Neighborhood Summit/Roundtable meeting:
 - Neighborhood leaders,
 - Mayor and City Council,
 - Neighborhood Commission,
 - Representatives from Gladstone's Departments, and
 - NNI Representatives.
2. Provide an overview of what NNI and Gladstone have in mind for this year, and how they can participate and grow.
3. Customize our services with the neighborhoods; by working with them to see where they are and support their leadership. NNI will offer recommendations and provide a customized training/coaching approach based on what they need and are interested in learning.
4. Build a Speakers Bureau of NNI and Gladstone Staff to support neighborhoods.
5. Continually monitoring neighborhoods, supporting their individual needs with customized services.
6. Hold quarterly meetings with Gladstone Staff from Community Development, Police Department and NNI to problem-solve; and proactively plan neighborhood solutions to issues.
7. Provide at no cost to the neighborhoods the opportunity to print newsletter (must adhere to the NNI guidelines).

8. NNI will provide the opportunity to hold virtual meetings to support neighborhoods.

DELIVERABLES:

1. Final report:
 - a. Status of neighborhoods.
 - b. Develop customized services and report activities.
 - c. What have neighborhoods accomplished with NNI.
 - d. What are neighborhoods planning to do in the coming years.
2. Quarterly Problem-Solving meetings:
 - a. What actions have changed based on Quarterly Problem-Solving meetings.
 - i. What programs are needed that currently are not offered.
 - b. Recommendations for next steps in developing neighborhoods.
3. Home Repair Program-Gladstone:
 - a. Support low- to moderate-income homeowners with needed repairs
 - b. Funds will be targeted to:
 - i. Abating code violations and
 - ii. Quality of life repairs, such as:
 - Exterior painting
 - Gutters
 - Stair repairs
 - Window replacement
 - HVAC repairs/replacement
4. Presentations and updates:
 - a. Neighborhood Commission
 - b. City Council

CUSTOMARY SCOPE OF SERVICES:

1. Consultant reports directly to the Community Development Administrator/Building Official
2. The Consultant will work with the Gladstone's Residential Relations and Maintenance Coordinator assigned to the Neighborhood Home Organization within their respective district.
3. Consultant will submit the following documents no later than the tenth (10th) day of the month.
 - a. An invoice for services rendered.
 - b. A monthly status report.

4. Consultant will present an annual report to the Gladstone Neighborhood Commission and City Council in July of 2020.

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ARTICLE V
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either or otherwise. The City agrees that it has not relied on any representatives of the consultant as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF, the parties hereunto have executed three (3) counterparts of this agreement the day and year as noted by signature.

THE CITY OF GLADSTONE, MISSOURI:

By: _____
Scott C. Wingerson, City Manager

Attest:

Ruth Bocchino, City Clerk

Date: _____

NORTHLAND NEIGHBORHOODS, INC.:

By: Deborah L. Hermann
Deborah L. Hermann, Chief Executive Officer

Attest:

Theresa Wolfe
Theresa Wolfe, Director of Administration

Date: 7/15/20

**CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind of character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Deborah L. Hermann, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is Deborah L. Hermann and I am currently the CEO of Northland Neighborhoods, Inc. hereinafter "Consultant", whose business address is 4420 NE Chouteau Trafficway, Suite 100, Kansas City, MO 64117 and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Neighborhood Development and Revitalization Program contracted between the Consultant and the City of Gladstone, Missouri.
4. Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.


Affiant Signature

Deborah L. Hermann

Affiant Printed Name

Subscribed and sworn to before me this 15th day of July, 2020

TERESA R. WOLFE
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 12358517
My Commission Expires 06-21-2024 (Seal)

TERESA R. WOLFE
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 12358517
My Commission Expires 06-21-2024

My Commission Expires: 6/21/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calvin Eddy Kappelman Insurance 7001 N. Cherry St., Suite 201 Gladstone MO 64118		CONTACT NAME: Mary Lancaster PHONE (A/C, No. Ext): (816) 453-8584 FAX (A/C, No): (785) 843-1583 E-MAIL ADDRESS: mlancaster@cekinsurance.com	
INSURED Northland Neighborhoods Inc 4420 NE Chouteau Trfy Kansas City MO 64117-1256		INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2051814933**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACPGLA07200648871	06/07/2020	06/07/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPGLA07200648871	06/07/2020	06/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ACPCAA7290648871	06/07/2020	06/07/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			ACPWCA7200648871	06/07/2020	06/07/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Gladstone 7010 North Holmes Street Gladstone MO 64118	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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RESOLUTION NO. R-20-37

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM SHAWNEE MISSION FORD, SHAWNEE, KANSAS, FOR THE PURCHASE OF ONE (1) 2020 FORD EXPEDITION SUV FOR THE TOTAL PURCHASE AMOUNT OF \$37,503.00.

WHEREAS, the Mid America Council of Public Procurement (MACPP), has published notification of bids ("Metropolitan Joint Vehicle Bid") and Shawnee Mission Ford, Shawnee, Kansas, submitted a bid with the lowest cost for purchasing of vehicles, it is recommended that the City accept the contract price and purchase one (1) 2021 Ford Expedition SUV Vehicle from Shawnee Mission Ford, Shawnee, Kansas.

WHEREAS, the 2021 Fiscal Year Budget included funds for the purchase of one (1) SUV vehicle in the General Fund for use in the Public Safety Department as a Fire/EMS Command Vehicle.

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 through the MACPP Metropolitan Joint Vehicle Bid from Shawnee Mission Ford for the purchase amount of \$37,503.00.

1 – 2020 Ford Expedition SUV Vehicle TOTAL COST: \$37,503.00

FURTHER, THAT, funds for such purpose are authorized from the FY 2021 General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 10th DAY OF AUGUST 2020.

Jean B. Moore, Mayor

Attest:

Ruth Bocchino, City Clerk



Request for Council Action

RES ☒ # R-20-37

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/28/2020

Department: Public Safety

Meeting Date Requested: 8/10/2020

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

Subject: Resolution to purchase one Ford Expedition SUV from Shawnee Mission Ford.

Background: The 2021 General Fund Budget includes funding for the purchase of one (1) Fire/EMS Command Vehicle. Shawnee Mission Ford is approved vendor through the Mid-America Council of Public Procurement for vehicles with the lowest bid.

Budget Discussion: Funds are budgeted in the amount of \$ 42,000.00 from the General Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$N/A

Public/Board/Staff Input: Public Safety Department staff recommends approval of the resolution authorizing the purchase of one police vehicles from Shawnee Mission Ford.

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

Mike Hasty
Department Director/Administrator

PC
City Attorney

BB
Asst. City Manager

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

March 11, 2020

Bill Brier
City of Gladstone

2020 Ford Expedition 4x4 SSV Regular Length (U1G / 102A)

Exterior: Blue Metallic (FT)

Interior: Ebony Cloth Front 40/ no console/40 / Vinyl Rear (LH)

Base Price: \$37,019

Options:

- Cab Steps (18B) \$381
- Reverse Sensors (66R) \$103

Total \$37,503

Thank you for your time and interest.

Sincerely,
Jay Cooper



Government Fleet Sales

RESOLUTION NO. R-20-38

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM SHAWNEE MISSION FORD, SHAWNEE, KANSAS, FOR THE PURCHASE OF TWO (2) 2021 FORD POLICE INTERCEPTOR SUVs FOR THE TOTAL PURCHASE AMOUNT OF \$66,808.00.

WHEREAS, the Mid America Council of Public Procurement (MACPP), has published notification of bids (“Metropolitan Joint Vehicle Bid”) and Shawnee Mission Ford, Shawnee, Kansas, submitted a bid with the lowest cost for purchasing of police vehicles, it is recommended that the City accept the contract price and purchase two (2) 2021 Ford Police Interceptor SUV Police Vehicles from Shawnee Mission Ford, Shawnee, Kansas.

WHEREAS, the 2021 Fiscal Year Budget included funds for the purchase of two (2) police vehicles in the Public Safety Sales Tax (PSST) Fund.

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 through the MACPP Metropolitan Joint Vehicle Bid from Shawnee Mission Ford for the purchase amount of \$33,404.00 for each vehicle and a total purchase amount of \$66,808.00.

2 – 2021 Ford Police Interceptor SUV Police Vehicles TOTAL COST: \$66,808.00

FURTHER, THAT, funds for such purpose are authorized from the FY 2021 Public Safety Sales Tax Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 10th DAY OF AUGUST 2020.

Jean B. Moore, Mayor

Attest:

Ruth Bocchino, City Clerk



Request for Council Action

RES ☒ # R-20-38

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/28/2020

Department: Public Safety

Meeting Date Requested: 8/10/2020

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

Subject: Resolution to purchase two Ford Interceptor SUV Police Vehicles from Shawnee Mission Ford.

Background: The 2021 Public Safety Sales Tax (PSST) Budget includes funding for the purchase of two (2) police vehicles. Shawnee Mission Ford is approved vendor through the Mid-America Council of Public Procurement for police vehicles with the lowest bid.

Budget Discussion: Funds are budgeted in the amount of \$ 88,000.00 from the PSST Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$80,000.00

Public/Board/Staff Input: Public Safety Department staff recommends approval of the resolution authorizing the purchase of two police vehicles from Shawnee Mission Ford.

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

Mike Hasty
Department Director/Administrator

PC
City Attorney

BB
Asst. City Manager

Memo

To: Captain Jeff Self
From: Sgt Bill Brier
CC:
Date: 07/27/2020
Re: Vehicle prices for budget 2020 -2021

The following vehicles will be replaced.

109 2015 Ford Explorer (70,000). We will sell 109.

108 2017 Ford Explorer (86,000 miles). We can make 108 the VIPS vehicle and sell that Escape.

On 7/9/2020, the bid from Shawnee Mission Ford for an Explorer is \$33,404.00. This price includes adding key fobs to each Explorer but they will still be keyed the same. Shawnee Mission Ford is part of the MACPP bidding process. This price matches the MACPP bid. The State bid has an Explorer at \$35,453.00.

The installation cost for the 2 Explorers will be \$6,300.00 for installation and equipment through 911 custom. A cage cost \$2454.33, which will be needed due to the body style change. As we did this year, there is a grant available for the cages which will lower the 911 Custom cost \$2,454.33. The cost of wrapping the vehicles is \$900.00.

The total cost of one vehicle with everything will be around \$41,000.00. The cost with possible approved grants will be around \$39,000.00. We are buying two vehicles around \$82,000.00.

Respectfully submitted



Sgt. Bill Brier

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475003

Contractor: Joe Machens Ford Lincoln

Line Item 16

UNSPSC Code: 25101702

MAKE/MODEL: 2020 Ford Police Interceptor Utility AWD

PRICE: \$33,738.00

EQUIPMENT INCLUDED IN PRICE

ENGINE: 3.3 liter V6 direct injection engine, Gasoline, Heavy duty cooling system, Engine oil cooler
ALL WHEEL DRIVE
TRANSMISSION: Ten (10) speed, Automatic, Heavy duty police calibration, Column mounted gear selector, Transmission oil cooler
STEERING: Heavy duty electric power assist
STEERING WHEEL: Manufacturer's Standard, Tilt required
BRAKES: Heavy duty, Four (4) wheel anti-lock disc brakes, Power booster
SUSPENSION SYSTEM: Independent front and rear suspension
TIRES: Five (four tires plus spare), P255/60R18 BSW, Includes full size spare
WHEELS: Five (5), 18" heavy duty steel wheels, Includes full size spare
WHEEL COVERS: Manufacturers full wheel covers required
CRUISE CONTROL: Factory installed required
AIR CONDITIONING & HEATING: Factory installed air conditioning, Integral heater and defroster
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required
SPEEDOMETER: Police type, Certified for accuracy
RADIO: Manufacturer's Standard AM/FM
BLUETOOTH: Factory installed Bluetooth hands-free device
BACKUP CAMERA: Manufacturer's standard required
REVERSE SENSING: Reverse sensing system required
NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required, Rear power windows must be operable from rear seat as well as from the driver's seat, System must include a rear window lockout switch controllable from the driver's position
GLOBAL LOCK/UNLOCK FEATURE: Door panel switches will lock/unlock all doors and rear lift gate
DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate, Each vehicle keyed differently
REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of four (4) keyless entry key FOBS
DOOR LOCK CYLINDERS: Lift gate key lock cylinder required, Driver door key lock cylinder required
OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting, Heated required

GLASS: Privacy glass required for second row, rear quarter and lift gate
AIR BAGS: Manufacturer's Standard
FRONT SEATS: Heavy duty bucket seats, Designed for police usage, Covered with heavy duty cloth fabric, No center console, 6-way power adjusting driver seat required
REAR SEAT: Heavy duty cloth fabric rear bench seat
FLOOR COVERING: Full carpeting, first and second rows
FLOOR MATS: Manufacturer's carpeted mats required
FRONT LICENSE BRACKET: Manufacturer's standard required
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision, LED spotlight installed
POLICE POWER PIGTAIL: Power pigtail harness required
WIRING: Pre-wiring for grill LED lamp, siren and speaker
COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened
AUXILIARY DOME LAMPS: Factory installed first row overhead red/white auxiliary dome lamp, Factory installed red/white overhead dome lamp in cargo area
POLICE INTERCEPTOR HEADLAMP HOUSINGS: Includes LED wig-wag feature, Pre-drilled holes for side marker police use, Does not include LED installed lights
TAIL LAMP HOUSING PREP PACKAGE: Factory installed tail lamp housing prep package required, Does not include LED installed lights.
POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use
UNDERBODY DEFLECTOR PLATE: Engine and transmission shield
TRAILER RECEIVER: Class III receiver required
COLORS: Standard production solid color exterior and standard interior trim

AVAILABLE OPTIONS
(for line item 16)

Line Item 17 – 3.3 liter Direct Injection Hybrid Engine
\$3,500.00

Line Item 18 – 3.0 liter V6 EcoBoost turbocharged engine
\$4,300.00

Line Item 19 – Black vinyl floor covering
\$20.00
(Deletes carpet and carpeted floor mats)
(credit)

Line Item 20 – Auxiliary air conditioning
\$600.00

Line Item 21 - Standard wheel center caps in lieu of full wheel covers
\$20.00
(credit)

Line Item 22 - 18" painted aluminum wheels in lieu of standard steel wheels. Spare will remain steel
\$510.00

Line Item 23 - Rear camera - on demand. Allows driver to activate rear camera on demand.
\$330.00

Line Item 24 - Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)
\$180.00

Line Item 25 – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 150-180 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 16)

Line Item 25 – Preparation Cost

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

\$1,095.00 per vehicle

Line Item 47 – Delivery Cost

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

\$0.99 per mile not to exceed \$150.00

Vehicles will be delivered from Columbia, Missouri.

PATROL VEHICLES – MODEL YEAR 2019
(Statewide)

Contract Number: CC200475003

Contractor: Joe Machens Ford Lincoln

Line Item 26

UNSPSC Code: 25101702

MAKE/MODEL: 2020 Ford F-150 Responder

PRICE: \$33,716.00

Order Cutoff May 1, 2020
No Rollover

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter EcoBoost
- Four wheel drive
- Ten speed automatic, column mounted gear selector
- 240 amp alternator
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Power assist rack and pinion steering
- Tilt steering wheel
- Independent front and rear suspension.
- Five (5) tires, LT275/65R18 AT (includes full size spare)
- Five (5) 18" machined aluminum wheels (includes full size spare)
- Manufacturer's standard Backup Camera
- Speed Control
- Four (4) door SuperCrew cab with 5.5' box
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer's standard radio
- Reverse sensing system
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 8-way power adjusting driver seat
- Heavy-duty vinyl bench rear seat
- Manufacturer's standard air bags
- Vinyl floor covering
- Front license bracket
- Trailer tow package (class IV hitch; 4-pin/7-pin wiring harness; auxiliary transmission oil cooler; engine oil cooler)
- Trailer Brake Controller
- Standard production solid color exterior and standard interior trim
- Left hand and right hand power adjusting outside rearview mirrors; heated
- Remote keyless entry with a minimum of two (2) fobs

AVAILABLE OPTIONS
(for line item 26)

- Line Item 27** – Delete chrome bumpers, front and rear
(includes fog lamps) **\$150.00**
(credit)
- Line Item 28** – Delete factory installed black platform running boards **\$100.00**
credit
- Line Item 49** – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein
- DELIVERY:** 120-150 days ARO
- WARRANTY:** 3 years or 36,000 miles (bumper to bumper)
5 years or 60,000 miles (drive train)

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

July 9, 2020

Bill Brier
City of Gladstone

2021 Ford Utility PI AWD (K8A)

Exterior: Agate Black (UM)

Interior: Charcoal Cloth Front Vinyl Rear (96)

Base Price: \$32,356

Options:

- Red White Cargo Dome Lamp (17T) \$49
- Keyed Alike 1284X (59B) \$49
- Remote Keyless Entry (55F) \$322
- Wiring Grill Lamp Speaker Siren (60A) \$49
- Rear AC Heater (17A) \$579
- Courtesy Lamps Disable (43D) \$included in base price
- Full Wheel Covers (65L) \$included in base price
- Noise Suppression (60R) \$included in base price
- Unity LED Driver Side Spot Light (51R) \$included in base price
- 3.3L Gas \$standard
- Predrilled Head Lamps \$standard
- Basic Blue Tooth \$standard
- Receiver Hitch \$standard
- Back up Camera Display in Radio \$standard
- Vinyl Floor \$standard

Total \$33,404 @ 2 \$66,808

Additional Options to consider

- Trailer Wiring Harness (52T) \$76
- Heated Mirrors (549) \$58
- Pre Drilled Tail Lamps (86T) \$58

Thank you for your time and interest.

Sincerely,

Jay Cooper

Government Fleet Sales



RESOLUTION NO. 20-39

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM ZOLL MEDICAL CORPORATION, CHELMSFORD, MASSACHUSETTS, FOR THE PURCHASE OF TWO (1) ZOLL ZVENT PORTABLE VENTILATORS FOR THE TOTAL PURCHASE AMOUNT OF \$24,906.05.

WHEREAS, proposals were solicited for the purchase of two portable ventilators, carrying cases, test lung, four-year maintenance agreement with battery replacement, and other related equipment; the proposal from Zoll Medical Corporation is recommended; and

WHEREAS, the City of Gladstone received funds from the United States government as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Medicare Provider Relief Fund to assist with covering expenses related to combating the spread of the Novel Coronavirus known as COVID-19; and

WHEREAS, the purchase of two ventilators on patients with cough, fever, difficulty breathing, and prior to knowing their infectious status would help in reducing the risk of exposure to COVID-19 to paramedics treating patients; and

WHEREAS, the use of ventilators using the Medicare Provider Relief Fund is permissible under the federal program; and

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 from Zoll Medical Corporation for the purchase amount of \$24,906.05.

Two (2) "*Zoll ZVent Portable Ventilators*" - TOTAL COST: \$24,906.05

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 10th DAY OF AUGUST 2020.

Jean B. Moore, Mayor

Ruth Bocchino, City Clerk



Request for Council Action

RES ☒ # R-20-39

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/27/2020

Department: Public Safety

Meeting Date Requested: 8/10/2020

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

Subject: Resolution authorizing the purchase of two (2) Zoll ZVent.

Background: The Medicare Provider Relief Fund provides funding to cover costs in mitigating the spread of the Novel Coronavirus. The portable ventilator will reduce the risk of emergency personnel exposure to COVID-19 while treating patients. The price quote provided by Zoll reflects "Discount Pricing" and "Proposed State Pricing."

Budget Discussion: Funds are budgeted in the amount of \$ 24,906.05 from the OTHER Fund. Ongoing costs are estimated to be \$ N/A annually. Previous years' funding was \$N/A

Public/Board/Staff Input: Public Safety Department staff recommends the approval of the resolution to purchase two Zoll ZVent portable ventilators.

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

Mike Hasty
Department Director/Administrator

PC
City Attorney

BB
Asst. City Manager



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

DATE: July 6, 2020

TO: Scott C. Wingerson, City Manager

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

CC: Dominic Accurso, Director of Finance
Division Chief Sean Daugherty, Fire/EMS Division Commander
File

RE: MEDICARE PROVIDER RELIEF FUNDS

The City of Gladstone received funds from the United States government as a part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Medicare Provider Relief Fund. These funds are distributed to those health care providers who bill Medicare fee-for-service and follows a formula to determine the total funds received. These funds are not part of the CARES Act funding distributed by the Clay County Commission and are allocated for a different purpose.

Director Dominic Accurso has indicated the City of Gladstone has received \$25,134.90 from the Medicare Provider Relief Funds. Division Chief Sean Daugherty has consulted with Director Accurso regarding the appropriate use of these funds and it is their belief these funds could be used for the purchase of two "Zoll ZVent Portable Ventilators." These ventilators would be equipped with Positive End Expiratory Pressure (PEEP) designed to improve oxygenation for the patient as well as Continuous Positive Airway Pressure (CPAP).

The use of these ventilators on patients with cough, fever, difficulty breathing, and prior to knowing their infectious status would help in reducing the risk of exposure to COVID-19 to paramedics treating patients in the field. Should it be determined the purchase of these ventilators would meet the specific criteria for use of Medicare Provider Relief Funds, I recommend the purchase of these ventilators. The total cost for two ventilators (one for each ambulance) would be \$24,906.05. I have attached a copy of a memorandum from Division Chief Daugherty regarding this request as well as price quote from Zoll Medical Corporation for the ventilators. Please advise if you need further information.



***Department of Public Safety
Fire/EMS
Memorandum 20-35SCD***

DATE: 07/27/2020

TO: Director Mike Hasty

FROM: Division Chief Sean Daugherty

RE: Ventilator Purchase

Director Hasty,

I would like to move forward with the purchase of the Z-Vent portable ventilator/CPAP machine through Zoll. We used their State Bid pricing and their sole source letter for acquiring the quote for the purchase of two ventilators in conjunction with following the city's purchasing policy.. The funds for this would be through the Medicare money that was received by the city earlier in the year. These ventilators would be used to assist in the resuscitation of COVID patients and would be easy to clean and disinfect and get placed back in-service.

Respectfully,

Division Chief Daugherty



*Department of Public Safety
Fire/EMS
Memorandum 20-34SCD*

DATE: 06/26/2020

TO: Director Mike Hasty

FROM: Division Chief Sean Daugherty

RE: Medicare Provider Relief Funds

Directory Hasty,

The city was given through Medicare nearly \$30,000 to use to prevent, prepare for and respond to COVID-19. I would like to use these funds to purchase two ventilators that would also have the capability to do PEEP/CPAP in patients. Since COVID is most dangerous from the respiratory implications I feel this would be a just and advantageous purchase to use the money. The ventilators I am looking at would be around \$10,000 per ambulance and we would also use some funds to purchase the CPAP circuits that would go along with these machines.

Respectfully,

Division Chief Daugherty



TO: **Gladstone Fire/EMS**
7010 N Holmes Street
Gladstone, MO 64118

Attn: **Sean Daugherty**

Tel: 816-423-4080

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 349009 V:1

DATE: July 10, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	8660-001400-01	ZVent Portable Ventilator, Basic. Unit Consisting of: 1ea- Circuit, Vent, Single Limb, WYE, Adult/Pedi 1ea- Circuit, Vent, Single Limb, WYE, Infant 1ea- Assembly Oxygen Hose 6" Long 2ea - Filter, Foam, Inlet, 1.08" dia. X 1/2" Long, Individually Bagged 2ea- Filter, Disk, Fresh Gas/Emergency. Air Intake, Individually Bagged 1ea - Power Cord, 6". 18AWG 3 SPT-2, NEMA 5- 15P, IEC60320-C5 (Check MFR) 1 ea -Power Supply, 100-240 VAC, 100W, 24V, 4.2A, IEC 320 & DT7L Plugs.	2	\$12,495.00	\$9,996.00	\$19,992.00 *
2	703-0731-27	Carry Case (white), Eagle II	2	\$395.00	\$335.75	\$671.50 *
3	820-0106-15	Adult Disposable Circuit, Disposable Circuit, EMV+, AEV, Eagle II, 6 foot length, Single patient use, (case of 15)	1	\$224.25	\$190.62	\$190.62 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/CITC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHITC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Erik Skoog
Vent Territory Manager

1. DELIVERY WILL BE ESTIMATED 180 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com



TO: Gladstone Fire/EMS
7010 N Holmes Street
Gladstone, MO 64118

Attn: Sean Daugherty

Tel: 816-423-4080

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
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FEDERAL ID#: 04-2711626

QUOTATION 349009 V:1

DATE: July 10, 2020

TERMS: Net 30 Days

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FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
4	820-0132-00	Test Lung, plastic/ Silicone	2	\$165.85	\$140.97	\$281.94 *
5	SC-731-PM-4Y	4 Year PM Contract with Battery Replacement	2	\$1,885.00	\$1,885.00	\$3,770.00
*Reflects Discount Pricing.						
*Reflects Proposed State Pricing.						
TOTAL						\$24,906.06

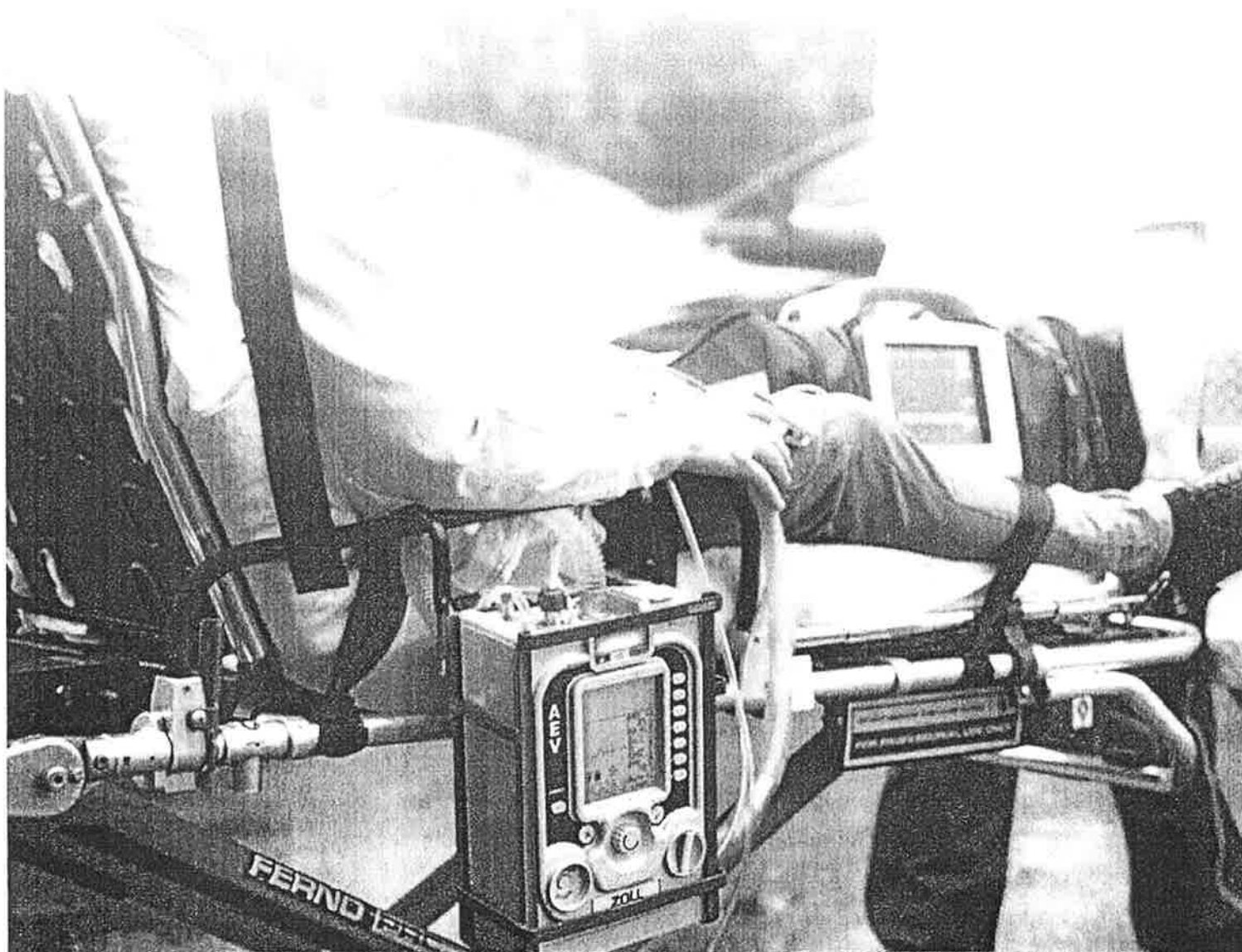
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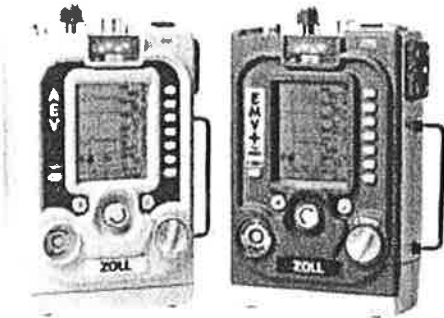
Portable Ventilators

ZOLL



VENTILATION SIMPLIFIED™

THE VENTILATOR DESIGNED



It's easy to see why EMS services view ventilators as critical-care devices. Most were originally designed for hospital use. Other ventilators lack durability because they were adopted from home use.

Designed for EMS, ZOLL ventilators are easy to use, portable, durable, and deliver invasive to non-invasive modes to infants through adults.

EASY TO USE

ZOLL ventilators remove the complications associated with typical portable ventilators. ZOLL's SmartHelp™ System guides medics through alarm resolution with simple on-screen prompts. The Touch, Turn & Confirm interface simplifies use when compared to other portable ventilators.



FOR EMS

Other standard capabilities of ZOLL ventilators reduce complications associated with disposable CPAP sets by continuously monitoring a patient's breathing in non-invasive ventilation modes. Apnea Backup automatically ventilates patients when spontaneous breathing ceases, while Automatic Leak Compensation adjusts flow when an ill-fitting mask is detected.

PORTABLE

ZOLL ventilators are designed to travel with the patient. Weighing just 4.4 kilograms (9.7 pounds), ZOLL ventilators are among the lightest portable ventilators available.

The internal compressor further aids busy medics. With ZOLL ventilators, your staff no longer need to carry oxygen cylinders to operate the device. And in the event that additional oxygen is required, ZOLL ventilators consume 1/3 less oxygen when compared to pneumatically driven devices.

MILITARY-GRADE DURABILITY

With specifications that surpass military standards, ZOLL ventilators are designed to operate in an EMS environment in a way that a hospital or home-use ventilator could never withstand.

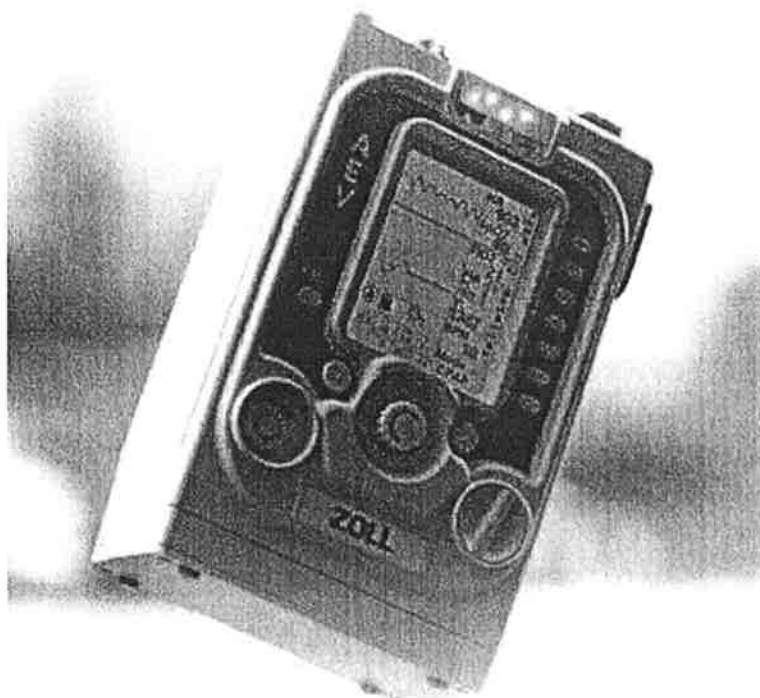
With a military-tested ingress protection rating, ZOLL ventilators are impervious to dust and protected from jetting water. ZOLL ventilators are designed to withstand a 20g impact, ensuring its operation in even the most challenging conditions.

SOLUTIONS FOR DIVERSE PATIENT CONDITIONS

ZOLL ventilators are optimized for treating multiple patient conditions, including infants as small as 5 kilograms. Whether your patient has asthma, COPD, or CHF, ZOLL ventilators deliver the effective treatment.

Both invasive and non-invasive modes are available on ZOLL ventilators. To apply a non-invasive mode, just fit the mask and select CPAP or BL mode. BL mode enables patients to get a head start on the bi-level ventilation that may ultimately be applied at the hospital.





A STANDARD FOR EMS

Like everything else medics carry, ventilators must stand up to the tough physical demands of the EMS environment. With enhanced durability, ZOLL ventilators set the standard for EMS ruggedness.

Parameter	ZOLL Ventilator Rating
Operation Temperature Range	-25° to 49° Celsius (-13° to 120° Fahrenheit)
Ingress Protection—Extreme Dust	Surpasses Mil Standard 810F (Test Method 510.4, Procedure 1)
Ingress Protection—Extreme Rain	Surpasses Mil Standard 810F (Test Method 506.4, Procedure 1)
Crash Testing	20g
Drop Testing (with carry case)	26 drops from 120 centimeters (48 inches) on all surfaces.

*The AEV
delivers the
capabilities
needed for
emergency
response
ground units*



*The EMV+
is optimized
for critical
care and air
transport*



ZOLL PORTABLE VENTILATORS — VENTILATION SIMPLIFIED™

LOWER OPERATING COSTS

If your staff currently employs disposable CPAP sets, ZOLL ventilators can offer a path to lower operating costs. The economical design of ZOLL circuits and masks make it a possibility when providing as few as three treatments per week. Ask your ZOLL representative for more information.

ZOLL MEDICAL CORPORATION

An Asahi Kasei Group Company | 269 Mill Road | Chelmsford, MA 01824 | 978-421-9655 | 800-804-4356 | www.zoll.com

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Printed in U.S.A.
MCN IP 1611 0163

For subsidiary addresses and fax numbers, as well as other global locations, please go to www.zoll.com/contacts.

ZOLL



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: July 31, 2020

Department: Community Development

Meeting Date Requested: Monday, August 10, 2020

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

Subject: Approval of Building Permit

Background: SE Acquisition of KC MO, Inc. | D.W. Newcomer's Sons, Inc., owner(s) of White Chapel Funeral Home, located at 6600 NE Antioch Road, submitted an application and plans for the construction of a new funeral home. Their intentions are to demolish the existing structure and construct a new structure. The new structure will be constructed where the existing structure is currently located. The existing structure is a two (2) story structure; the new structure will be a single story structure.

Staff has reviewed the construction plans and find that they are in compliance with our City's Codes and Regulations pertaining to construction and site design. The site plan was submitted to the Planning Commission at their June 15, 2020 meeting, which was approved unanimously; and subsequently presented to the City Council at their July 13, 2020 meeting, which was approved unanimously.

Staff recommends approval of the building permit and plans as submitted.

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

Public/Board/Staff Input: See attached Building Permit Staff Report and associated plans.

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

Alan D. Napoli, C.B.O.
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 31, 2020
PERMIT No.: BP-20-00482

GENERAL INFORMATION

BUSINESS/PROPERTY NAME: White Chapel Funeral Home
APPLICANT: WSKF, Inc.
STATUS OF APPLICANT: Architect of record
OWNER: D.W. Newcomer's Sons, Inc.
REQUESTED ACTION: Approval of building permit
PURPOSE: Demolish and construct a new structure
LOCATION: 6600 NE Antioch Road
SIZE: 12,052 Sq. Ft.

ZONING INFORMATION

EXISTING LAND USE: CP-0
SURROUNDING LAND USE-N: CP-0
E: R-1
W: R-1
S: R-1
COMPREHENSIVE PLAN: Mixed Use Neighborhood to Low Density Residential
ZONING HISTORY: Site Plan approved July 13, 2020; Ordinance #4.523.

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

PERMIT DOCUMENTS

PERSPECTIVE:

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SYMBOLS

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I HEREBY CERTIFY THAT THE DOCUMENTS INTENDED TO BE AUTHENTICATED BY MY SEAL ARE LIMITED TO THE COVER AND THOSE SHEETS LISTED UNDER THE ARCHITECTURAL READERSHIP OF THE DRAWING LIST. I HEREBY DISCLAIM RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OF PARTS OF THE ARCHITECTURAL OR ENGINEERING PROJECT.

 7-7-80

PRINCIPAL DATE



Civil Engineer
McCune Engineering Co.
State Certificate of Authority
#2000402353
1700 Swift Street, Suite 100
North Kansas City, MO 64116
816-756-0444

Structural Engineer
McCune Engineering Co.
State Certificate of Authority
#2000402353
11031 Strang Loop Road
Lenexa, KS 66215
913-868-7800

MEP Engineer
PCME Engineers
State Certificate of Authority
#E-2002020086
13300 W. 10th Street
Lenexa, KS 66215
913-692-2460

Landscapes Architect
McCune Engineering Co.
State Certificate of Authority
#E-18037526
1700 Swift Street, Suite 100
North Kansas City, MO 64116
816-756-0444

JOB NUMBER 19091

WHITE CHAPEL FUNERAL HOME
6600 NE ANTIOCH ROAD
GLADSTONE, MO 64119
D.W. NEWCOMER'S SONS, INC.



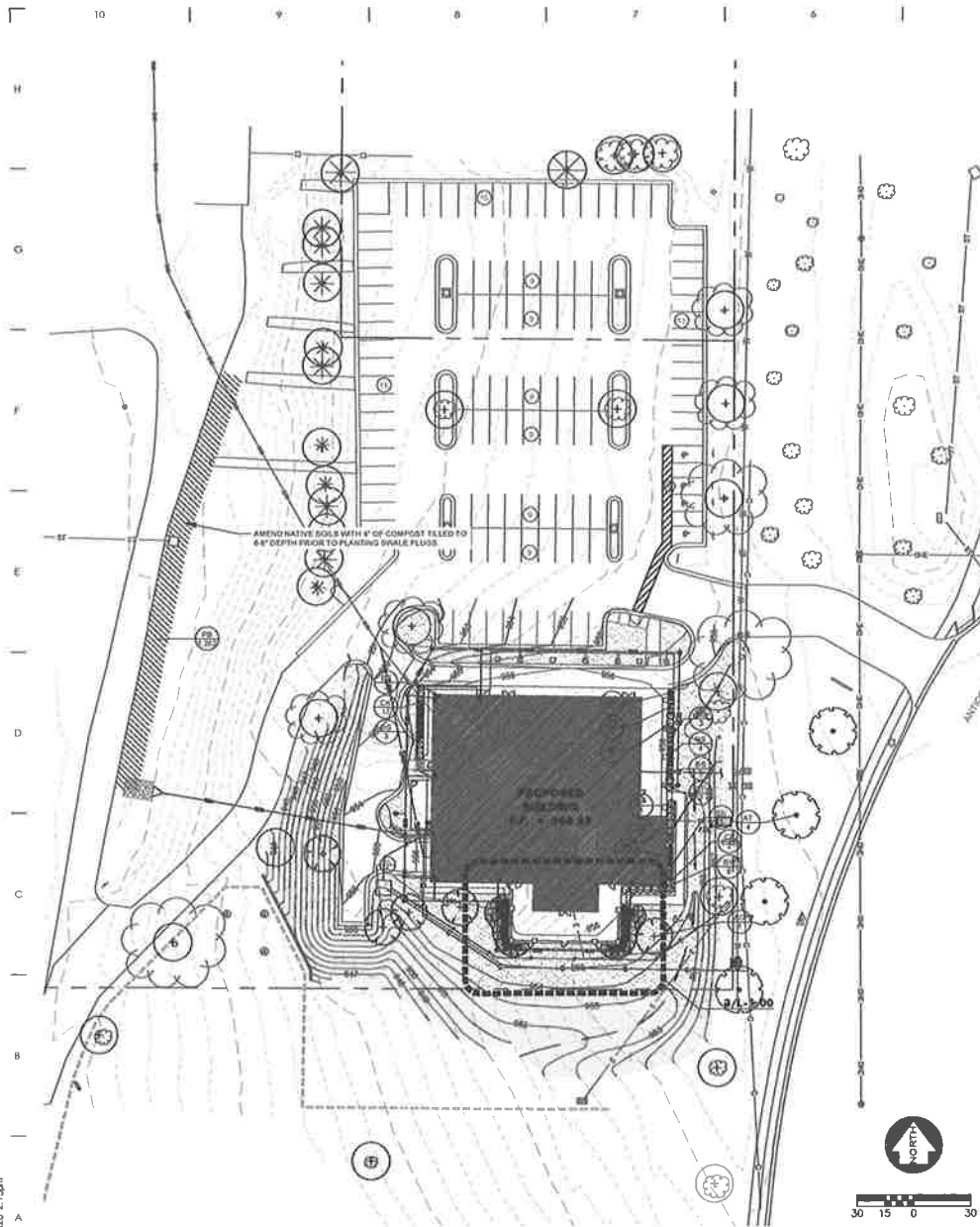
Project Name	5/15/2007
Job Description	Code

WSET, Inc. © 2009

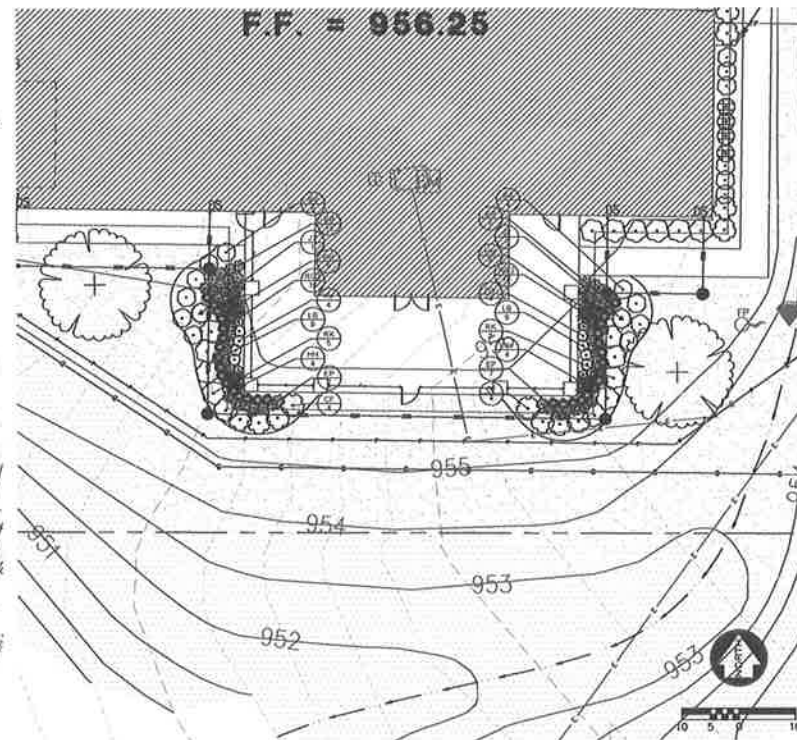
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1 OVERALL LANDSCAPE PLAN
r = 30'



3 LANDSCAPE ENLARGEMENT

PLANT SCHEDULE (SEE FULL SCHEDULE ON L-2.00)

TREES	
AT	BOTANICAL COMMON NAME Acer rubrum "Cockspur" (Cockspur Yellow Bird Maple)
AV	Asteroides grandiflora "Autumn Splendor" (Autumn Splendor)
EN	Easterling to Roshar
	Juniperus horizontalis "Taylor" / Taylor Eastern Redcedar
SHRUBS	
BS	Baccharis myrsinites "Fountain" (Fountain Broom)
CS	Cornus amomum "Forsyth" (Forsyth Yellow Dogwood)
PC	Psychotria maritima "Blue Bird" (Blue Bird)
PK	Rosa "Rhapsody" (Rhapsody Knock Out Yellow Rose)
ANNUALS/PERENNIALS	
AP	Asplenium platyneuron "Blue Bird" (Blue Bird)
IN	Impatiens "Heavenly Tears" (Heavenly Tears)
IN4	Impatiens "Coral Heart" (Coral Heart)
IN5	Impatiens "Big Blue" (Big Blue)
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Cad Engineer:
AA: China Engineering Co.
Shenyang City, Office of Authority
#200003323
10211 Sheng Yu Road
Jiamusi, Heilong #2715
933,888,7000

Struct Steel Engineer:
AA: China Engineering Co.
Shenyang City, Office of Authority
#200003323
10211 Sheng Yu Road
Jiamusi, Heilong #2715
933,888,7000

AEI Engineer:
F&E Engineers, LLC
Missouri Certificate of Authority
#E-000000004
12000 N. Ninth Street
Independence, MO #2715
1, 913,342,2600

Construction Architect:
McKern Engineering Co.
Shenyang City, Office of Authority
#200003323
10211 Sheng Yu Road, Jiamusi
Jiamusi Heilong C.P. #2715 #4114
814-754,6444

JOB NUMBER 19091

WHITE CHAPEL

3600 NE ANTIOCH ROAD
GLADSTONE, MO 64119

CITIZENS UNITED RESOURCES, LLC

[illegible]

WPI, Inc. © 2009

OVERALL
LANDSCAPE PLAN

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D.W. NEWCOMER'S SONS, INC.





CITY OF GLADSTONE MISSOURI

Financial Report for 12 Months Ending June 30, 2020

Preface

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

Staff has had an opportunity to analyze the sales tax information data in from April, May, and June (February, March, and April sales tax) to identify any patterns that may emerge. Sales tax received on a cash basis is 2% or \$90,000 over fiscal year 2019. During our year end analysis, we noticed that same store sales tax may have decreased over the last half of the year. This analysis does not include the new ½ cent sales tax, only the General Fund 1% portion. Use tax has also increased significantly over the fiscal year. We are assuming the increase is partially due to the increase in online sales during the pandemic and new remitters as a result of the Wayfair decision.

Charges for services have also been greatly affected. Social distancing requirements have put a temporary halt to athletic leagues, group activities, classes, and the use of the community center. The negative financial effect has been partially mitigated by postponing activities or closing locations reducing expenses. Calls for emergency medical services have been lower than normal during the last half of the fiscal year causing a decrease in revenue of \$150,000. Athletic leagues and Crafts are also \$105,000 less than the previous year. Revenue from senior activities is \$500,000 less than the same time last year (with a corresponding reduction in expenditures). Charges for services and facility rental at the Community center are down 28% from the previous year or \$415,000. Revenue from memberships is down 21% or \$186,000, Natatorium charges are down \$52,000 or 26%, outdoor pool revenue is down \$105,000 (56%) and facility rental is down \$71,600 (29%).

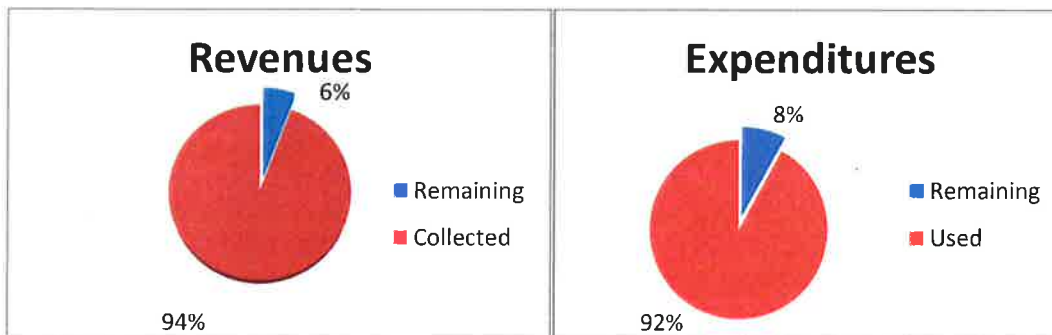
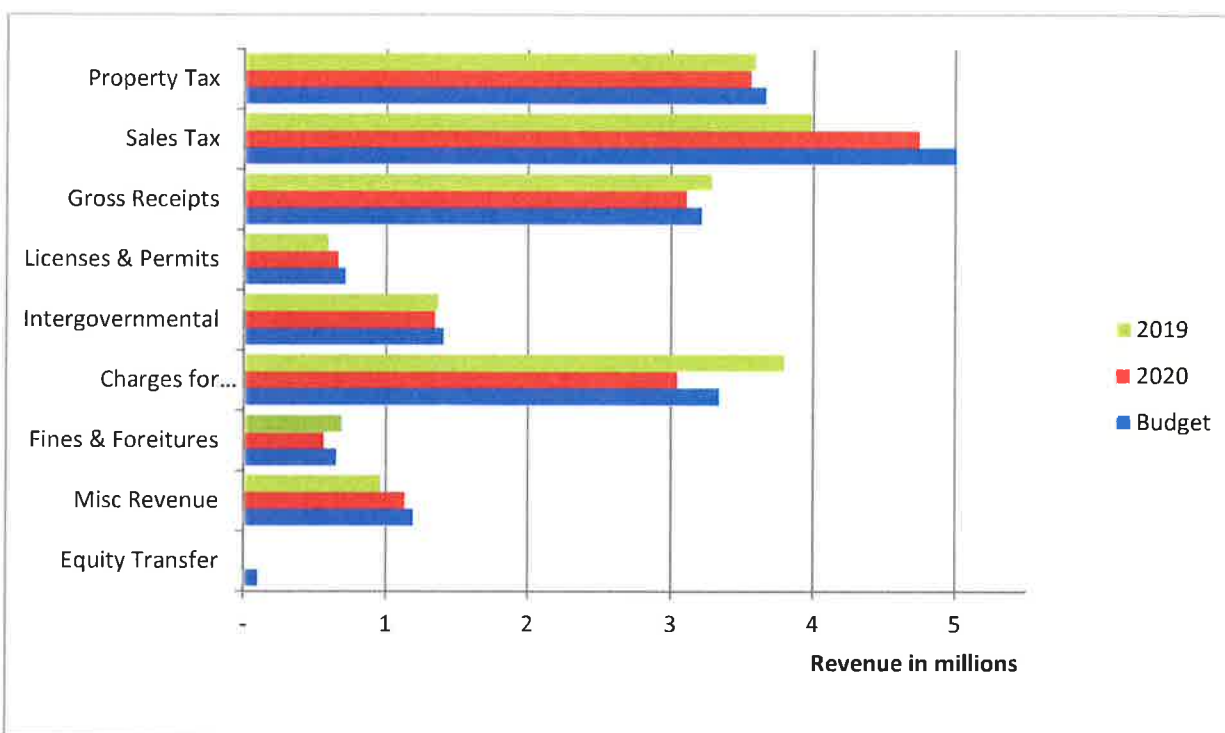
On March 16th the Missouri Supreme Court suspended in person court proceedings until further notice. Court appearances have been continued if an appearance is necessary. Staff has been able to conduct some business online and by phone, but the reduced capacity is noticeable in the financial statements.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

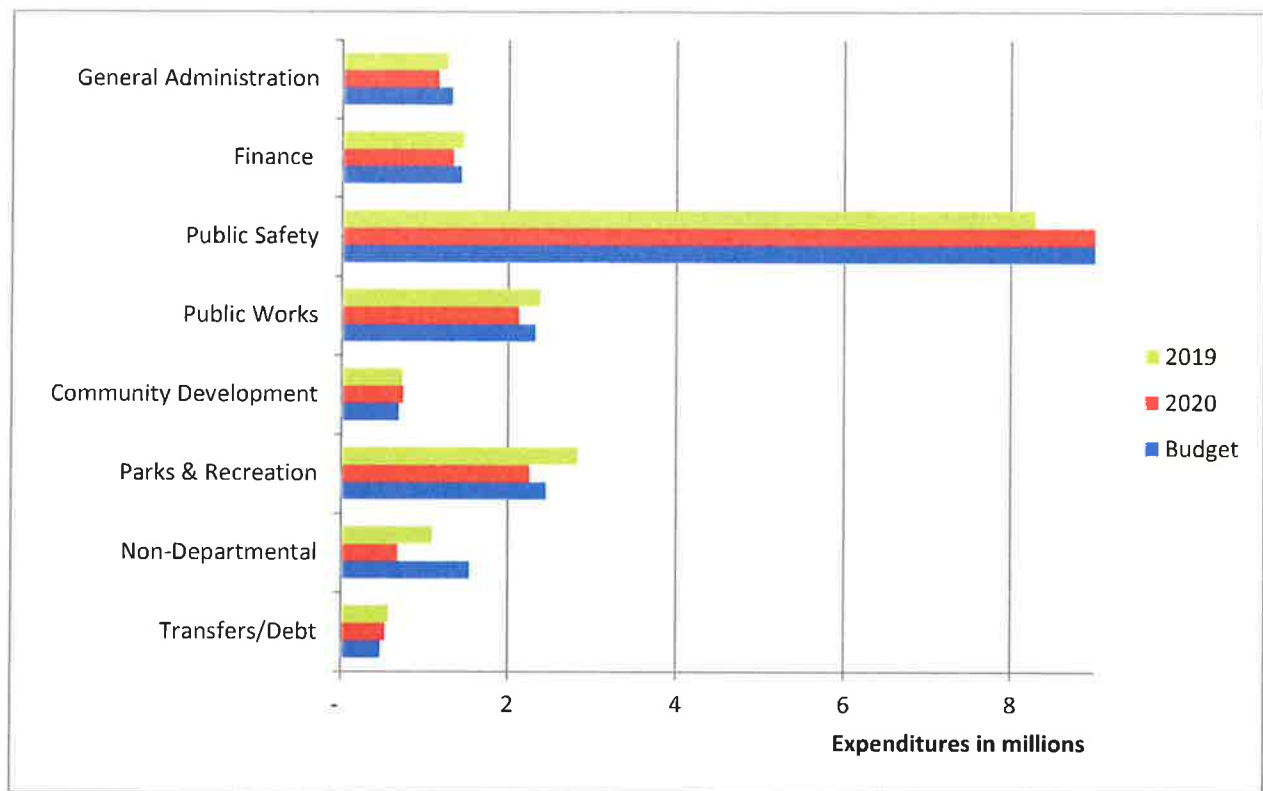
Data is emerging on how the pandemic is effecting the City of Gladstone. Staff will continue to closely monitor revenues and expenses to make any changes needed.

GENERAL FUND

General Fund Revenues

Total revenues for the General Fund through 12 months or 100% of this fiscal year are \$18,167,254 compared to total budgeted revenues for the year of \$19,266,600 or 94% of budgeted revenue. Property tax receipts are \$3,559,273, a decrease of \$33,342 from the same time last year due to a decrease in personal property receipts. Sales tax on a cash basis is \$4,751,424 or \$764,388 over last year. Gross receipts taxes are \$3,110,003, down 5% from last year, mainly due to a decrease in electric, telecom, and wireless gross receipts. License and Permits revenues are \$662,833, up 12% or \$69,128. Intergovernmental revenue has decreased by \$20,429 from the previous year to \$1,341,606. Charges for Services are \$3,045,099, down 20% or \$751,839 compared to the previous year due to senior activities, EMS services and athletic leagues. Fines and Forfeitures have decreased 18% from the same time last year to \$565,426. Miscellaneous Revenue is \$1,131,591, up 17% due to inter-fund transfers.

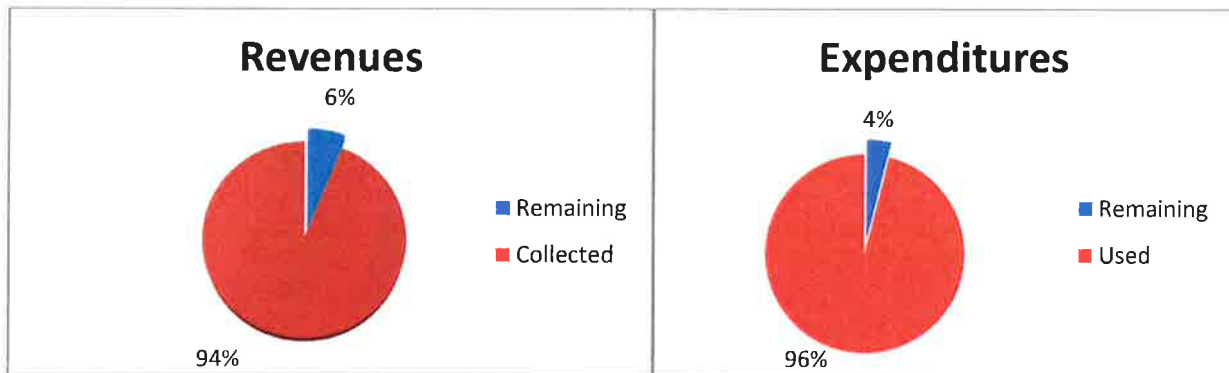
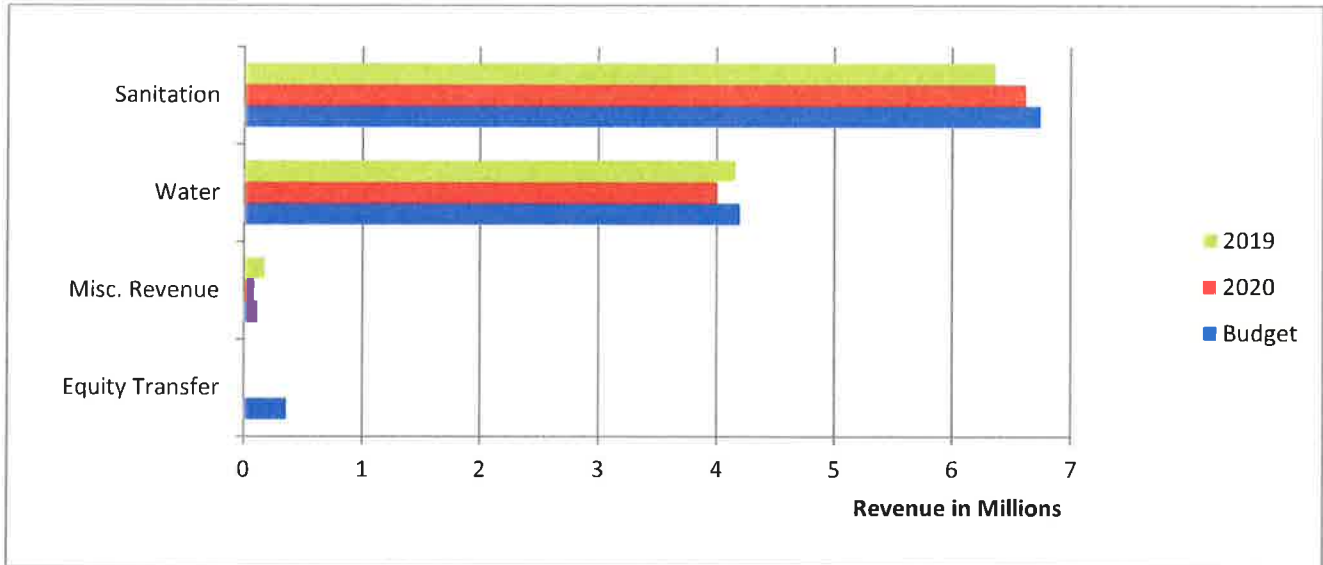




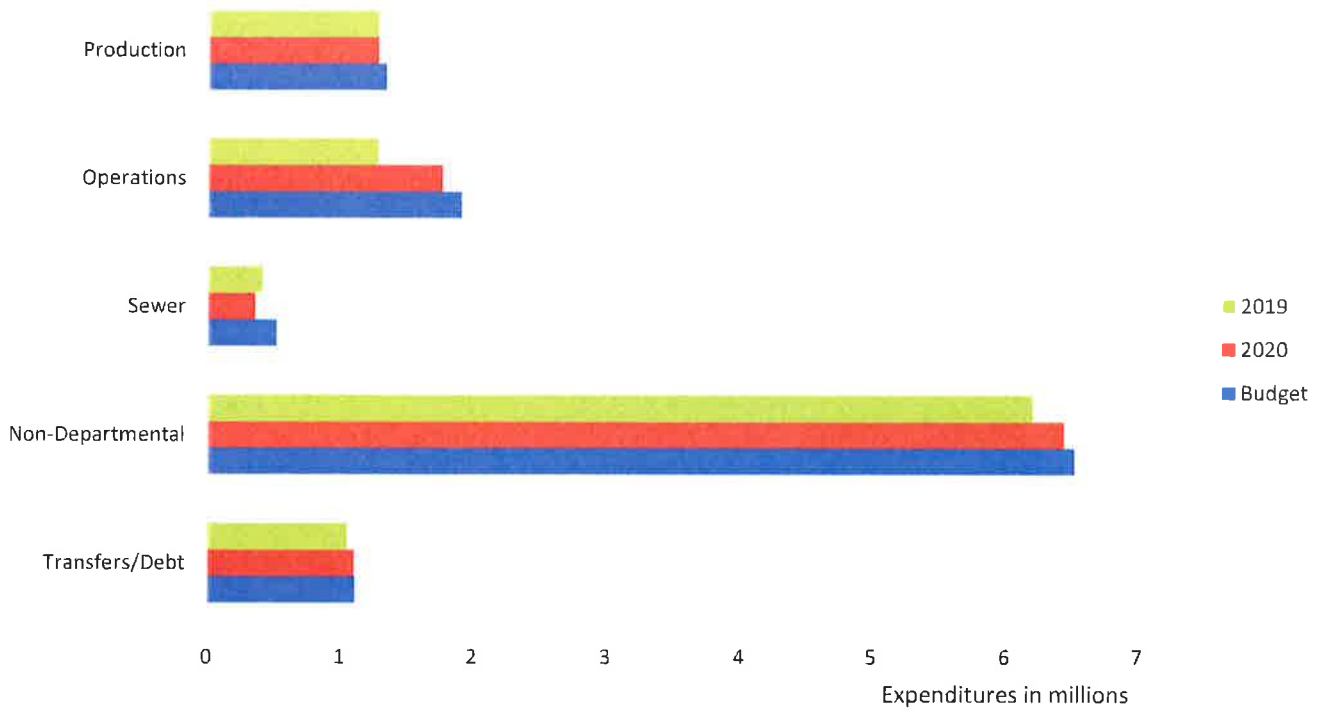
Expenditures through 12 months or 100% of this fiscal year amounted to \$17,842,882 or 92% of FY20 budgeted expenditures of \$19,232,570. This indicates that actual expenditures are 4% or \$794,075 less than last year's expenditures of \$18,636,957. General Administration expenditures decreased \$106,553 or 8% from last year for a total of \$1,152,735 due to contractual payments and changes in personnel. Finance expenditures are down \$127,600 to \$1,335,218 due to vacant positions and purchase of equipment during the previous fiscal year. Public Safety expenditures are \$9,004,321, up \$709,249 or 9% due to positions being filled and increased personnel costs. Public Works expenditures are \$2,131,850 or 11% less than the prior year due to vacant positions, changes in personnel and capital purchases in the prior year. Community Development expenditures are \$744,682, an increase of 2% or \$11,802 due to changes in personnel and property abatement. Parks & Recreation expenditures are \$2,259,953, down 20% or \$570,682 from the same time last year due to decreases in Senior Activities. Non-Departmental expenses are 38% less than the previous year at \$680,803 due to the purchase of property during the previous fiscal year. Transfers and debt have decreased \$42,603 to \$533,320. Current revenues are greater than current expenditures in the amount of \$324,372. **Both revenue and expenditure numbers are not final year end amounts. These amounts will be subject to receivable, payable, depreciation, and accrual adjustments.**

COMBINED WATER AND SEWERAGE SYSTEM FUND

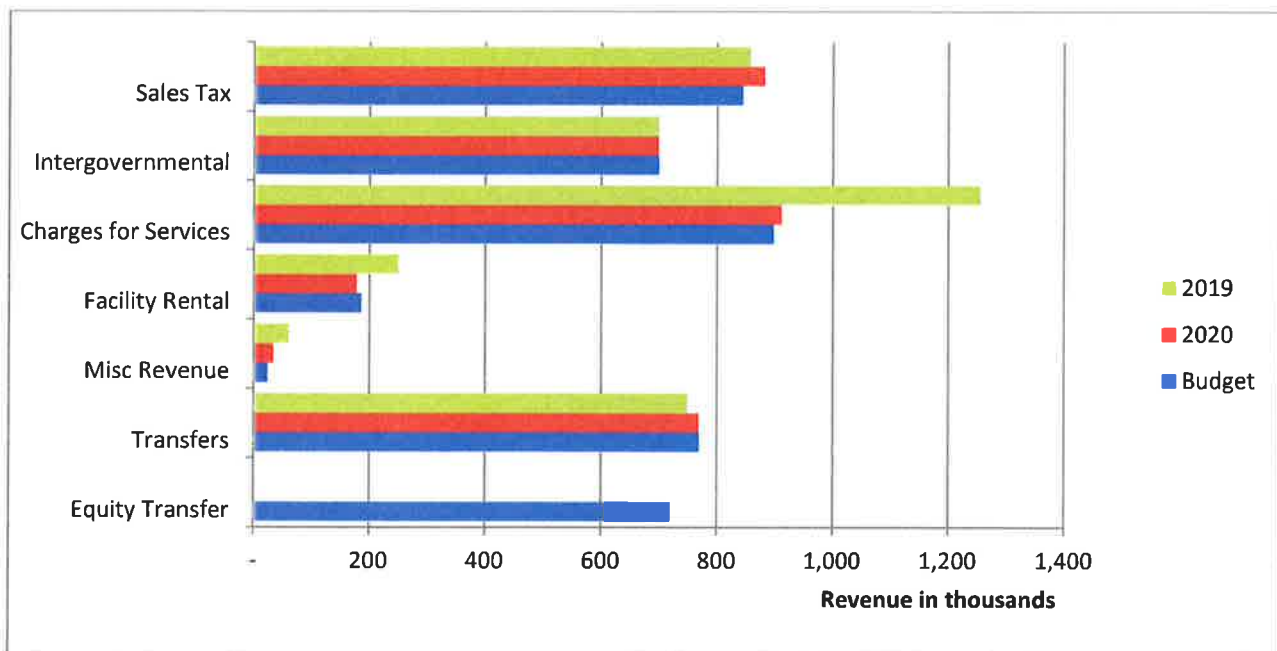
Total budgeted revenues for the fiscal year are \$11,422,243. Total revenues through 12 months or 100% of this fiscal year, amounted to \$10,726,516 or 94% of FY20 budgeted revenues. Revenues are up less than 1% or \$21,896 from last year due to decreased water and sewer consumption.

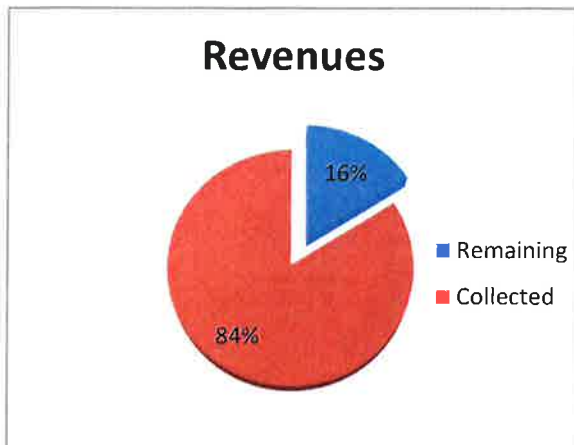


Total budgeted expenses for the fiscal year are \$11,422,243. Total expenses through 12 months or 100% of this fiscal year amounted to \$10,972,044 or 96% of FY20 budgeted expenses. Production expenditures are down \$2,731 to \$1,281,759. Operations division expenditures are \$1,769,688, up \$485,976 due to accelerated water line replacements. Sewer division expenditures have decreased \$55,708 to \$360,889 due to changes in personnel. Non-departmental expenditures are \$6,450,367, up 4% due to the increase in sewer charges paid to Kansas City. Transfers and debt are up \$53,742 due to a transfer to assist with street repairs. Current expenditures exceed current revenues by \$245,528 (does not include equity transfer of \$362,338). **Both revenue and expenditure numbers are not final year end amounts. These amounts will be subject to receivable, payable, depreciation, and accrual adjustments.**

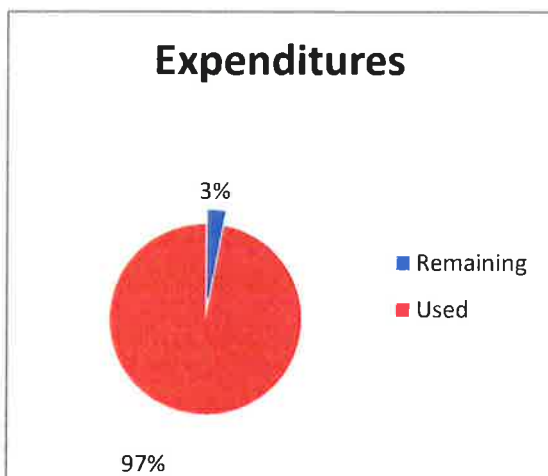
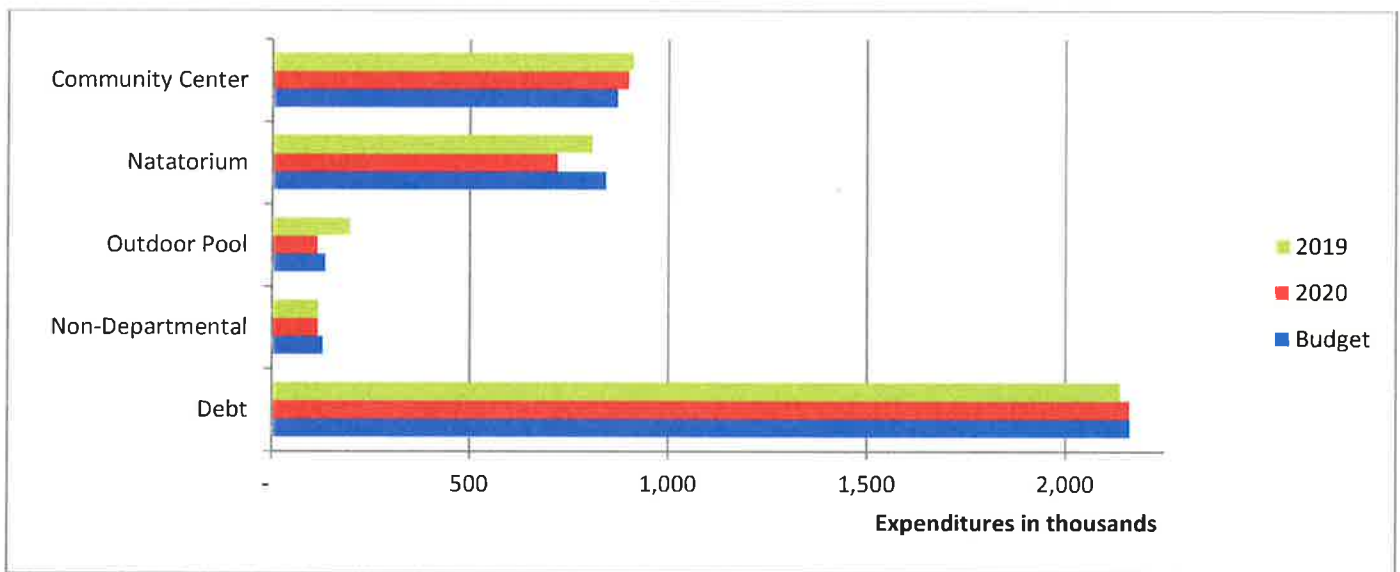


COMMUNITY CENTER AND PARKS TAX FUND



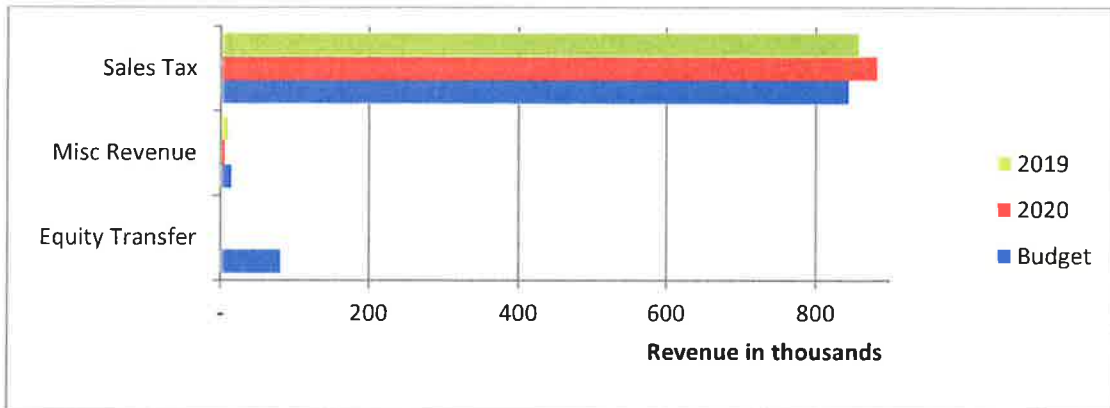


Total budgeted revenues for the fiscal year are \$4,139,891. Total revenues through 12 months or 100% of this fiscal year, amounted to \$3,476,662 or 84% of FY20 budgeted revenues. Sales tax received is \$882,302, up 3% from the previous year. Intergovernmental revenue is \$700,000. Charges for Service are \$911,737, down 27% or \$343,823. Revenue from facility rental is down 29% or \$71,643 to \$178,570. Miscellaneous revenue is \$34,153, down \$27,176 from prior year. Transfers are \$769,900, an increase of \$20,400 or 3% over the previous year. Equity transfer was increased to \$718,330 to offset the anticipated decrease in revenue.

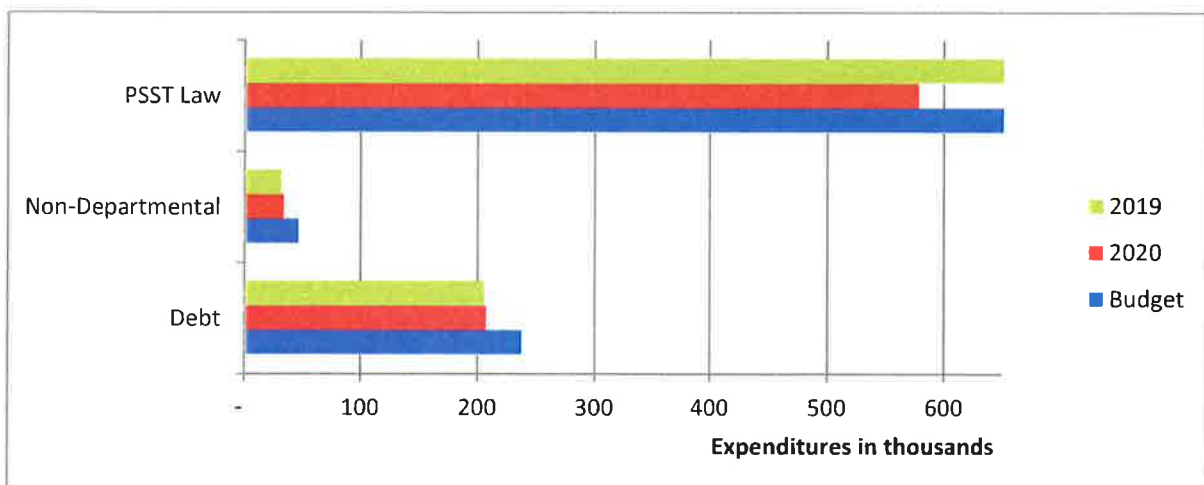
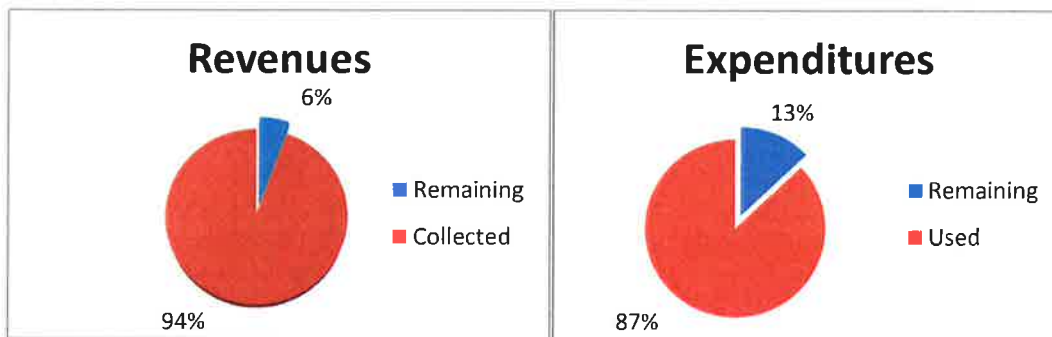


Total budgeted expenditures for the fiscal year are \$4,133,628. Total expenses through 12 months or 100% of this fiscal year, amounted to \$4,011,880 or 97% of FY20 budgeted expenses. Community Center expenses have decreased 1% from the same time last year to \$897,919. The Natatorium expenses are \$718,456, down 87,618 from the same time last year Outdoor Pool expenses are \$116,658 below the previous year. Non-departmental and debt are comparable to the prior year. Current expenses exceed current revenues by \$535,217. **Both revenue and expenditure numbers are not final year end amounts. These amounts will be subject to receivable, payable, depreciation, and accrual adjustments.**

PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$940,228. Total revenues through 12 months or 100% of this fiscal year amounted to \$887,741 or 94% of FY20 budgeted revenues. Sales tax on a cash basis is up 3%. Miscellaneous revenue has decreased from the prior year due to the sale of assets and interest income. Total revenue does not include budgeted equity transfer of \$81,553.



Total budgeted expenditures for the fiscal year are \$940,228. Total expenses through 12 months or 100% of this fiscal year are \$818,951 or 87% of the FY20 budgeted expenses. Law division is down 11% due to the timing of capital purchases. Non-Departmental is \$33,433, compared to \$31,484 during the previous year. Payments for debt are 207,485, \$1,373 more than the prior year. **Current revenues exceed current expenditures by \$68,789. Both revenue and expenditure numbers are not final year end amounts. These amounts will be subject to receivable, payable, depreciation, and accrual adjustments.**

Respectfully submitted,

A handwritten signature in black ink that reads "Dominic Accurso". The signature is written in a cursive style with a large, stylized initial "D".

Dominic Accurso
Director of Finance

RESOLUTION R-20-40

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH CONFLUENCE, INCORPORATED, IN THE AMOUNT OF \$55,043.00 FOR THE ARCHITECTURAL DESIGN AND PLANNING OF DOWNTOWN STREET AND PARKING IMPROVEMENTS IN THE AREA OF NORTHEAST 70TH STREET BETWEEN NORTH OAK TRAFFICWAY AND NORTH CHERRY IN GLADSTONE, MISSOURI.

WHEREAS, the accomplishment of the work and services described in this Agreement are necessary and essential to complete the street and parking improvements in the area of Northeast 70th Street between North Oak Trafficway and North Cherry in downtown Gladstone, Missouri; and

WHEREAS, the City Council has identified this project as essential and part of the 2020 COP Bond package; and

WHEREAS, City staff solicited Requests For Qualifications from multiple vendors and after a review process, selected Confluence, Incorporated, as the most qualified provider of the services requested; and

WHEREAS, the City desires to engage Confluence, Incorporated, to render professional services for the project described in this Agreement.

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 Confluence, Incorporated, for work outlined in the contract for a total amount of \$55,043.00 to develop an architectural design and construction plan for downtown street and parking improvements in the area of Northeast 70th Street between North Oak Trafficway and North Cherry in Gladstone, MO.

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

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10TH DAY OF AUGUST 2020.

Jean B. Moore, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-20-40

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/28/2020

Department: General Administration

Meeting Date Requested: 8/10/2020

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

Subject: A Resolution authorizing the City Manager to execute a professional services contract with Confluence, Inc. in the amount of \$55,043.00 for the architectural design and planning of downtown street and parking improvements in the area of Northeast 70th Street between North Oak Trafficway and North Cherry.

Background: Improving the downtown streetscape and adding available parking stalls has been identified as one of the projects included in the 2020 COP Bond package. To expedite this project, it has been determined that completing the design and planning phase at this time will allow the construction phase to move forward quickly following the issuance of the bonds. Confluence, Inc. was selected by City staff after soliciting Requests for Qualifications from multiple vendors.

Budget Discussion: Funds are budgeted in the amount of \$ 55,043.00 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

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

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

Bob Baer

Department Director/Administrator

City Attorney

City Manager

MASTER AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT is entered into between the City of Gladstone, Missouri (Owner) and Confluence, Inc. (CONFLUENCE), for the following reasons:

1. The City of Gladstone, Missouri wishes to improve the functionality, aesthetic character, and sense of arrival along the North Oak Corridor while also improving and expanding the existing parking and pedestrian environment within the Downtown District (the Project); and,
2. Owner requires certain design services in connection with the Project (the Services); and,
3. CONFLUENCE is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and CONFLUENCE agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be August 27, 2020.

ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit "A". Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. In the event of an inconsistency between the terms of any Task Order and the terms of this Agreement, the terms of this Agreement shall prevail.

ARTICLE 3 - SCOPE OF SERVICES

CONFLUENCE shall provide the Services described in Article 2 (Scope of Services) of each Task Order.

ARTICLE 4 - SCHEDULE

CONFLUENCE shall exercise its reasonable efforts to perform those Services within the time frame set forth in Article 4 (Schedule) of each Task Order.

ARTICLE 5 - PAYMENT

Client shall be invoiced as professional services are completed and reported at CONFLUENCE's option, either monthly or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay CONFLUENCE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. CONFLUENCE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein CONFLUENCE waives any rights to a mechanics' lien, or any provision conditioning CONFLUENCE's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that CONFLUENCE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of CONFLUENCE from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.

ARTICLE 6 - LATE PAYMENTS

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of CONFLUENCE, in the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Article 7 (Owner's Responsibilities) of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE:

- (a) Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by CONFLUENCE to perform its Services.
- (b) Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that affects the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE.
- (c) Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

ARTICLE 8 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 9 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and CONFLUENCE'S fee for the Services, and in consideration of the promises contained in this Agreement, Owner and CONFLUENCE agree to allocate and limit such liabilities in accordance with this Article. Indemnification. CONFLUENCE agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by CONFLUENCE's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or

concurrent negligence of CONFLUENCE and Owner, they shall be borne by each party in proportion to its own negligence. Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of CONFLUENCE and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by CONFLUENCE for Task Orders completed under this Agreement.

Consequential Damages. To the fullest extent permitted by law, CONFLUENCE shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 10 - INSURANCE

CONFLUENCE shall keep and maintain its current insurance policies, including professional liability insurance and comprehensive general liability insurance, for the duration of the project. If Client desires additional insurance, CONFLUENCE shall use its best efforts to obtain the additional insurance, but Client shall reimburse CONFLUENCE for any additional premium or other related costs that CONFLUENCE thereby incurs. Client will use its best efforts to ensure that the construction contractor(s) name CONFLUENCE as an additional insured on their comprehensive general liability insurance policies and agree to indemnify Client and CONFLUENCE in language reasonably satisfactory to both Client and CONFLUENCE.

CONFLUENCE shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner and CONFLUENCE as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and CONFLUENCE, each to the same extent.

CONFLUENCE and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in any construction related to the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and CONFLUENCE to the same extent.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITY

CONFLUENCE shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONFLUENCE, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses, and preparation of right of way and easement acquisition documents for adjacent private property required for any construction unless such procurement responsibilities are specifically assigned to CONFLUENCE in a Task Order.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Because CONFLUENCE has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONFLUENCE's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as professionals. CONFLUENCE does not guarantee that proposals, bids, or actual Project costs will not vary from CONFLUENCE's cost estimates or that actual schedules will not vary from CONFLUENCE's projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by CONFLUENCE pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONFLUENCE for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to CONFLUENCE. Owner shall indemnify and hold harmless CONFLUENCE and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONFLUENCE to additional compensation at rates to be agreed upon by Owner and CONFLUENCE.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, construction documents, drawings, and specifications prepared by CONFLUENCE and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that CONFLUENCE shall have the unrestricted right to their use. CONFLUENCE shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONFLUENCE.

ARTICLE 15 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to CONFLUENCE. CONFLUENCE shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay CONFLUENCE for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to CONFLUENCE's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither Owner nor CONFLUENCE shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes; lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or CONFLUENCE under this Agreement or any Task Order. CONFLUENCE shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 17 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Owner's Project Manager:

Austin Greer
City of Gladstone / City Hall
7010 North Holmes
Gladstone, Missouri 64118-0719

CONFLUENCE:

Wm. Christopher Cline
417 Delaware
Kansas City, Missouri 64105

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and CONFLUENCE.

ARTICLE 18 - DISPUTES

In the event of a dispute between Owner and CONFLUENCE arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

CONFLUENCE hereby affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONFLUENCE's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

CONFLUENCE further affirms completion of and maintenance of a current Affirmative Action Plan as required by City of Kansas City, Missouri regulations.

ARTICLE 20 - WAIVER

A waiver by either Owner or CONFLUENCE of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 21 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 22 - INTEGRATION

This Agreement, including Exhibit "A" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Owner and CONFLUENCE. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

Owner and CONFLUENCE each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 24 - ASSIGNMENT

Neither Owner nor CONFLUENCE shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONFLUENCE may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONFLUENCE from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 25 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and CONFLUENCE. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and CONFLUENCE.

ARTICLE 26 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, Owner and CONFLUENCE have executed this Agreement.

City of Gladstone, Missouri
(Owner)

By: _____

Name: _____

Title: _____

Date: _____

Confluence, Inc.
(CONFLUENCE)

By:  _____

Name: Wm. Christopher Cline

Title: Sr. Vice President / Sr. Principal

Date: July 27, 2020

EXHIBIT "A"

TASK ORDER NO. 1

This Task Order is made as of this ~~27th~~ day of ~~July~~ **2020**, under the terms and conditions established in the MASTER AGREEMENT FOR DESIGN + PLANNING SERVICES, dated ~~August~~ **2020** (the Agreement), between the City of Gladstone, Missouri (Owner) and Confluence, Inc. (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

CONFLUENCE will provide professional landscape architecture and urban design services for the Downtown Gladstone District toward the development of expanded parking opportunities, new streetscape enhancements, landscape plantings, site furnishings, lighting improvements and District identification/wayfinding directional signage. The project will include preliminary design, final design/construction documents, and construction administration assistance.

ARTICLE 1 – DESIGN TEAM

CONFLUENCE will subcontract with the following subconsultants (together with CONFLUENCE referred as the Design Team) in order to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services:

Downtown Gladstone Civil Engineer/Surveyor:	Wilson + Company Engineers
North Oak Corridor Civil Engineer:	WSP, Inc. (future scope of services and fees to be determined)

For the purposes of this scope of services, these subconsultants will be engaged in the creation of these plans with a focus on efficiently providing their respective expertise and recommendations as part of the design team.

ARTICLE 2 – SCOPE OF SERVICES

The following proposed scope of services is based on our understanding of the project program and the project area as defined in the program study completed by Confluence in late 2019. CONFLUENCE will provide Preliminary Design through Construction Administration Assistance for the following streetscape area and components:

- Project limits are as defined in the enclosed Confluence conceptual design study.
- Further develop the design for reconfigured on-street parking.
- Develop and detail proposed streetscape improvements – including lighting types and locations, walkways, site furnishings and landscape.
- Coordinate our work with a civil engineering consultant. Civil engineer to provide surveying and preliminary and final design drawings. Civil engineer does not have construction administration included in this Task Order and would be an additional service.

Task One: Preliminary Design

- 1.1 CONFLUENCE will attend a meeting with the Design Team and the Owner to review initial project programming information and coordinate efforts in performing identified tasks associated with the project. This initial meeting should also provide CONFLUENCE with additional information regarding the Owner's goals and thoughts for development of the project.
- 1.2 The Owner will provide CONFLUENCE with copies of existing plans, maps, diagrams, facility development program, property survey information, aerial photography, mapping of existing topography and infrastructure serving the site, and other appropriate background information for use as base information.
- 1.3 CONFLUENCE will visit the site and surrounding area to review and document existing conditions, and to identify site features and contextual relationships that may impact the proposed conceptual design alternatives.
- 1.4 CONFLUENCE will develop two to three (2-3) conceptual site plan alternatives for the Owner's review and consideration.
- 1.5 CONFLUENCE will develop a plan and create a series of conceptual design drawings and illustrations, including site, landscape plans, , streetscape elements, precedent images to graphically illustrate and communicate the proposed design concepts and ideas.
- 1.6 CONFLUENCE will collaborate with City staff, the design team (including the Civil Engineering Consultant) and others to evaluate concepts and their successful integration with the surrounding context.
- 1.7 CONFLUENCE will attend meetings with the design team and the Owner to review the conceptual design information, discuss ideas for potential modifications and additions to the design recommendations, and to coordinate efforts for the subsequent work tasks.
- 1.8 CONFLUENCE will collaborate with the design team to prepare an opinion of probable construction costs for the preferred concept. We will meet with the design team and the Owner at the completion of this task to review the drawings and opinions of probable costs, and to discuss preferences and refinements to incorporate as the design process moves forward.

- 1.9 Wilson + Company will review concepts and perform a review of the concept layout provided by Confluence. Items reviewed will include storm sewer impacts, sidewalk/handicap ramp layouts, intersection geometrics, etc. Confluence will revise the site layout based on comments.
 - 1.10 Wilson + Company will develop a typical sections to be used for the design based on the Concept layout and City recommendations.
 - Pavement type
 - Pavement thickness
 - Subgrade treatment (if required)
 - Lane widths
 - Sidewalk Locations
 - 1.11 Wilson + Company will develop the horizontal and vertical alignments for the proposed street reconstruction utilizing the existing curb and gutter where practical.
 - 1.12 Wilson + Company will develop the underground storm drainage system utilizing as much of the existing system as possible. Drainage calculations will not be performed. The intent will be to provide a system that provides an equivalent level of service to exiting.
 - 1.13 Wilson + Company will prepare an electrical design for the street light layout and fixtures that will be provided by Confluence.
 - 1.14 Wilson + Company will develop the pavement marking and traffic signing layout and details in accordance with the latest adopted MUTCD and City requirements.
 - 1.15 Wilson + Company will include provisions in the bid documents to require the contractor to develop and submit a traffic control plan, including signage and detours in accordance with the latest adopted MUTCD. It is assumed that the road will be closed during construction.
 - 1.16 Wilson + Company will include provisions in the bid documents to require the contractor to develop and submit an erosion control plan for the proposed improvements. The extent of the contractor's drawings should identify the general design for placement of silt fencing, wattles, sedimentation basins, and other erosion control measures during construction activities.
 - 1.17 Wilson + Company will prepare cross sections at 25-foot intervals. Additional cross sections will be provided at entrances, side streets, and locations of critical interest to depict cuts, fills, or special features.
 - 1.18 Wilson + Company will develop the following plan sheets will be prepared for the Preliminary plan submittal.
 - General Layout Sheet
 - Typical Section Sheets
 - Control and Reference Ties Sheet
 - Plan and Profile Sheets
 - Storm Sewer Plan and Profile Sheets
 - Retaining Wall Profile Sheets
 - Permanent Pavement Marking and Signing Sheets
 - Intersection Details Including Sidewalk Ramp Layouts
 - Cross Sections
 - 1.19 Wilson + Company will provide Confluence Opinion of Probable Construction Cost using City standard bid items and recent bid tabs in conjunction with local cost information provided by the City.
- Meetings: This task includes attendance at up to six (6) meetings and/or teleconferences for Confluence and 3 meetings by Wilson + Company.

Task Two: Final Design

- 2.1 Utilizing input received during the previous review meetings, CONFLUENCE and Wilson + Company will prepare the following Final Design plans:
 - Site Plan
 - Landscape Plan
 - Site and Landscape Details
 - General Layout Sheet
 - Typical Section Sheets

- Control and Reference Ties Sheet
 - Plan and Profile Sheets
 - Storm Sewer Plan and Profile Sheets
 - Retaining Wall Profile Sheets
 - Permanent Pavement Marking and Signing Sheets
 - Intersection Details Including Sidewalk Ramp Layouts
 - Cross Sections
 - Specifications
- 2.2 CONFLUENCE will attend up to two coordination meetings during this task with the design team, the Owner, and/or others as directed to address, refine, and incorporate various components of the final development plan documents.
- 2.3 CONFLUENCE will collaborate with the design team and to prepare an opinion of probable construction costs for these site plans and proposed streetscape improvements.
- 2.4 Wilson + Company will prepare specifications for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.

Meetings: This task includes attendance at up to 2 meetings and/or teleconferences by Confluence and 2 meetings by Wilson + Company.

Task Three: Bidding and Permitting

- 3.1 CONFLUENCE to submit permit drawings for City Codes review. The Owner is to provide all front-end documents associated with bidding the project.
- 3.2 CONFLUENCE to respond to City Code comments and re-submit plans for final approval. The Owner will bid the project, including all advertising and other procedures and requirements associated with obtaining public construction bids for the project.
- 3.3 CONFLUENCE to attend one pre-bid meeting and assist the Owner in addressing bidders' site and landscape questions.
- 3.4 CONFLUENCE will assist the Owner in reviewing and evaluating received bids with the design team, and will assist the Owner in making a recommendation on a preferred bidder.

Meetings: This task includes attendance at up to three (3) meetings and/or teleconferences by Confluence.

Task Four: Data Collection and Surveying

- 4.1 Wilson + Company will contact utility companies through the One-Call system and as supplemented by the City for those utility companies not associated with the One-Call system. Utilities will be horizontally field located according to field marks by the utility companies or by a One-Call locator. In addition to the private utilities located through One-Call, storm and sanitary sewer structures will be located. The inflow/outflow elevations for storm and sanitary sewer structures will be located along with the size and type of structure and the size and type of the conduit entering and leaving the structure.
- 4.2 Topographic Field Survey: Perform a limited field survey to include the intersections that require handicap ramp replacement, along with areas of the curb, sidewalk, and parking area construction. Intersection surveys will include pavement, curb, sidewalks, street signs, light poles and any other features that may impact the design. The survey will be tied to the State Plane coordinate system to align with the City's GIS data.
- 4.3 Property Survey: This scope of services does not include any research of plats nor surveying of existing property corners to develop an existing property map with right-of-way, property, and lot lines. It is anticipated the City will negotiate any access agreements with adjacent property owners for the design/construction of these improvements, and no easement documents will be prepared as part of this contract.

Task Five: Additional Meetings, Coordination and Design Revisions

- 5.1 CONFLUENCE will provide additional coordination efforts, attend additional meetings, and prepare additional revisions and design assignments to benefit the project area on an hourly rate basis as directed by the Owner.
- 5.2 Any services directed by the City and provided under this task will utilize the hourly rates identified in Exhibit "B", as attached and incorporated as part of this agreement by reference.
- 5.3 As requested, CONFLUENCE can prepare estimates for any additional services requested or directed by the City as needed in advance of providing these services.

Exclusions (to be provided by others as needed):

Any work requested that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:

- Any Irrigation Plans and Specifications
- Changes in the scope, extent, or character of the project.
- Revisions to the plans when inconsistent with previous approvals or instructions by the City.
- Updating plans to reflect development that has occurred after the Final Plans are complete.
- No environmental investigations, permits or services are included.
- Preparation of any environmental clearance documents.
- Utility coordination, other than what is required for street light electrical service, is not included.
- Full property survey or setting of new property corners if they are missing is not required.
- Flagging of the existing right-of-way.
- Preparation of property acquisition documents.
- Printing and review of bidding documents.
- Structural design for any project elements, including retaining walls, is not included.
- Geotechnical investigations/reports is not included.
- Construction administration services by Wilson + Company and Confluence is not included at this time – as it is anticipated that City of Gladstone staff will provide the primary construction administration services for the project. Confluence and Wilson + Company anticipate the possibility of providing limited construction administration assistance related to review of streetscape shop drawings and related submittals and provide occasional site reviews as part of a future phase of work – but this additional scope and fee will need to be determined and approved by the City of Gladstone at a later time prior to conducting any of these services.
- Property Line/Right-of-Way Survey and Plat Research
- Traffic Control Drawings
- Erosion Control Drawings

ARTICLE 3 – ADDITIONAL SERVICES

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Additional focus group meetings for specific populations
2. Additional steering committee meetings
3. Additional revisions to plans or graphics
4. Additional utility design/coordination
5. Additional 3-D renderings and illustrations of the proposed improvements
6. Construction Administration Assistance

ARTICLE 4 – SCHEDULE

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will work diligently to provide the scope of services according to an anticipated project schedule to be developed along with the Owner's input during the project initiation meeting. CONFLUENCE anticipates completion of the services outlined in Task Order No. 1 on a date to be mutually agreed upon by both parties – with construction anticipated in Summer 2020. The Owner and CONFLUENCE agree to amend the project schedule if necessary, to accommodate unplanned delays in review by the Owner and/or other project partners/stakeholders, and for any other extenuating circumstances that are beyond the control of CONFLUENCE.

ARTICLE 5 – FEES AND EXPENSES

The Owner will compensate CONFLUENCE on a lump sum fee basis according to the following fee schedule. The Client will compensate Confluence on an hourly rate basis as directed by the Client for any Task 6 services utilizing the hourly rates listed in 'Exhibit B'. If the nature of the scope of services changes or if the lump sum fees outlined herein require an increase, Confluence will notify the Client of the revised scope and/or fee before proceeding with any additional work.

Task 1: Preliminary Design	\$ 25,318.00
Task 2: Final Design	\$ 18,275.00
Task 3: Bidding and Permitting	\$ 2,750.00
Task 4: Data Collection and Survey	\$ 8,700.00
<u>Task 5: Additional Meetings, Coordination and Design Revisions</u>	<u>\$ (hourly as directed)</u>
Total Proposed Fees (Not Including Task 5 or Reimbursable Expenses):	\$ 55,043.00

Reimbursable expenses, including travel and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = \$ 500.00

If the project is suspended for more than three (3) months, or abandoned in whole or in part, CONFLUENCE shall be paid their compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

ADDITIONAL SERVICES FEES

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services

BILLING SCHEDULE

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

ARTICLE 6 – EXCLUSIONS

1. This scope of services does not include a topographic or boundary line survey.
2. This scope of services does not include printing of bid packages.
3. This scope of services does not include Civil Engineering, Surveying, Geotechnical, or any other service not specifically outlined. These services are anticipated to be provided by others as needed - either as a direct contract with the City or through a subsequent contract amendment to this agreement as determined by the Owner.

ARTICLE 7 – OWNER'S RESPONSIBILITIES

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, topographic survey data, utility information, property ownership lines, easements, specifications or any other data relative to the design or construction of the Project.
3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
6. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.

8. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
9. Owner to provide project manual front-end specification documents for bidding and construction.
10. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in conjunction with this Project.
11. Fees for services of special consultants (Civil Engineer, Structural, Geotechnical, Soils, Hydraulic, etc.) if required beyond the Scope of Services proposed herein, shall be paid for by the Owner.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

ARTICLE 8 – PROJECT ASSUMPTIONS

The following is a list of assumptions CONFLUENCE has made in preparation of this Agreement.

1. The City of Gladstone will provide prior construction plan documents for the park as well as any base data they have at their disposal.
2. The City of Gladstone will provide any meeting facilities for all events and meetings identified.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

City of Gladstone, Missouri
(Owner)

By: _____

Name: _____

Title: _____

Date: _____

Confluence, Inc.
(CONFLUENCE)

By:  _____

Name: Wm. Christopher Cline

Title: Sr. Vice President / Sr. Principal

Date: July 27, 2020

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY TO PROVIDE PUBLIC TRANSPORTATION SERVICES AND PROPERTY MANAGEMENT ASSISTANCE FOR THE PERIOD OF JULY 1, 2020, THROUGH DECEMBER 31, 2020.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined that entering into a contract with Kansas City Area Transportation Authority (KCATA) for the retention of public transportation to serve Gladstone residents during the period of July 1, 2020, through December 31, 2020, will benefit the city; and

WHEREAS, the cost of public transit and property management services to be provided by KCATA to the residents of the City of Gladstone, Missouri, is estimated to be \$41,566.00; and

WHEREAS, the total obligation of public transit services to the City of Gladstone is estimated to be \$26,076.00; and

WHEREAS, the cost of management services provided by the KCATA to regularly maintain the transit stops amenities is estimated to be \$10,490.00; and

WHEREAS, the City of Gladstone is participating in the KCATA implementation plan for the North Oak Fast and Frequent Transit Service.

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

THAT, the City Manager is hereby authorized to execute the contract with Kansas City Area Transportation Authority for public transit services within Gladstone at a cost not to exceed \$26,978.00.

FURTHER, THAT, the City Manager is authorized to execute additional contract services for the property management services for a total cost not to exceed \$10,490.00.

FURTHER, THAT, the City Manager is authorized to execute additional contract services for the North Oak Trafficway implementation plan for the Fast and Frequent Service Transit Service at a cost not to exceed \$5,000.000.

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

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10TH DAY OF AUGUST 2020.

Jean B. Moore, Mayor

Attest:

Ruth E. Bocchino, City Clerk

First Reading: August 10, 2020

Second Reading: August 10, 2020



Request for Council Action

RES ☐#

BILL ☒# 20-25

ORD # 4.525

Date: 8-5-20

Department: Community Development

Meeting Date Requested: 8-10-20

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

Subject: Approval of a Resolution for a contract between the City of Gladstone and Kansas City Area Transportation Authority for ongoing transit services and maintenance assistance.

Background: The Kansas City Area Transportation Authority (KCATA) operates six (6) routes through the City of Gladstone. The cost of these services has drastically dropped due to COVID-19 reducing the ridership. Therefore, the City and KCATA agreed to a six (6) month contract; July 1, 2020, through December 31, 2020. Staff and KCATA will bring forward a second contract for January 1, 2021, through June 30, 2021; which may have revised costs dependent upon ridership increase, and routes return to normal. The cost of services for this contract is \$36,452.00. After all subsidies, the City's share is \$26,076.00. The property management services cost related to the regular maintenance of the shelters and amenities is \$10,490.00. Total cost for the July 1, 2020, through December 31, 2020, contract and transit service and management assistance is \$36,566.00.

In addition to the local share and property management, the City and KCATA have agreed to a project holder of \$5,000.00 for implementation of the North Oak Fast and Frequent Transit Service. COVID-19 has slowed down on moving forward; but the implementation and transit plan is still viable. I have attached the study for City Council review.

The total cost with local share, property management and project holder is \$41,566.00.

The 2020-2020 Transit Service is comprised of the following cost and credit components:

Service Cost	\$36,453.00
Estimated Passenger Revenue	(\$2,750.00)
Estimated Total Deficit	\$33,703.00
Federal – Preventative Maintenance (PM)	(\$8,003.00)
State of Missouri	(\$330.00)
Local Operating Contribution	\$2,536.00
Local Capital Contribution	\$707.00
Total Local Share	\$26,076.00

The 2019-2020 Bus Stop Maintenance is comprised of the following costs and credit components:

Cleaning and Inspection Items	Stops	Annual Occurrences	Rate Per Occurrence	Annual Cost
Transit stop cleaning – weekly <i>Combined rate for cleaning all four stops</i>	N/A	26	\$286.44	\$7,448.00
Trash removal – weekly	12	26	\$8.04	\$2,509.00
Semi-Annual in depth electrical inspection	2	1	\$97.50	\$195.00
Electrical inspection and maintenance – monthly at 2 stops	2	5	\$33.80	\$338.00
Total annual bus stop maintenance cost:				\$10,490.00

Budget Discussion: Funds are budgeted in the amount of \$122,238.00 from the TST Fund. Ongoing costs are estimated to be \$ 128,350.00 annually. Previous years' funding was \$122,238.00

Public/Board/Staff Input: See attached Resolution and Contract.

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

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

PC
City Attorney

BB
Asst. City Manager

**City of Gladstone – Six-Month Contract
July 1, 2020 – December 31, 2020**

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A Contract for Transit Service and Management Assistance

GLADSTONE, MISSOURI

THIS CONTRACT entered into this ____ day of _____, 2020 by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the “KCATA”), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and the **CITY OF GLADSTONE, MISSOURI** (hereinafter referred to as the “Community”).

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District (hereinafter referred to as the “District”), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens, and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, generally described in amounts and, more specifically, by the formula set forth in Attachment “A” adopted in January 1976, modified in August 1977, revised in January 1983, and in December 1997.

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

A.) Public Mass Transit Services

1. The Community requests public transportation services (hereinafter referred to as “Contract Service”), set forth in Attachment “B.” be operated by the KCATA for the period July 1, 2020, through December 31, 2020.
2. The level of service, as generally set forth in Attachment “B.” shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment “A” attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.

**City of Gladstone – Six-Month Contract
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4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$26,076**. This estimate is based on the following components of cost and revenue to be applied to the Agreement:

Service Cost	\$ 36,452
Passenger Revenue	<u>\$ (2,750)</u>
Estimated Total Deficit	\$ 33,702
Federal Preventative Maintenance	\$ (8,003)
State of Missouri	<u>\$ (330)</u>
Local Operating Contribution	\$ 25,369
Local Capital Contribution	<u>\$ 707</u>
Total Local Share	\$ 26,076

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for public transit service shall be the sum of **\$26,076**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA shall require payment of less than the Local share, or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
- a. The Community's monthly Local Share will be one-sixth of the Community's portion of the estimated total deficit amount for the twelve-month period.
 - b. The KCATA will invoice the community for 100% of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit 100% of the monthly Local Share by the first of the month service will be provided.
 - c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b." The report will detail Local Share, and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c" will not be prepared until the completion of the KCATA's annual audit.
7. When the estimated total deficit of \$33,702 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this

**City of Gladstone – Six-Month Contract
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Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.

8. If, for any reason, the KCATA is unable to obtain the federal or state assistance (the Federal and State Share), as provided for in Paragraph “4” of this Contract. The Community will be immediately notified, and this Contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA’s obligation to furnish services will terminate.
9. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising therefrom.

B. Contracted Property Management Services

1. The Community has requested, and KCATA has agreed to install passenger amenities at locations (see Attachment “C”) that do not meet KCATA’s policy threshold for deploying such amenities
2. The Community has requested that KCATA clean, maintain, inspect, and repair the installed passenger amenities at these locations.
3. The Community agrees to reimburse the KCATA for the cleaning and inspection costs, as shown in Attachment “C” for the period from July 1, 2020 – December 31, 2020.
4. The fee to be paid by the Community to KCATA for these services is **\$10,490.**
5. The Community will make monthly payments of \$1,748.33 to KCATA for these services. KCATA will invoice the Community for the monthly amount by the 15th of the month preceding the month services will be provided. The Community is required to remit the monthly fee by the first of each month of which services will be provided.
6. Regular stop cleaning and inspection services will consist of the following:
 - a. Power washing the panels and dome tops of the passenger shelters inside and out, washing any information kiosks and cleaning of glass or 21 acrylic panels.
 - b. Remove any debris within the area of the transit stop.
 - c. Emptying all litter containers and relining said containers with new plastic bags.
 - d. Removal of graffiti on the shelter, benches, kiosks, and the area surrounding the transit stop. Inspection and safety monitoring of electrical and lighting services.
5. For repair of damaged stop or amenities, replacement of damaged shelter panels or other components or any other special maintenance required, KCATA will request prior

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approval from the Community for repairs or other work projected to be in excess of \$500, unless repair constitutes a safety hazard requiring immediate action to correct. The Community agrees to reimburse the KCATA for the actual cost of the approved repair work and KCATA administration based on invoices submitted to the Community.

6. This Agreement shall be for an initial one-year term that shall be automatically renewed for an additional four successive one-year terms at the above-stipulated rates until terminated. Either party may terminate this Agreement by giving notice to the other party no less than thirty days prior to the July 1 renewal date. In addition, either party may terminate this Agreement upon thirty days' written notice for just cause. Upon such termination, the terminating party shall remit to the non-terminating party its share of costs then due and owing.
7. This Agreement may be modified at any time with the concurrence of both parties.

C. Total Community Funding Obligation

2020, Q3-Q4 Public Mass Transit Service	\$26,076
Contracted Property Management Services	\$10,490
North Oak Project Holder	<u>\$ 5,000</u>
Total	\$41,566

FOR THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
David Bower, Chairman

Date: _____

FOR THE CITY OF GLADSTONE

By: _____

Date: _____

Name and Title: Scott Wingerson, City Manager

Attachments

Attachment A: Revenue and Cost Allocation Procedures
Attachment B: Contract Service
Attachment C: Bus Stop Maintenance

ATTACHMENT “A”

REVENUE AND COST ALLOCATION PROCEDURES

Operating Expense and Revenue

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passenger ratios, as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits based on scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used

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(Large, Small, or RideKC Flex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small, or RideKC Flex) in the proportion of route miles per type of bus to total system miles for the same type of bus.

C. Indirect Operating Expenses - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or RideKC Flex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

D. Estimated Net Income or Loss - Intra-City Routes - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

E. Allocation of Net Income or Loss on Inter-City Routes.

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated based on operator cost per hour of service multiplied by the actual time operated in each jurisdiction.

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- (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.
 - d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.
- F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities, and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.
- G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E." The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.
- H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expenses, etc.

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ATTACHMENT “B”

CITY OF GLADSTONE

CONTRACT SERVICE

Four fixed routes provide service between Gladstone and downtown Kansas City, Missouri, and one fixed route provides service with an east-west axis traversing the Northland. There is one demand-responsive Flex zone providing service within Gladstone (#299-Gladstone/Antioch RideKC Flex).

The **#201 - North Oak*** route operates between Zona Rosa, Boardwalk Square, Barry Road, North Oak, Burlington, downtown KCMO, and Crown Center. The route runs seven days per week. Weekday service runs 5:01 AM-11:28 PM with hourly off-peak and thirty-minute peak frequency. **COVID schedule - Saturday runs hourly 6:32 AM-11:32 PM. Sunday runs hourly 8:32 AM-11:29 PM.

The **#234 - Boardwalk/Antioch Connector** operates between Boardwalk Center and Antioch Center via Barry Road, Waukomis, Englewood, Vivion, and Antioch. Service is provided hourly from 6:10 AM to 9:40 AM and from 1:45 PM to 6:40 PM weekdays. There are nine eastbound trips and eight westbound daily trips. **COVID schedule – Saturday service schedule

The **#236 - Gladstone Express *** provides rush hour service between Metro-North, Gladstone (via North Troost, 68th, Flora, Englewood, and Antioch), Antioch Center, and downtown KCMO and Crown Center. Service is provided Monday through Friday with three southbound AM trips and three northbound PM trips. **COVID schedule – Saturday service schedule

The **#237 - North Broadway Express *** provides rush hour service connecting New Mark, Gashland, Metro-North, and western Gladstone with downtown KCMO and Crown Center. Service is provided Monday through Friday with three southbound AM trips and three northbound PM trips. **COVID schedule – Saturday service schedule

The **#238 - Meadowbrook *** operates between Maple Woods Community College, Northland Human Services, Gladstone (via MO-1 and N. Prospect), Antioch Center, Briarcliff, North Kansas City, and downtown Kansas City. Service runs hourly from approximately 5:58 AM to 11:33 PM, Monday through Friday. It runs from 6:55 AM to 6:48 PM on Saturday. There are twenty southbound trips and sixteen northbound trips Monday through Friday. There are eleven southbound trips and twelve northbound trips on Saturday. **COVID schedule – Saturday service schedule

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The **#299 – Gladstone/Antioch Flex** * provides a weekday demand responsive service from 8:00 AM to 3:30 PM. The zone boundaries are 72nd Street on the north; Antioch/N. Prospect. Bales, Brighton, and Bennington on the east; Parvin, Chouteau, Vivion, and Englewood Road on the south; Chouteau, N. Troost and N. Broadway on the west.

****COVID schedule** – Weekday service schedule to be operated

Full Fare: \$1.50 - Reduced Fare: \$0.75

* - Gladstone Portion of the route included in the Gladstone service cost

** COVID Schedule – Will operate a Saturday schedule and frequency

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ATTACHMENT “C”

CITY OF GLADSTONE - BUS STOP MAINTENANCE

This Agreement covers 2020, Q3-Q4 maintenance costs for the following transit stops in Gladstone, Missouri:

1. Southbound transit stop at 70th & North Oak (shelter, passenger platform, trash can, electronic kiosk, and cleaning).
2. Northbound transit stop at 70th & North Oak (bench, passenger platform, trash can, electronic kiosk, and cleaning).
3. Southbound transit stop at 72nd & North Prospect (shelter, passenger platform, trash can, and cleaning).
4. Southbound transit stop at North Oak Trafficway & NE 61st Street (passenger platform, bench, trans can, and cleaning).
5. Southbound transit stop at North Prospect (M-1 HWY) at NE 68th Street (passenger platform, bench, trans can, and shelter cleaning).
6. Northbound transit stop at 68th & North Oak (passenger platform, bench, trans can, and cleaning).
7. In addition to the full-service maintenance at the above three stops, KCATA will provide weekly trash and recycling service at four additional local bus stops in Gladstone.
8. If requested by the City of Gladstone, KCATA will provide a bench, a recycling/trash container, and a weekly trash/recycling service at two additional local bus stops in Gladstone. The costs for these will be in keeping with the unit costs in the below table.

The total 2020, Q3-Q4 bus stop maintenance cost for these stops in Gladstone is **\$10,490**, as detailed in the following table. Any new services will be in addition to what is shown in this table.

Cleaning and Inspection Items	Stops	Q3-Q4 Occurrences	Rate Per Occurrence	Annual Cost
Transit stop cleaning - weekly <i>The combined rate for cleaning shelter stops</i>	N/A	26	\$286.44	\$7,448
Trash removal – Weekly	12	26	\$8.04	\$2,509.
Semi-Annual In-Depth Electrical Inspection	2	1	\$97.50	\$195.
Electrical inspection and maintenance – monthly at two shelter locations	2	5	\$33.80	\$338.
Total annual bus stop maintenance cost:				\$10,490

- Electrical power to the two kiosks at 70th and North Oak will be provided by the City and directly billed and paid by the City. KCATA will inspect monthly the electric lines and connections at the 70th and North Oak bus stops and kiosks.

**City of Gladstone – Six-Month Contract
July 1, 2020 – December 31, 2020**

- Required repairs to these items will be billed separately. KCATA will undertake any repairs (other than emergency safety-related repairs needing immediate action) expected to cost more than \$500 only after prior City approval and City funding commitment in keeping with Section B of this Agreement.
- Total maintenance cost does not include the cost of any requested electric line locates, which will be billed to the City at the actual cost of KCATA's contractor (Black and McDonald) and KCATA's administrative expense.

BILL NO 20-26

ORDINANCE NO. 4.526

AN ORDINANCE GRANTING A SPECIAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO CASIE YATES FOR OPERATION OF A HOME HAIR SALON OPERATION ON PROPERTY LOCATED AT 2700 NORTHEAST 68TH TERRACE.

WHEREAS, Pursuant to Section 32-39 of Ordinance No. 2.292, being the Gladstone Zoning Ordinance, public notice was made of a request for a Special Use Permit on property at 2700 Northeast 68th Terrace; and

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

WHEREAS, the Planning Commission of the City of Gladstone did submit its recommendation to the City Council for approval.

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

SECTION 1: That Casie Yates are hereby granted a one-year Special Use Permit for operation of a Home Hair Salon on property located at 2700 Northeast 68th Terrace, the effective date of which shall be the enactment date of this Ordinance and expiring one year from the date of passage of this ordinance, all subject to the following conditions:

1. Casie Yates shall maintain a License as required by the State of Missouri. If for any reason the State of Missouri revokes or suspends the license of Casie Yates, the Special Use Permit shall also be automatically revoked or suspended.
2. This Special Use Permit is to be issued to Casie Yates to be used at this residence only. If she relocates to another residence, she must reapply for another permit. This Special Use Permit is to be non-transferable to another person either living at this residence or at any other location.
3. No person other than Casie Yates shall be employed at this location or any other address in association with the beauty salon operated by Casie Yates.
4. Hours of operation shall not exceed 30 hours per week, and shall not begin earlier than 8:00 a.m. nor end later than 7:00 p.m. on any day.
5. Casie Yates shall reside at this address for this permit to be valid.
6. Casie Yates shall apply for and maintain all applicable State and City business and occupational licenses.
7. All fire safety requirements made by the City of Gladstone Fire Inspector in addition to all fire and other safety requirements for such State License shall be complied with and maintained as required.
8. No structural changes shall be made to the house or property for the purpose of operating the beauty salon. The intent of this requirement is to ensure that the premises shall maintain its residential character throughout the term of the Special Use Permit.

9. This permit is issued in accordance with the submitted site plan of the house provided by Casie Yates in her application for the Special Use Permit. Any false statements in the application or violation of these conditions or other City Code requirements may result in the revocation of this Special Use Permit.
10. No outside storage or signage shall be placed on the property.

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 10TH DAY OF AUGUST, 2020

Jean B. Moore, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk

1st Reading: August 10, 2020

2nd Reading: August 10, 2020

File #2018-015



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 20-26

ORD # 4.526

Date: 7/29/2020

Department: Community Development

Meeting Date Requested: 8/10/2020

Public Hearing: Yes ☒ Date: 8/10/2020

Subject: Yellow House Cuts - Special Use Permit

Background:

The applicant is requesting a One-Year Special Use Permit for a home-based beauty salon at a residential home located at 2700 NE 68th Terrace.

The home based beauty salon will operate on a part-time basis, including the following schedule: Monday, Wednesday, and Friday from 10:00 a.m. to 1:00 p.m.; Tuesday and Thursday from 4:00 p.m. to 7:00 p.m. The salon will have a separate entrance and restroom and there will be no more than two patrons in the salon at one time.

A letter written by Casie Yates detailing her intentions and operations is included 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 Comments – None; Staff Comments – City Staff recommends that the request be approved contingent upon the conditions listed in the staff report; Commissioner Comments – A commissioner asked if we had received any calls or complaints about the proposed special use permit. We did receive a couple of phone calls but once City Staff explained to the residents what the project was, there were no concerns.

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

Austin Greer, Assistant to the City Manager/Planning Administrator

PC

BB

City Attorney

Asst. City Manager

June 6, 2020
2700 NE 68th Terr.
Gladstone, MO 64119

City of Gladstone, Community Development
7010 N Holmes
Gladstone, MO 64118

Re: Home Based Beauty Salon Special Use Permit

Dear Sir or Madam:

The purpose of this letter is to request a Special Use Permit for a home based beauty salon and to describe the property and operation of said salon.

My request is that the salon operate on a part-time basis, including the following schedule: Monday Wednesday Friday 10:00 AM to 1:00 PM, Tuesday Thursday 4:00 PM to 7:00 PM.

I work five part-time days per week. I alternate Wednesday mornings and Saturday mornings weekly to accommodate customers. I will be the only stylist working in my salon and it will be located in an area separate from our living quarters.

The Salon will have a separate entrance and restroom. There will be no more than two patrons in salon at a time. Parking is easily accommodated with our driveway which leads to the separate entrance.

I have a small clientele of which I have known for many years. They are quiet and respectful. I do not wish to place signs or have any sign of my business on the outside of my property.

I would be happy to answer any questions you may have or my neighbors may have. My Cell number is 816-806-8038.

Thank you in advance for your consideration. I look forward to hearing from you regarding this matter.

Sincerely,

Casie Yates

STATEMENT OF COMPLIANCE

FOR

HOME OCCUPATION

Legal operation of a home occupation from or within a residence requires strict adherence to the following regulations:

1. No outdoor storage of materials;
2. No parking of commercial vehicles or commercial ~~drives~~;
3. No patrons or any other evidence of the occupation will be discernible at the perimeter of the property;
4. The occupation will not produce any obnoxious or offensive vibration, noise, odor, dust, smoke or fumes;
5. No signs advertising the occupation ~~may~~ erected on the property;
6. The residential appearance of the dwelling shall not be changed by alterations or additions for business or commercial uses and the business shall not occupy more than twentyfive (25) percent of the total floor area;
7. Such home occupation shall be carried on exclusively by members of the family actually residing in the dwelling, and no persons not residing in such dwelling shall be employed in or assist in such home occupation;
8. The person proposing to conduct a home occupation ~~is~~ ^{shall} be required to obtain a license as required for the business to be conducted;
9. Description of Home Occupation: SALON

I have read and understand the above restrictions and agree to abide by ~~them~~ ^{them}. I understand that violation of these regulations would result in revocation of my license and, therefore, the right to continue a home occupation.

Signed: Carly A Date: 5-26-20
Name of business: YELLOW HOUSE CUTS
Address: 2700 NE 68TH TER GLADSTONE, MO 64119
Telephone number: 816-806-8058 License Number: _____
Witnessed: _____

PLANNING COMMISSION
GLADSTONE, MISSOURI
Gladstone City Council Chambers
Monday, July 20, 2020
7:00 pm

Item 1 on the Agenda: Roll Call.

Present: Mike Ebenroth
JN Hernandez
Alicia Hommon
Gary Markenson
Jennifer McGee, Chair
Katie Middleton, Vice-Chair
Kim Murch
Bill Turnage

Absent: Chase Cookson
Brenda Lowe
James New
Larry Whitton

Council & Staff Present:
Mayor Jean Moore
Bob Baer, Asst. City Manager
Austin Greer, Planning Administrator
Jenny Cisar, Admin. 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 June 15, 2020 minutes.

Chairperson McGee asked if there was a motion to approve the minutes from the June 15, 2020 meeting.

MOTION: By Ms. Hommon, second by Ms. Middleton to approve the June 15, 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 Special Use Permit at 2700 NE 68th Terrace. Applicant: Casie Yates. Owner: Matt Yates. File #2020-007. *The City Council Public Hearing is scheduled for Monday, August 10, 2020.*

Mr. Greer read the staff report. The applicant is requesting a Special Use Permit for a home-based beauty salon at a residential home located at 2700 NE 68th Terrace.

The home based beauty salon will operate on a part-time basis, including the following schedule: Monday, Wednesday, and Friday from 10:00 a.m. to 1:00 p.m.; Tuesday and Thursday from 4:00 p.m. to 7:00 p.m. The salon will have a separate entrance and restroom and there will be no more than two patrons in the salon at one time.

A letter written by Mrs. Casie Yates detailing her intentions and operations is included in your packet.

City Staff recommends that the following conditions be considered if the Planning Commission and City Council approve this one-year Special Use Permit.

1. Casie Yates shall maintain a License as required by the State of Missouri. If for any reason the State of Missouri revokes or suspends the license of Casie Yates, the Special Use Permit shall also be automatically revoked or suspended.
2. This Special Use Permit is to be issued to Casie Yates to be used at this residence only. If she relocates to another residence, she must reapply for another permit. This Special Use Permit is to be non-transferable to another person either living at this residence or at any other location.
3. No person other than Casie Yates shall be employed at this location or any other address in association with the beauty salon operated by Casie Yates.
4. Hours of operation shall not exceed 30 hours per week, and shall not begin earlier than 8:00 a.m. nor end later than 7:00 p.m. on any day.
5. Casie Yates shall reside at this address for this permit to be valid.
6. Casie Yates shall apply for and maintain all applicable State and City business and occupational licenses.
7. All fire safety requirements made by the City of Gladstone Fire Inspector in addition to all fire and other safety requirements for such State License shall be complied with and maintained as required.
8. No structural changes shall be made to the house or property for the purpose of operating the beauty salon. The intent of this requirement is to ensure that the premises shall maintain its residential character throughout the term of the Special Use Permit.
9. This permit is issued in accordance with the submitted site plan of the house provided by Casie Yates in her application for the Special Use Permit. Any false statements in the application or violation of these conditions or other City Code requirements may result in the revocation of this Special Use Permit.
10. No outside storage or signage shall be placed on the property.

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

Chairperson McGee asked if the applicant wished to make a presentation.

Applicant, Mrs. Cassie Yates said she did.

Mrs. Yates stated she is a stylist and that she wanted to open the salon in her house so that it would be more sanitary and a smaller space to allow for fewer people to be in a location at one time. Mrs. Yates also stated that she has a small clientele and will be operating part-time. She

will occasionally need to switch out Wednesdays and Saturdays to accommodate client's scheduling needs. There would never be more than two clients in the salon at one time and that it will be a quiet operation. Mrs. Yates said her clients are quiet and wouldn't be a nuisance to anyone in the neighborhood.

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.

Mr. Markenson: Mr. Greer, have there had been any questions from the neighbors?

Mr. Greer: We've received a few calls asking about the sign but once it was explained to them they didn't have any complaints or further questions.

Mr. Turnage: I live in that neighborhood and there is plenty of parking space there.

The Planning Commission members had no further questions or comments. The public hearing was closed.

MOTION: By Mr. Markenson, second by Ms. Hommon to approve Special Use Permit at 2700 NE 68th Terrace.

Vote:

Mr. Ebenroth	Yes
Mix. Hernandez	Yes
Ms. Hommon	Yes
Mr. Markenson	Yes
Ms. Middleton	Yes
Mr. Murch	Yes
Mr. Turnage	Yes
Chairperson McGee	Yes

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 reported that City Council has heard from the architects regarding the improvements to fire station number two. City Council viewed the plans for the restrooms and concessions at Oak Grove Park. This is a partnership between the City of Gladstone and the North Kansas City School District. When the City first got bids for this project it was far more expensive than anticipated. However, since the school bonds passed and with the North Kansas City Schools partnership the project is now feasible. The Council also approved the site plan for White Chapel Funeral Home and the site plan revision for Hy-Vee Aisles Online.

Due to covid-19 most events at Linden Square have been canceled for the year. Gladfest is also canceled. The community center is open for members to use and the outdoor pool is open by reservation only.

The Atkins Johnson Farm is selling sweet corn and it is available from 11:00 a.m. to 4:00 p.m. Monday through Friday at the Ace Hardware on Antioch Road or the parking lot of Atkins Johnson Farm.

Ms. Middleton asked if the drive-in movies being advertised at Linden Square been cancelled too?

Mayor Moore answered no, City Council decided those would be allowed to continue because fewer people attend those events.

Item 8 on the Agenda: Communications from City Staff.

None

Item 9 on the Agenda: Communications from the Planning Commission Members.

None

Item 10 on the Agenda: Adjournment

Chairperson McGee adjourned the meeting at 7:12 pm.

Respectfully submitted:

Jennifer McGee, Chairperson

Approved as submitted _____

Jenny Cisar, Recording Secretary

Approved as submitted _____



Community Development Department

Staff Report

Date: July 14, 2020

File #:

Requested Action: Special Use Permit (Home Hair Salon)

Date of PC Consideration: July 20, 2020

Date of Council Consideration: August 10, 2020

Applicant: Casie Yates

Owner: Casie Yates

Architect/
Engineer: N/A

Address of Property: 2700 NE 68th Terrace. Gladstone, Missouri

Planning Information

- Current Zoning: R-1 Single Family Dwelling Unit
- Zoning History: R-1 Single Family Dwelling Unit
- Planned Land Use: R-1 Single Family Dwelling Unit
- Surrounding Uses: R-1 Single Family Dwelling Unit
- Applicable Regulations: Zoning and Subdivision Ordinance and Comprehensive Plan

Additional Information

- Public Utility Availability: Existing
- Ingress/Egress: Standard Driveway on 68th Terrace
- Traffic Impacts: None
- Parking Provided: 2 car garage; 4-6 vehicles can park in the driveway
- Proposed Signage: None

Analysis

The applicant is requesting a Special Use Permit for a home-based beauty salon at a residential home located at 2700 NE 68th Terrace.

The home based beauty salon will operate on a part-time basis, including the following schedule: Monday, Wednesday, and Friday from 10:00 a.m. to 1:00 p.m.; Tuesday and Thursday from 4:00 p.m. to 7:00 p.m.

The salon will have a separate entrance and restroom and there will be no more than two patrons in the salon at one time

A letter written by Casie Yates detailing her intentions and operations is included in your packet.

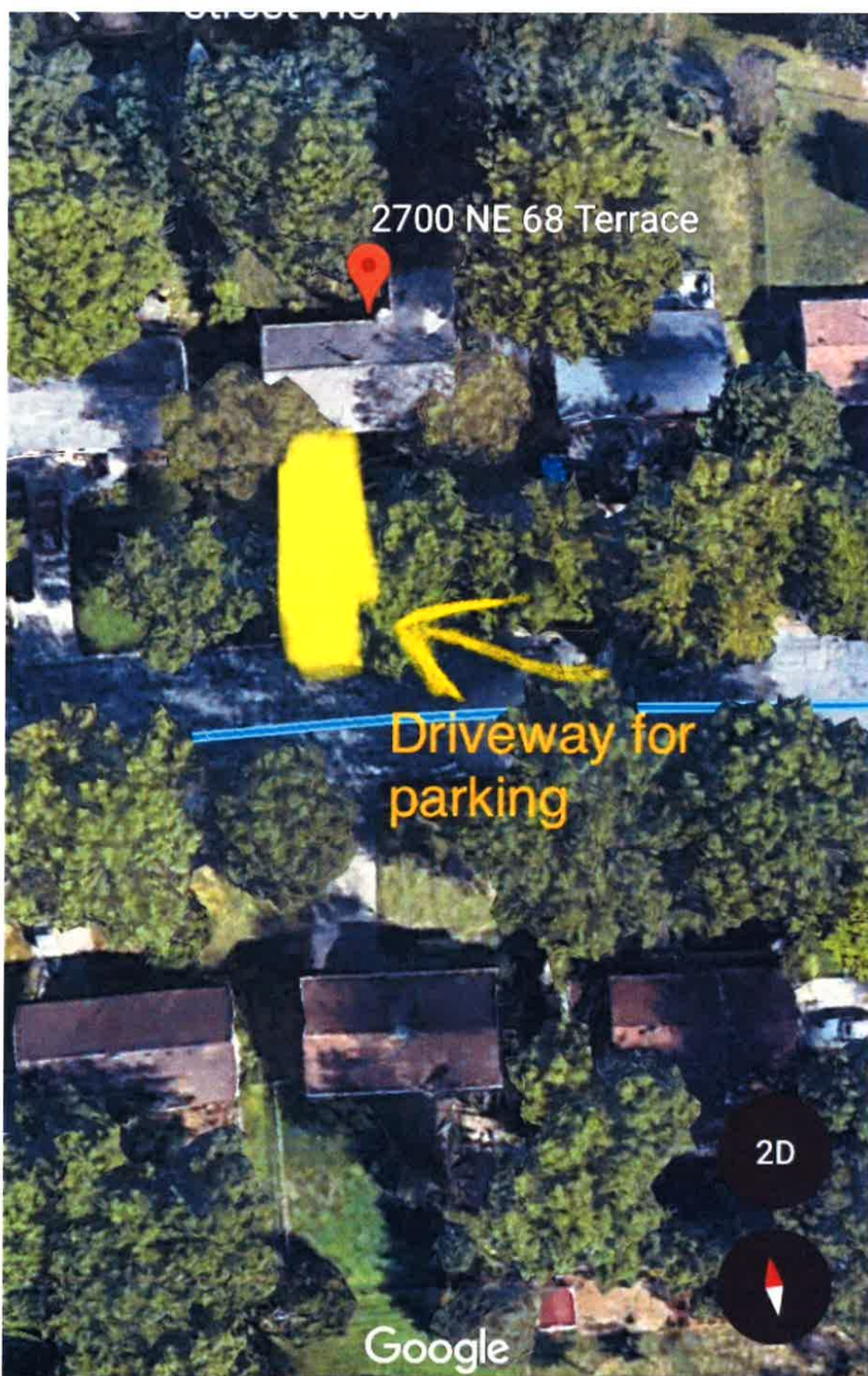
Recommended Conditions

City Staff recommends that the following conditions be considered if the Planning Commission and City Council approve this one-year Special Use Permit.

1. Casie Yates shall maintain a License as required by the State of Missouri. If for any reason the State of Missouri revokes or suspends the license of Casie Yates, the Special Use Permit shall also be automatically revoked or suspended.
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10. No outside storage or signage shall be placed on the property.

Recommendation

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



Tap a location highlighted in blue to enter Street View.



Gladstone, MO



Legend

- Stop Sign
- 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

1 in. = 125ft.



249.7 0 124.83 249.7 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Special Use Permit for 2700 NE
68th Ter
July 2020

