

## CITY COUNCIL MEETING GLADSTONE, MISSOURI MONDAY, AUGUST 23, 2021

The City Council will meet in Closed Executive Session at 6:30 pm Monday, August 23, 2021, 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, and 610.021(3) Personnel.

#### **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 August 9, 2021, Closed City Council Meeting Minutes.
- 6. Approval of the August 9, 2021, Regular City Council Meeting Minutes.
- 7. PROCLAMATION: Daughters of the American Revolution Constitution Week

#### 8. CONSENT AGENDA.

**RESOLUTION R-21-40** A Resolution authorizing acceptance of work under contract with Epoxy Coating Specialists, Incorporated, for the Coating of the Indoor Pool Deck Project, and authorizing final payment in the amount of \$1,803.00 for Project CO2057.

**RESOLUTION** R-21-41 A Resolution authorizing acceptance of a proposal from Hutchinson Salt Company for the purchase of snow removal salt.

**CONSIDER SPECIAL EVENT PERMIT:** Gladfest: 7010 N. Holmes Street, Gladstone City Hall grounds, 602 NE 70<sup>th</sup> Street, Linden Square, Friday, October 1, 5:00 pm-10:00 pm; Saturday, October 2, 10:00 am-10:00 pm; Sunday, October 3, 12:00 pm-4:00 pm, 2021.

## CONSIDER FINANCIAL REPORT MONTH END JULY 2021 REGULAR AGENDA.

9. Communications from the Audience.

Members of the public are invited to speak about any topic not listed on the agenda. When speaking, please state your name and address for the record and limit comments to 5 minutes.

- 10. Communications from the City Council.
- 11. Communications from the City Manager.
- 12. RESOLUTION R-21-42 A Resolution authorizing the City Manager to execute a contract with Royal Construction Services, LLC, in the total amount not exceed \$446,000.00 for the Municipal Pool Bathhouse Renovation Project CO2053.
- 13. RESOLUTION R-21-43 A Resolution authorizing the City Manager to enter into a contract with Shockey Consulting Services for the purpose of conducting a Comprehensive Plan Update in the amount of \$120,000.00.

- 14. FIRST READING BILL NO. 21-27 An Ordinance approving the delivery of Schedule 3 to an existing master equipment lease purchase agreement for the purpose of providing financing for the acquisition and installation of certain equipment for the City and authorizing and approving certain documents and actions in connection therewith; and authorizing the City Manager to sign related documents.
- 15. RESOLUTION R-21-44 A Resolution authorizing the City Manager to execute an agreement with Motorola Solutions for the purchase of radio equipment and accessories in the amount of \$657,243.94.
- **16. PUBLIC HEARING:** Zoning and Final Development Plan for 2610 Northeast 60<sup>th</sup> Street.
- 17. FIRST READING BILL NO. 21-28 An Ordinance amending Ordinance No. 3.973 related to Zoning Ordinance Regulations and the establishment of use districts within the City of Gladstone, Missouri, for property located at 2610 Northeast 60<sup>th</sup> Street, Gladstone, Missouri.
- **18. FIRST READING BILL NO. 21-29** An Ordinance approving a Final Development Plan for property located at 2610 Northeast 60<sup>th</sup> Street, Gladstone, Missouri.
- 19. Other Business.
- **20.** Adjournment.

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

City Clerk Ruth Bocchino City of Gladstone 7010 North Holmes Gladstone, MO 64118 816-423-4096 Posted at 4:50 pm August 19, 2021



# MINUTES REGULAR CITY COUNCIL MEETING GLADSTONE, MISSOURI MONDAY, AUGUST 9, 2021

PRESENT: Ma

Mayor R.D. Mallams

Mayor Pro Tem Bill Garnos Councilmember Jean Moore 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 Mallams** opened the Regular City Council Meeting Monday, August 9, 2021, at 7:31 pm.

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

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

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

Mayor Mallams asked all to join in the Pledge of Allegiance to the Flag of the United States of America.

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

The agenda was approved as published.

<u>Item No. 5. On the Agenda.</u> Approval of the July 26, 2021, Closed City Council Meeting Minutes.

Mayor Pro Tem Garnos moved to approve the minutes of the July 26, 2021, Closed City Council meeting as presented. Councilmember Spallo seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilmember Jean Moore, Mayor Pro Tem Bill Garnos, and Mayor R.D. Mallams. (5-0)

<u>Item No. 6. On the Agenda.</u> Approval of the July 26, 2021, Regular City Council Meeting Minutes.

Mayor Pro Tem Garnos moved to approve the minutes of the July 26, 2021, Regular City Council meeting as presented. Councilmember Spallo seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilmember Jean Moore, Mayor Pro Tem Bill Garnos, and Mayor R.D. Mallams. (5-0)

#### REGULAR AGENDA.

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

There were none.

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

Councilmember Moore stated: "Thank you, Mayor. I think we have a pattern that we are following here because I would like to wish a happy birthday this evening to Mayor Pro Tem Garnos. I also wanted to express my KUDOS to Eugene Suter and his team for all their efforts in planting, cultivating, and picking the delicious sweetcorn that so many of us have enjoyed this year. Last Saturday was the last batch of corn picked, but it was the beginning of the You-Pick sunflowers, and I took advantage of that. It was so fun. The sunflowers are so beautiful; it's a super happy place to go. I really would encourage everybody to take advantage of that. They are going to be doing that for the next two Saturdays. You can buy a bouquet for \$10.00 or \$25.00 and you can pick as many sunflowers as you can; they will make your house look beautiful. It's a great thing to do. Thank you, Mayor."

Mayor Pro Tem Garnos stated: "Nothing, Mayor, I'm assuming you are going to talk about the exciting groundbreaking at the Fire Station, so I'm not going to steal that from you. I've got nothing, thank you."

Mayor Mallams stated: "We did, we had a wonderful groundbreaking for Fire Station No. 2. City Manager, thank you for the weather. It was a great morning. We had all of our Firefighters, our EMT's that were there; people from the media, people from the community; the construction manager, the engineers, the architects. It was a good way to start the use of the sales tax that was approved by over 80% of the voters here in Gladstone. You have already mentioned the happy birthday, but I wish you could see the notes up here of the Councilmembers. Somebody seated to my left here; it must be a font 3 on the agenda, and I have no idea how in the world you are reading this. May I see that please? We ought to put this into the public record. I don't have any other comments."

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

City Manager Scott Wingerson stated: "I guess to start with, congratulations to Councilmember Moore on her vision. That's phenomenal. Two things: this week and this month, the Missouri

Bicentennial is being honored with a whole host of events across the state and all of the events can be found at Missouri2021.org; so take a chance to check that out. It's a neat website, and an important day and month in our State's history. There is this thing out there called COVID, you might have heard of it at some point over the last 18-20 months. I just wanted to share a few statistics for the Council and the public: about 42% of Clay County residents are vaccinated. About 70% of residents 65 and over are vaccinated. That's a very good number. About 50% of those 45-64 are vaccinated; so that is also a pretty good number. About 70% of your city employees are either vaccinated or have the anti-bodies from having the COVID virus, so that is a very outstanding number, with the high-risk occupation that we are in, interfacing with the public routinely. We are doing a pretty good job, but I just want to encourage anyone who is thinking about getting a vaccine to get up off the couch and go do that. And, that's it. Thank you, Mayor."

<u>Item No. 10. On the Agenda.</u> FIRST READING BILL NO. 21-25 An Ordinance annexing into the City of Gladstone approximately 0.62 acres generally located at 3000 Northeast 76<sup>th</sup> Street upon the detachment of said property by the City of Kansas City, Missouri.

Councilmember Moore moved Bill No. 21-25 be placed on its First Reading. Councilman Frisby seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilmember Jean Moore, Mayor Pro Tem Bill Garnos, and Mayor R.D. Mallams. (5-0). The Clerk read the Bill.

Councilmember Moore moved to accept the First Reading of Bill No. 21-25, waive the rule, and place the Bill on its Second and Final Reading. Councilman Frisby seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilmember Jean Moore, Mayor Pro Tem Bill Garnos, and Mayor R.D. Mallams. (5-0). The Clerk read the Bill.

Councilmember Moore moved to accept the Second and Final Reading of Bill No. 21-25, and enact the Bill as Ordinance 4.563. Councilman Frisby seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilmember Jean Moore, Mayor Pro Tem Bill Garnos, and Mayor R.D. Mallams. (5-0)

<u>Item No. 11. On the Agenda.</u> FIRST READING BILL NO. 21-26 An Ordinance amending Title IX of the Code of Ordinances of the City of Gladstone, Missouri, by repealing Chapter 2400, Special Event Regulations, and enacting in lieu thereof a new Chapter 2400, Special Event Regulations.

Councilmember Spallo moved Bill No. 21-26 be placed on its First Reading. Mayor Pro Tem Garnos seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilmember Jean Moore, Mayor Pro Tem Bill Garnos, and Mayor R.D. Mallams. (5-0). The Clerk read the Bill.

Councilmember Spallo moved to accept the First Reading of Bill No. 21-26, waive the rule, and place the Bill on its Second and Final Reading. Mayor Pro Tem Garnos seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilmember Jean Moore, Mayor Pro Tem Bill Garnos, and Mayor R.D. Mallams. (5-0). The Clerk read the Bill.

Councilmember Spallo moved to accept the Second and Final Reading of Bill No. 21-26, and enact the Bill as Ordinance 4.564. Mayor Pro Tem Garnos seconded. The Vote: "aye", Councilmember Tina Spallo, Councilman Tom Frisby, Councilmember Jean Moore, Mayor Pro Tem Bill Garnos, and Mayor R.D. Mallams. (5-0)

Item No. 12. On the Agenda. CONSIDER SPECIAL EVENT PERMIT: Lift Church KC-Worship & Fellowship Evening, 602 NE 70<sup>th</sup> Street, Linden Square, Sunday, August 22, 2021, 6:00 pm-9:00 pm; set up at 12:00 pm.

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

Item No. 13. On the Agenda. Other Business.

There was no other business.

Item No. 14. On the Agenda. Adjournment.

| <b>Mayor Mallams</b> | adjourned th | ne August 9, 20 | 21, Regular City | y Council meeting a | at 7:44 pm. |
|----------------------|--------------|-----------------|------------------|---------------------|-------------|
|----------------------|--------------|-----------------|------------------|---------------------|-------------|

| Respectfully submitted:      |                        |
|------------------------------|------------------------|
| Ruth E. Bocchino, City Clerk |                        |
|                              | Approved as presented: |
|                              | Approved as modified:  |
|                              | Mayor R.D. Mallams     |

## PROCLAMATION OF THE MAYOR

**WHEREAS,** September 2021 marks the two hundred thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion, and

WHEREAS, Public Law 915 guarantees the issuing of a Proclamation each year by the President of the United States of America designating a Constitution Week in September.

**NOW, THEREFORE,** I, R.D. Mallams, Mayor of the City of Gladstone, Missouri, on behalf of the members of the Gladstone City Council and all Gladstone residents, do hereby recognize the week of September 17 through September 23, 2021, as:

## **CONSTITUTION WEEK**

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Signed this 23rd Day of August 2021

#### **RESOLUTION NO. R-21-40**

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH EPOXY COATING SPECIALISTS, INCORPORATED, FOR THE COATING OF THE INDOOR POOL DECK PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$1,803.00 FOR PROJECT CO2057.

WHEREAS, work under the contract with Epoxy Coating Specialists, Incorporated, for the Coating of the Indoor Pool Deck Project CO2057, has been completed to the satisfaction of the Director of Parks, Recreation and Cultural Arts.

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

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

| \$ | 36,060.00                |
|----|--------------------------|
| -  | 7월                       |
| \$ | 36,060.00                |
|    | 34,257.00                |
| \$ | 1,803.00                 |
|    | \$<br>-<br>\$<br>-<br>\$ |

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

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23<sup>RD</sup> DAY OF AUGUST 2021.

|                              | R.D. Mallams, Mayor |  |
|------------------------------|---------------------|--|
| ATTEST:                      |                     |  |
| Ruth E. Bocchino, City Clerk |                     |  |



## Request for Council Action

| RES ⊠# R-21-40  | BILL □# City Clerl      | <b>Conly</b>        | ORD # City      | Clerk O      | nly            |
|---|-------------------------|---------------------|-----------------|--------------|----------------|
| Date: 8/3/2021  |                         |                     | Department:     | Parks &      | Recreation     |
| Meeting Date Requested: 8/2                                 | 3/2021                  |                     |                 |              |                |
| Public Hearing: Yes □ Date                                  | c: Click here to en     | ter a date.         |                 |              |                |
| Subject: Final payment appro                                | oval, Project CO2057,   | Coating of the      | Indoor Pool D   | eck Proj     | ect            |
| Background: Work has been of Specialists, Inc., has made ap | _                       |                     | nd the contrac  | etor, Epo    | xy Coating     |
| Budget Discussion: Funds for                                | this contract were bud  | lgeted in the 20    | 020 Certificate | e of Partio  | cipation Fund. |
| Original Contract Amount: Change Order(s):                  |                         |                     |                 | \$           | 36,060.00      |
| Revised Contract Amount:                                    |                         |                     |                 | \$           | 36,060.00      |
| Amount Paid to Date:  |                         |                     |                 |              | 34,257.00      |
| Total Amount Due Final 1                                    | Pay:                    |                     |                 | \$           | 1,803.00       |
| Public/Board/Staff Input:                                   |                         |                     |                 |              |                |
| Provide Original Contracts, L                               | eases, Agreements, etc. | :. to: City Clerk   | and Vendor      |              |                |
| Justin Merkey<br>Department Director/Adminis                | strator                 | JM<br>City Attorney |                 | SW<br>City M | anager         |

#### **RESOLUTION NO. R-21-41**

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM HUTCHINSON SALT COMPANY FOR THE PURCHASE OF SNOW REMOVAL SALT.

**WHEREAS**, three (3) proposals were received for snow removal salt and the proposal of Hutchinson Salt Company is recommended.

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

**THAT** the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal of Hutchinson Salt Company for the purchase of snow removal salt on an asneeded basis at a cost of \$57.49 per ton.

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

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 23<sup>rd</sup> DAY OF AUGUST 2022.

|                              | R.D. Mallams, Mayor |  |
|------------------------------|---------------------|--|
| ATTEST:                      |                     |  |
| Ruth E. Bocchino, City Clerk |                     |  |



## Request for Council Action

| RES ⊠#R-21-41 City Clerk Only   | BILL □# City Clerk Only  | ORD # City Clerk Only  |
|---|--|--|
| Date: 8/18/2021   | Department: Public Works   | 3  |
| Meeting Date Requested: 8/23/2021   |  |  |
| Public Hearing: Yes Date: N/A   |  |  |
| Subject: Award Road Salt Contract   |  |  |
| Background: The City of Gladstone recent<br>Highway Department, the City of Liberty,<br>bids. With additional entities, the amount of<br>each entity alone. Requests for bids were se | and the City of Excelsior Springs por salt requested increases and subse | participated in the request for quently is less expensive than |
| Budget Discussion: Funds are budgeted in funding was \$60,000.  | the amount of \$ 30,000 from the C                                       | General Fund. Previous years'                                  |
| Public/Board/Staff Input: Public Works stathe amount of \$57.49 per ton is the lowest at to the City in the past. The City's current of LLC in the amount of \$60.99 per ton.         | and best bid received. Hutchinson S                                      | alt Company has supplied salt                                  |
| The City typically uses 3,000 tons of mater   | rial per year. Currently, the city has 2                                 | 2,500 tons of salt in storage.                                 |
| Provide Original Contracts, Leases, Agreer  | ments, etc. to: City Clerk and Vendor                                    | r  |
| Timothy A. Nebergall  Department Director/Administrator   | JM<br>City Attorney  | SW<br>City Manager   |



## Request for Council Action

| RES □# City Clerk Only            | BILL □# City Clerk Only                         | ORD # City Clerk Only |
|-----------------------------------|---|-----------------------|
| Date: 8/16/2021                   | Department: Community Developm                  | nent                  |
| Meeting Date Requested: 8/23/2021 |   |                       |
| Public Hearing: Yes Date: Clic    | k here to enter a date.                         |                       |
| Subject: Special Event Permit     |   |                       |
| Background: Gladstone Area Chamb  | per of Commerce will host their 42 <sup>n</sup> |                       |

Background: Gladstone Area Chamber of Commerce will host their 42<sup>nd</sup> Annual Gladfest. The event will take place on City Hall grounds and Linden Square; Friday October 1, 2021 from 5:00pm – 10:00pm, Saturday, October 2, 2021 from 10:00pm – 10:00pm and Sunday, October 3, 2021 from 12:00pm – 4:00pm. The Chamber is estimating an attendance of 15,000±. The three (3) day family fun festival will feature a parade, kid's activities, carnival, live entertainment, vendor booths and many other activities for all.

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

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

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

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

#### LETTER OF TRANSMITTAL



#### CITY OF GLADSTONE

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



To: CITY COUNCIL

FROM: COMMUNITY DEVELOPMENT

**DATE: AUGUST 16, 2021** 

**PERMIT NO.: SEP21-00074** 

RE: Type 4 Outdoor Special Event

NAME OF EVENT: GLADFEST

LOCATION OF EVENT: 7010 N. HOLMES STREET

GLADSTONE CITY HALL GROUNDS

602 NE 70<sup>th</sup> Street

**LINDEN SQUARE** 

DATE OF EVENT: FRIDAY, OCTOBER 1, 2021

SATURDAY, OCTOBER 2, 2021

SUNDAY, OCTOBER 3, 2021

TIME OF EVENT: FRIDAY, 5:00PM - 10:00PM

SATURDAY, 10:00AM - 10:00PM

SUNDAY, 12:00PM - 4:00PM

EST. ATTENDANCE: 15,000±

#### REQUESTED TEMPORARY VARIANCE:

| rv1   | Contina | 2  | 120  | 050 | Maina | prohibited |
|-------|---------|----|------|-----|-------|------------|
| 1 X I | Section | '' | 1711 | unu | NOISE | nrominitea |

Section 2.130.010(2) Park rules and regulations (hours).

[X] Section 2.130.010(13) Park rules and regulations (alcoholic beverages).

[X] Section 2.135.040 Prohibition of smoking on or within all public park grounds.

Section 2.140.040 Public fireworks display prohibited, exceptions.

[X] Section 5.110.1800 Drinking in public.

[X] Section 5.160.230(a) Street use permit (street use permit allowed).

[X] Section 9.1600.110 Temporary signs.

[X] Section 3.100.180 Dogs on grounds of Gladfest and Bluesfest prohibited.

Other - Section

REMARKS: City staff has reviewed the application and finds that the variance(s) are appropriate for this venue.

Signed:

Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

#### ATTACHMENT(S):

[X] Map(s): Event area map and smoking area map.

[X] Letter to Director Merkey addressing the variances requested by the Chamber.



333.3

## Gladstone, MO



333.3 Feet

166.67

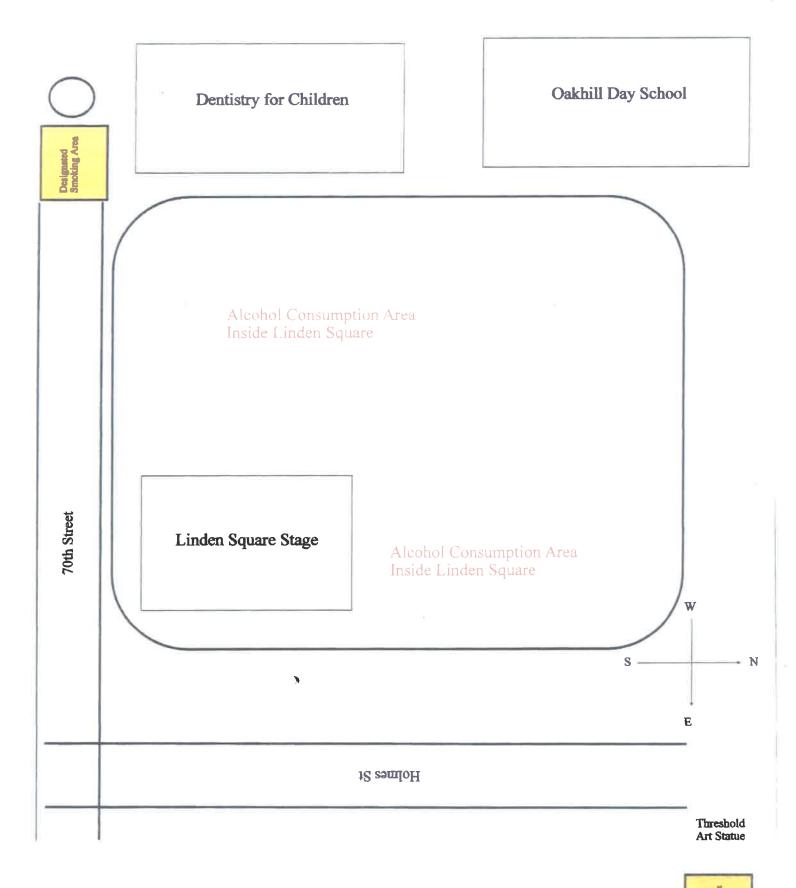


Legend

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION





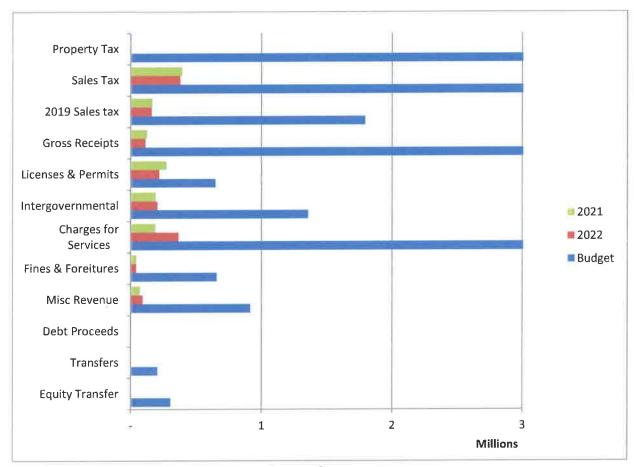
## **CITY OF GLADSTONE MISSOURI**

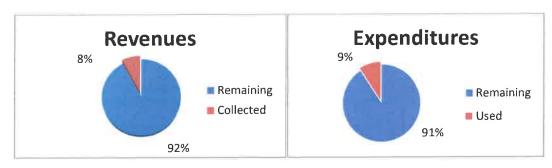
#### Financial Report for 1 Month Ending July 31, 2021

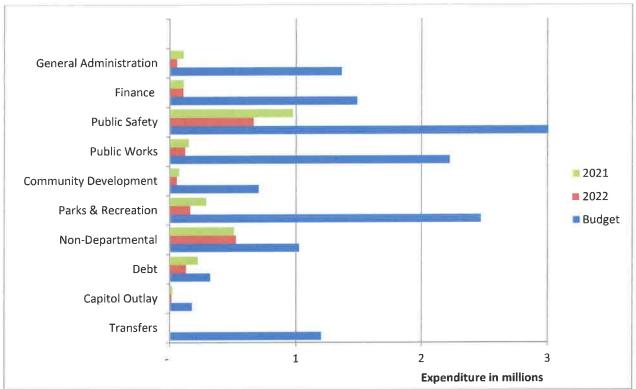
#### **GENERAL FUND**

#### **General Fund Revenues**

Total revenues for the General Fund through 1 month or 8% of this fiscal year are \$1,598,791 compared to total budgeted revenues for the year of \$20,483,988 or 8% of budgeted revenue. No property tax revenue has been received (not unreasonable for July). Sales tax on a cash basis is \$382,566 or \$12,207 (3%) less than last year. The 2019 sales tax (1/2 cent sales tax passed in 2019) is \$163,373. Gross receipts taxes are \$115,334, down \$10,551 or 8% from last year. License and Permits revenues are \$222,369, 19% or \$52,715 less than FY21 due to the issuing of building permits for the Early Education Center and Gladstone Foods during the prior year. Intergovernmental revenue is \$207,407 or \$16,447 (9%) over the previous year. Charges for Services are \$367,555 an increase of 94% or \$178,442 compared to the previous year primarily due to recreation activities. Fines and Forfeitures have decreased \$1,541 or 3% from the same time last year to \$44,643. Miscellaneous Revenue is \$95,544, an increase of \$22,756 mainly due to increases in downtown rental receipts. Debt proceeds are not budgeted for the current fiscal year. Transfers will occur later in the fiscal year. An equity transfer of \$305,000 is budgeted for the General Fund.



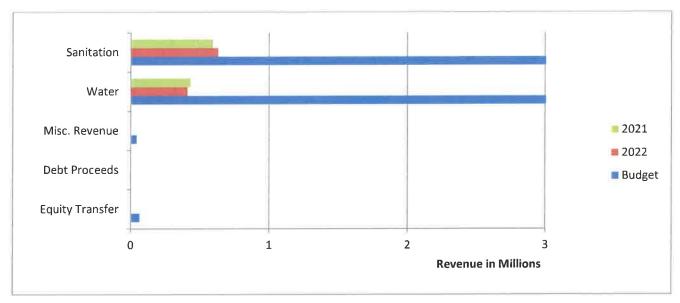


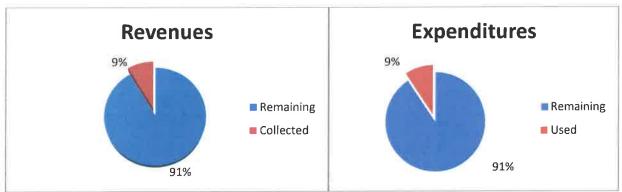


Expenditures through 1 month or 8% of this fiscal year amounted to \$1,870,879 or 9% of FY22 budgeted expenditures of \$20,483,988. This indicates that actual expenditures are 25% or \$612,665 less than last year's expenditures of \$2,483,542. The primary reason for the difference is that in FY21, July had three payroll periods. For FY22, June had three pay periods and July had only two. All departments experienced a significant decrease in period one (this difference is temporary and is only a timing difference). General Administration expenditures are \$61,752, a decrease of \$50,588 or 45% due to contractual payments (timing of Magazine). Finance expenditures have decreased \$3,997 to \$110,574. The smaller than expected decrease is due to the first year of support for the new computer aided dispatch (CAD) system. Public Safety expenditures are \$669,566, a decrease of \$308,080. Public Works expenditures are \$124,727, \$27,030 or 18% less than the prior year. Community Development expenditures are \$59,677, a decrease of \$17,575 or 18%. Parks & Recreation expenditures are \$164,803, down 43% or \$126,091 from the same time last year due to decreases in Senior Activities. Non-Departmental expenditures are \$530,398 an increase of 4% or \$18,243 due to increases in liability and property insurance and training. Payments for debt have decreased by 41% or \$91,774 due to moving debt payments of the 2020 and 2019 lease purchases to CERF. Capital Outlay is \$17,366. Transfers will occur later in the fiscal year. Current expenditures exceed current revenues in the amount of \$272,087. This is due to the full payment of property and liability insurance in July and the majority of property tax receipts will occur in January.

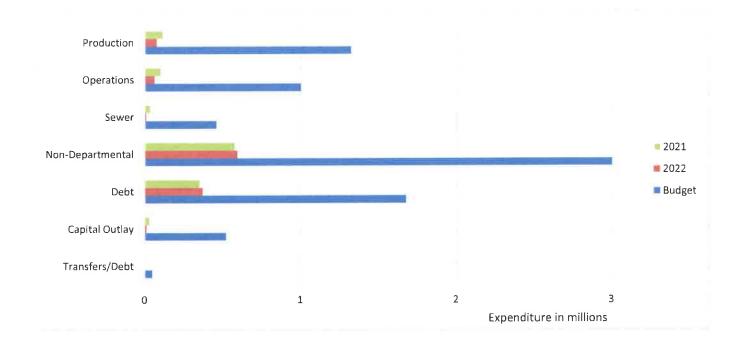
#### COMBINED WATER AND SEWERAGE SYSTEM FUND

Total budgeted revenues for the fiscal year are \$12,227,438. Total revenues through 1 month or 8% of this fiscal year, amounted to \$1,044,699 or 9% of FY22 budgeted revenues. Although consumption has decreased, operating revenues are up \$19,275 (2%) from the previous year due to increased water and sewer rates.

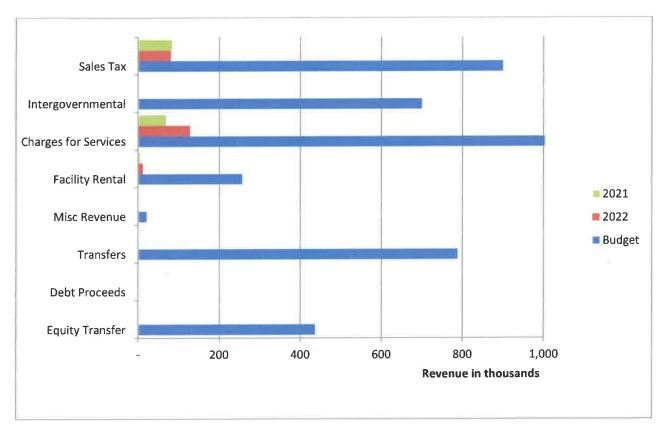


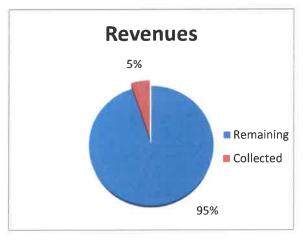


Total budgeted expenditures for the fiscal year are \$12,227,438. Total expenditures through 1 month or 8% of this fiscal year amounted to \$1,138,832 or 9% of FY22 budgeted expenditures. The same payroll difference occurred in the CWSS Fund as the General Fund (three payrolls in FY2021 and two payrolls in FY2022). Differences other than decreases in payroll are noted in the following narrative. Production expenditures are down \$38,675 to \$77,393. Operations division expenditures are \$64,674, a decrease of \$37,804. Sewer division expenditures have decreased \$22,816 to \$10,985 due to the timing of sewer line maintenance. Non-departmental expenditures are \$597,712, up \$19,901 due to the increase in sewage rates. Payments for debt have increased 6% or \$20,041 to \$375,043 due to the 2020 COP. Capital outlay is \$13,025. Current expenditures exceed current revenues by \$145,525.

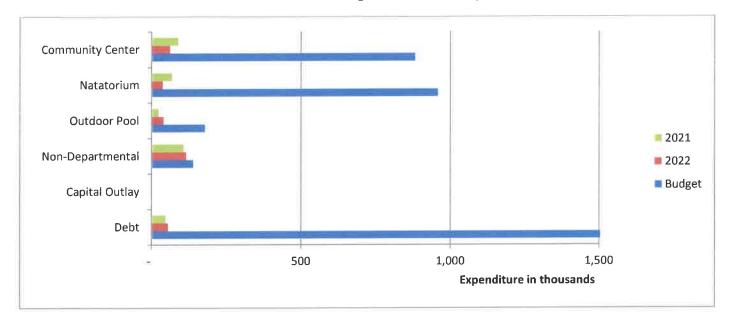


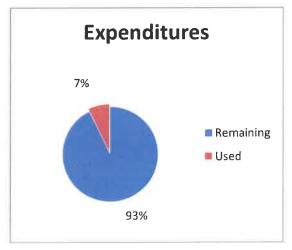
#### COMMUNITY CENTER AND PARKS TAX FUND





Total budgeted revenues for the fiscal year are \$4,358,940. Total revenues through 1 month or 8% of this fiscal year, amounted to \$224,536 or 5% of FY22 budgeted revenues. Sales tax received is \$81,838, a decrease of \$2,115 from the previous year. Intergovernmental revenue (Charge to the North Kansas City School District for the natatorium) is usually received in January. Charges for Services are \$129,299, an increase of \$59,790. Revenue from facility rental is \$12,749, an increase of \$7,406. Miscellaneous revenue is \$650. Budgeted transfers to the fund are \$788,300 and will occur later throughout the year. Equity transfer budgeted for the fiscal year is \$437,109.

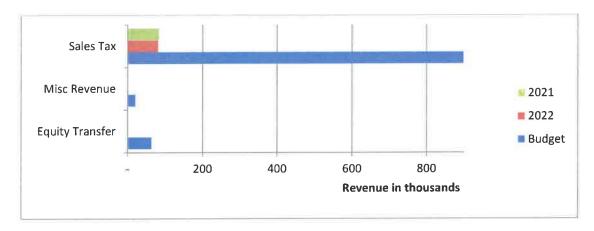




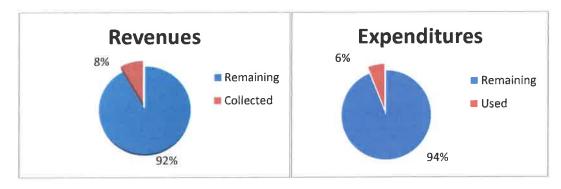
Total budgeted expenditures for the fiscal year are \$4,358,940. Total expenditures through 1 month or 8% of this fiscal year amounted to \$315,731 or 7% of FY22 budgeted expenditures. The same payroll difference occurred in the CCPT Fund as the General Fund (three payrolls in FY2021 and two payrolls in FY2022). Differences other than decreases in payroll are noted in the following narrative. Community Center expenditures have decreased \$27,352 from the same time last year to \$62,813. Natatorium expenditures are \$38,492, a decrease of \$30,357. Outdoor Pool expenditures are \$41,028, an increase of \$17,163 due to increases in part time personnel costs. Non-departmental expenditures have increased \$9,211 due to increases in property

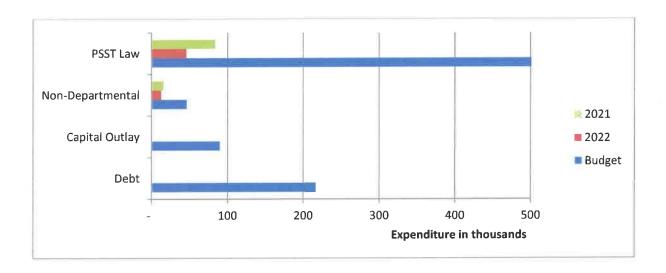
and liability insurance. There is no capital outlay budgeted for the fund. Debt has increased by \$9,541 to \$56,579 due to the 2020A COP. Current expenditures exceed current revenues by \$91,194.

#### PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$985,818. Total revenues through 1 month or 8% of this fiscal year amounted to \$81,936 or 8% of FY22 budgeted revenues. Sales tax on a cash basis is 81,836, or a decrease of \$2,103. Miscellaneous revenue is \$100, and comparable to the same time last year.





Total budgeted expenditures for the fiscal year are \$985,818. Total expenditures through 1 month or 8% of this fiscal year are \$59,637 or 6% of the FY22 budgeted expenditures. The same payroll difference occurred in the PSST Fund as the other funds (three payrolls in FY2021 and two payrolls in FY2022). Differences other than decreases in payroll are noted in the following narrative. Law division is \$46,327, down \$37,395 from the same time last year due to the timing of payment for the MARRS system. Non-Departmental is \$13,310, compared to \$16,462 during the previous year. Capital outlay and debt are budgeted at \$90,000 and \$216,500, and will occur later in the fiscal year. Current revenue over expense for the fund is \$22,300.

Respectfully submitted,

minim Checuse

Dominic Accurso

Director of Finance

#### **RESOLUTION NO. R-21-42**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ROYAL CONSTRUCTION SERVICES, LLC, IN THE TOTAL AMOUNT NOT TO EXCEED \$446,000.00 FOR THE MUNICIPAL POOL BATHHOUSE RENOVATION PROJECT CO2053.

WHEREAS, five proposal were received for the Municipal Pool Bathhouse Renovation Project, and the proposal from Royal Construction Services, LLC in the amount of \$446,000.00, has been determined by the Director of Parks, Recreation and Cultural Arts to be the lowest and best proposal.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Royal Construction Services, LLC, for work as outlined in the agreement for a total amount not to exceed \$446,000.00.

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

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23<sup>rd</sup> DAY OF AUGUST 2021.



## Request for Council Action

RES 🗆 # R-21-42

BILL □# City Clerk Only

ORD # City Clerk Only

Date: 8/17/2021 Department: Parks & Recreation

Meeting Date Requested: 8/23/2021

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

Subject: Contract Award, Project CO2053, Municipal Outdoor Pool Bathhouse Renovation

#### Background:

Five initial bids were received for this project;

| Royal Construction Services, LLC | \$460,000.00 |
|----------------------------------|--------------|
| N. W. Rogers Construction Inc.   | \$476,820.00 |
| Herner Construction, Inc.        | \$481,100.00 |
| Loyd Builders, Inc.              | \$526,600.00 |
| Straub Construction Co. Inc.     | \$637,100.00 |

The low bid of Royal Construction Services was subsequently reviewed, and clarifications to the scope of Bid Alternate 2 resulted in a reduced bid of \$446,000.00.

The project consists of the renovation of and additions to the Gladstone Municipal Pool Bathhouse.

The Bid Alternates included in these bids are as follows:

Alternate #1 - Addition of concrete stairs, handrails and retaining wall from new east entrance to Holmes.

Alternate #2 – Replacement of existing toilet partitions and accessories.

Alternate #3 – Bar height concrete counter (42") and masonry support separating new east entrance from concessions.

Alternate #4 – Inclusion of Deck Shower near entry to restrooms.

<u>Budget Discussion</u>: Funds are budgeted in the amount of \$530,000.00 (Including FF&E and Contingency) from the 2020 COP Project Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0. The Engineer's Estimate for the project is N/A.

Public/Board/Staff Input:

Royal Construction Services is a company based in Kansas City, MO that has been in business for a total of 7 years. City staff has a positive working history with several of the members of Royal's project team for this project, and is looking forward to working with them again.

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

Justin Merkey

JM

SW

Department Director/Administrator

City Attorney

City Manager

#### **RESOLUTION NO. R-21-43**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SHOCKEY CONSULTING SERVICES FOR THE PURPOSE OF CONDUCTING A COMPREHENSIVE PLAN UPDATE IN THE AMOUNT OF \$120,000.00.

WHEREAS, Shockey Consulting will work with elected officials, members of the public, the Planning Commission, the City Manager, and City Staff throughout the process to obtain input and guidance as it relates to the Comprehensive Plan process; and

WHEREAS, Shockey Consulting will conduct a community assessment of existing conditions and demographics, establish a baseline of information, and assess future trends, projections, and potential impacts; and

WHEREAS, Shockey Consulting will complete a thorough review of the current plan document and existing plans and documents from other departments and organizations, including the *Shaping Our Future* Strategic Plan, Capital Improvements Plan, Stormwater Management Plan, Gladstone Village Center Transportation Plan, Parks Master Plan, and existing Ordinances and design guidelines to determine progress to-date and plan alignment; and

WHEREAS, Shockey Consulting will employ a meaningful and creative community engagement process to build upon prior planning efforts and surveying, identify key issues and themes, and establish a common direction for future land use; and

WHEREAS, Shockey Consulting will conduct market analysis that considers trends and forecasts and proposes actions to position Gladstone resilient from the impacts of COVID-19 and future disruptors; and

WHEREAS, Shockey Consulting will determine present and future housing, transportation, infrastructure, public health, environmental, and parks and recreation needs; and

WHEREAS, Shockey Consulting will propose economically sustainable land use policies, strategies, actions, and implementation steps based on future growth projections and designed to achieve the planning goals of the community; and

WHEREAS, Shockey Consulting will create both a document and an interactive, web-based plan that incorporates appealing graphics, photos, maps, clean design elements, and is written to convey policies in a cohesive manner easily understood by planning and development professionals, elected officials, and city staff.

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

**THAT,** the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Shockey Consulting Services for work as outlined in the attached proposal documents for a total amount not to exceed \$120,000.00.

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 23<sup>rd</sup> DAY OF AUGUST, 2021.

|                              | R.D. Mallams, Mayor |  |
|------------------------------|---------------------|--|
| ATTEST:                      |                     |  |
| Ruth E. Bocchino, City Clerk |                     |  |



## Request for Council Action

| RES ⊠# R-21-43 BILL □# City Clerk Only  | ORD # City Clerk Only             |  |
|---|-----------------------------------|--|
| Date: 8/17/2021   | Department: Community Development |  |
| Meeting Date Requested: 8/23/2021   |                                   |  |
| Public Hearing: Yes □ Date:   |                                   |  |
| <u>Subject:</u> Professional Services Agreement for Shockey Consulting Services – Comprehensive Plan Update |                                   |  |
| Background:   |                                   |  |

The Gladstone City Council created the Comprehensive Plan Task Force to aid in the development and search for the next consultant to address the Comprehensive Plan Update. Since the beginning of 2021, this task force has met periodically to discuss the Citizen Survey conducted by the ETC Institute, the Land Productivity Analysis completed by Gould Evans, the Request for Qualifications (RFQ) process, and the future of the Comprehensive Plan Update.

Three firms submitted documents for the Request for Qualifications. Those firms were Shockey Consulting, Gould Evans, and Confluence. Ultimately, the interview team that consisted of Bill Turnage (Planning Commission and Comprehensive Plan Task Force), Brenda Lowe (Capital Improvements, Planning Commission, and Comprehensive Plan Task Force), Tim Nebergall, Justin Merkey, and Austin Greer unanimously chose Shockey Consulting.

Shockey Consulting is a female owned and operated company comprised of many dedicated and talented professionals with diverse backgrounds. They provide award-winning management, planning and community engagement consulting services to federal, regional, state, and local governments and other public agencies. The firm was founded in 1998 and is headquartered in Lenexa, Kansas, with an office in the St. Louis Missouri region. Their company includes former government managers, community planners, strategic planners, and communications and public engagement specialists.

#### Recent recognitions include:

- 2017 Outstanding Public Outreach Program, Project, Tool or Community Initiative for Imagine Independence by the American Planning Association, Missouri Chapter
- 2017 Pioneer Award (Urban) City of Hutchinson for Imagine Hutch 2037 by the American Planning Association, Kansas Chapter
- 2015 Top 25 Under 25 Small Business by Thinking Bigger Business Media Inc.
- 2015 Top Women-Owned Business by the Kansas Department of Commerce

Sheila Shockey, Founder & President along with Shelby Ferguson, Urban Planner & Project Lead, presented in Open Study at the City Council meeting Monday, August 9<sup>th</sup>.

The contract for their services, is \$120,000.00 and will be on the City Council agenda for approval on the Monday, August 23<sup>rd</sup> City Council meeting.

<u>Budget Discussion</u>: Funds are budgeted in the amount of \$ from the estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Staff Input/Commission:

N/A

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

Austin Greer, Community Development Director

JM

SW

City Attorney

City Manager

#### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between Shockey Consulting, a Kansas corporation having an office 7944 Santa Fe Drive, Overland Park, Kansas 66204 (the "Consultant") and the City of Gladstone, Missouri, a Missouri municipal corporation (the "City").

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding certain services as more fully described in Exhibit A, entitled "Project Services" attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

#### 1. Term of Agreement.

This Agreement shall begin as of the Effective Date and shall continue until the Project Services are completed, provided however, that the City may terminate this Agreement without cause upon written notice to the other parties, in which case the City shall pay Consultant for all services rendered and costs incurred up to that point in time.

#### 2. Scope of Services.

- A. The Consultant shall provide the Project Services described in Exhibit A. Exhibit A, the Project Services, is attached hereto and incorporated into this Agreement by reference as if set forth in full.
- B. The Consultant will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.
- C. The Consultant will utilize the personal services of its staff to deliver the Project Services. The Consultant may also engage third-party contractors and other parties in connection with its performance of the Project Services, subject to prior approval by the City.
- D. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a written supplemental agreement.

#### 3. Compensation and Invoices.

A. The City agrees to compensate the Consultant in monthly installments based upon an estimate of the percentage of work completed by Consultant and in accordance with the Fee Schedule contained in Exhibit B. It is expressly understood that in no event will the total

compensation and reimbursement to be paid to the Consultant under the terms of this Agreement exceed the sum of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00).

B. The City will pay all proper invoices within thirty (30) days of receipt.

#### 4. The City's Responsibilities.

The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant. The City shall examine documents submitted by the Consultant and render decisions promptly as may be required.

#### 5. Insurance.

A. <u>General Provisions</u>. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

#### B. Limits and Coverage.

- 1. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident of occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.
- 2. The Consultant shall obtain and maintain Workers' Compensation Insurance at the limits required by Missouri law for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.
- 3. Professional Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.
- 6. **Termination.** Any party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement,

shall be provided to the City. Upon termination the City shall pay Consultant for all services rendered and costs incurred up through the termination date for any satisfactory work completed on the project prior to the date of termination.

#### 7. Relationship of Parties.

It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

#### 8. Notices.

Any notice, approval or other communication between the City and the Consultant pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:

City of Gladstone Attn: City Manager 7010 N. Holmes St.

Gladstone, Missouri 64118

**Shockey Consulting:** 

Shockey Consulting 7944 Santa Fe Overland Park, Kansas 66204

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

#### 9. Disputes.

In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### 10. Waiver.

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

#### 11. 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. Any invalid, illegal or unenforceable 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 invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

#### 12. Entire Agreement; Governing Law.

This Agreement constitutes the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

#### 13. Counterparts.

This Agreement may be executed in separate counterparts.

#### 14. Assignment.

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services, provided however, in the event Consultant employs independent consultants, associates, and subcontractors to assist in performing the Project Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed. Each party binds itself and its successors and assigns to all provisions of this Agreement.

#### 15. No Third Party Rights.

The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

#### 16. Good Faith Efforts and Cooperation.

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

#### 17. Authority.

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

#### 18. Covenant Against Contingent Fees.

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 29. Ownership of Documents.

Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Upon completion of the Project Services, Consultant shall deliver to City possession of all records pertaining to the Project Services.

#### 21. Compliance with Laws.

Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

#### 22. Consultant's Endorsement.

Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it, as necessary.

#### 23. Indemnification and Hold Harmless.

Consultant shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant, or its employees, or subcontractors, in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

#### 24. Professional Responsibility.

Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering and land planning practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering or land planning services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

#### 25. Tax Exempt.

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

#### 26. Safety.

In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

#### 27. Anti-Discrimination Clause.

Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

#### 28. Work Authorization.

Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as and incorporated herein, Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the professional services. Furthermore, Consultant affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the professional services

#### 29. Anti-Discrimination Against Israel Act.

SHOCKEY CONSULTING SERVICES.:

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.

Pursuant to Section 34.600, Consultant shall, if applicable, execute the certification attached hereto and incorporated herein.

#### 30. Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the party's reasonable control.

**IN WITNESS WHEREOF**, the Consultant and the City have executed this Agreement as of the Effective Date.

CITY OF GLADSTONE, MISSOURI:

| 00,01                |        |  |
|----------------------|--------|--|
| By: Kink Strolly     | By:    |  |
| Name: Sheila Shockey | Name:  |  |
| Title:President      | Title: |  |
| Dated: 8/17/2021     | Dated: |  |

# WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530, RSMo

| STATE OF KANSAS )   |
|---|
| COUNTY OF JOHNSON )   |
| As used in this Affidavit, the following terms shall have the following meanings:   |
| EMPLOYEE: Any person performing work or service of any kind or 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 Office of Homeland Security or an equivalent federal work authorization program operated by the United States Office 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 SHELA SHOWEY, who, being duly sworn, states on his oath or affirmation as follows:  |
| I. My name is Sheila Shockey and I am currently the President of Shockey Consulting Services, LLC (hereinafter "Contractor"), whose business address is7944 Santa Fe, Overland Park, KS 66204, 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. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees who would work on the City's project.   |
| 4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.  Afrijht  SHELLA SHOCKEY  Printed Name  |
| Subscribed and sworn to before me this 17 day of AVGUST, 2021.  TYLER J WALDORF Notery Public, State of Kanses My Appointment Expires   |

## ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the entity agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

|         | <u> </u>       | _ |
|---------|----------------|---|
| ву: Ді  | L. Shoolary    |   |
| Name: _ | Sheila Shockey |   |
| Title:  | President      |   |

- 34.600. Citation of law public entity contracts, no boycott of goods or services from Israel definitions violation, voiding of contract rulemaking authority. 1. This section shall be known as the "Anti-Discrimination Against Israel Act".
- 2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.
  - 3. As used in this section, the following terms and phrases shall mean:
- (1) "Boycott Israel" and "boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;
- (2) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;
- (3) "Public entity", the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.
- 4. Any contract that fails to comply with the provisions of this section shall be void against public policy.
- 5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section\* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly

pursuant to <u>chapter 536</u> to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

(L. 2020 S.B. 739)

## **EXHIBIT A Project Services**

Shockey Consulting will provide the following services and deliverables.

## City of Gladstone, Missouri Comprehensive Plan Update

## **Project Description**

The City of Gladstone continues to face a changing future driven by fast-paced demographic, economic, social, and industry trends. We understand your need for a future-oriented community-based planning process to complete the update of your Comprehensive Plan - a plan to guide the City in achieving its vision for future growth and development and to help bring together existing plans and goals for the future. Shockey will use strategic foresight so that the plan is adaptable to future changes in retail, commercial development, housing demand, population trends, public health, and innovative technologies.

## Specifically, Shockey will:

- Work closely with elected officials, the Planning Commission, the City Manager, and City staff
  members throughout the process to obtain input and guidance as it relates to the Comprehensive
  Plan process.
- Conduct a community assessment of existing conditions and demographics, establish a baseline of information, and assess future trends, projections, and potential impacts.
- Complete a thorough review of the current plan document and existing plans and documents
  from other departments and organizations, including the Shaping Our Future Strategic Plan,
  Capital Improvements Plan, Stormwater Management Plan, Gladstone Village Center
  Transportation Plan, Parks Master Plan, and existing ordinances and design guidelines to
  determine progress to-date and plan alignment.
- Employ a meaningful and creative community engagement process to build upon prior planning efforts and surveying, identify key issues and themes, and establish a common direction for future land use.
- Conduct a market analysis that considers trends and forecasts and proposes actions to position Gladstone resilient from the impacts of COVID-19 and future disruptors.
- Determine present and future housing, transportation, infrastructure, public health, environmental, and parks and recreation needs.
- Propose economically sustainable land use policies, strategies, actions, and implementation steps based on future growth projections and designed to achieve the planning goals of the community.
- Create both a document and an interactive, web-based plan that incorporates appealing graphics, photos, maps, clean design elements, and is written to convey policies in a cohesive manner easily understood by planning and development professionals, elected officials, and City staff.

## **EXHIBIT A: SCOPE OF WORK**

A future-ready community is one that is conscious of what is happening and what may happen and has identified strategies and policies to adapt to whatever future unfolds. It is also a community who makes conscious choices to shape their future — acting together in unison in a strategic way to achieve their vision. This process will require alignment with existing land use policies and integration with other planning efforts.

## Phase 1: Developing the Story of Gladstone

We will work closely with City leadership and City staff throughout the planning process, starting with the project initiation. During this phase, we will establish a baseline of information and materials so we can guide the community through the development of key recommendations.

**Kickoff Meeting:** Shockey will hold a kick-off meeting with City staff to discuss planning objectives, community engagement strategies, key stakeholders, and schedule.

**Project Management Tool & Plan:** Shockey will develop an integrated project management and communications tool and plan with project phasing, schedule, and tasks along with responsibilities for tasks and deadlines.

**Project Communications & Recommendations Development:** Shockey will meet with City staff every two weeks for a 1-2-hour meeting for:

- 1. Project communications Report progress, summarize engagement input, develop action items, assign responsibilities, and schedule to ensure the project remains on-time and on-budget.
- 2. Plan recommendations development Identify community issues, discuss potential strategies and recommendations.

Public Engagement Plan: Shockey will work closely with City staff and the Advisory Committee to develop a Public Engagement Plan. The Public Engagement Plan will document the overall stakeholder engagement protocol, planning framework, anticipated activities, schedule, and materials to be produced. The Public Engagement Plan includes:

- Objectives for communication and stakeholder engagement
- Key messages
- Stakeholder identification
- Roles and responsibilities of consulting team and City staff
- Social media plan & communications schedule

The City of Gladstone uses their communications very effectively and Shockey will plug in to existing channels to share information about the planning process and announce engagement opportunities. Shockey will work with City staff to develop a social media and communications plan that provides the framework for how and when we post plan updates and announcements on the project webpage, across City social media platforms, in relevant NextDoor groups, in Enews blasts, and through press releases, etc.

**Branding & Template Creation:** Shockey will work with City Staff to develop branding and templates to maintain a consistent look and feel throughout the process of producing working, interim, meeting, and final plan materials.

Existing Plans Review and Analysis: Shockey will review existing development regulations and relevant land use documents to provide a baseline of information. City staff will provide available materials and outline our approach to gathering and analyzing the data. Shockey will complete a detailed analysis of existing plans and studies, including the Comprehensive Plan document, community survey data, existing zoning and development regulations, recent projects, and any other relevant land use documents to prepare a database that highlights existing policies and priorities, along with hyperlinks to the various plans and sections. Existing policies and recommendations will be explored to determine progress to-date, community validation, and plan alignment.

Current Snapshot: With a combination of data gathering, demographic research, trend analysis, and benchmarking, Shockey will work with City staff to analyze information from sources like community surveys, public meeting records, budget documents, capital improvement plans, annual reports, audits, goals and objectives previously set by leadership, existing plans, housing studies and market analyses. Based on this information, Shockey will develop a community profile, or Current Snapshot, in the form of simple, graphically appealing infographics accompanied by concise summaries of where Gladstone stands today. The Current Snapshot will inform later stages of research and serve as a visual aide in engaging the community in important conversations about data.

Trend Analysis: To be a resilient community into the future, Gladstone needs to understand what trends could have a high probability and high impact on the community. Shockey will share global trends and relate them to critical issues facing the community. This will help broaden the understanding of how to be better prepared for the future and take advantage of strengths and opportunities. The analysis will consider a variety of trends, including topics such as, Population & Demographics; Attainable Housing & Aging in Place; Innovation & Disruptive Technologies; Sustainability & Resiliency; and COVID-19.

## **Phase 2: Building Community Consensus**

We will work closely with City staff to engage the community to develop a shared vision for future land use in Gladstone. We will work with the Advisory Committee, City leadership, City staff, and the community to develop a framework to achieve that vision.

Advisory Committee Meetings: Shockey will work with the City to form a representative group inclusive of diverse interests to provide input into the Comprehensive Plan. This Advisory Committee will include members from the Planning Commission. The Advisory Committee will develop the framework and high-level recommendations for the Comprehensive Plan and serve as plan ambassadors assisting in the broader community outreach. The first Advisory Committee meeting will be held to provide an orientation for members. The meeting will include an introduction to the planning process, a description of the roles and responsibilities of the members, a discussion on community engagement activities, and an opportunity to provide initial input into the vision and guiding principles for the Comprehensive Plan.

The Advisory Committee will meet four (4) times total to:

- Assess trends and discuss their potential impacts
- Provide innovative ideas to address future trends in land use & community development
- Provide insight into issues & opportunities

- Review community input to-date
- Discuss scenarios and identify cross-cutting issues
- Develop vision elements and goal statements
- Draft the plan framework and potential recommendations for Comprehensive Plan

Online Surveys: Shockey will provide support to City staff with developing survey questions that can be hosted and advertised on the City's website, social media platforms, and through community partners. To develop a better understanding of desired policies and land use regulations, Shockey will use visual surveys to scan preferences throughout the process.

**Interactive Community Workshop:** Shockey will plan, organize, and facilitate an interactive community workshop in a hybrid outdoors in-person and online format to:

- Inform the community about the planning process and build excitement and enthusiasm for the future of Gladstone.
- Share data and trends that convey where Gladstone is now and what it could be in the future.
- Gather feedback on the community vision, key issues, priorities, and design preferences.

**Pop-Up Events:** Shockey can provide a schedule of community events along with informational materials, exercises, and engagement questions and/or talking points for City staff to use to table community events and gather feedback from the public. Pop-up events are a great place to build awareness for the initiative, foster relationships between City staff and residents, and capture feedback from those who might not otherwise participate in the process.

Key Stakeholder Interviews: Shockey will identify key stakeholders and coordinate with them to participate in up to four stakeholder interviews. Key stakeholders will represent various Boards and Commissions, community groups, property owners, developers, and others identified by the Advisory Committee and Planning Commission. Questions will be designed to gather feedback on the current issues and opportunities, planning and development, and overall vision for future land use. Input from these interviews will inform the planning goals and recommendations.

**City Leadership Workshops:** Shockey will plan and facilitate two City Leadership workshops with members from the City Council, Planning Commission, and City staff to:

- Present an overview of the public input received
- Identify key issues and themes in a workshop
- Set the preferred direction of the Comprehensive Plan Update
- Review the draft Comprehensive Plan
- Discuss scenarios and identify cross-cutting issues
- Develop consensus around land use for the community and proposed policies and strategies representative of the community's vision
- Determine a straight-forward approach for implementation

#### Phase 3: Crafting the Plan

Working closely with the Advisory Committee, City leadership, and City staff, we will codify the community input into a new Comprehensive Plan with a vision, goals, policies, strategies, actions, and implementation steps to guide the city's future development and decision-making over the next 20 years and beyond.

Element Papers & Potential Strategies: Shockey will develop Element Papers that address each chapter of the plan and elements addressed. These will be 4 to 6 pages each. Shockey will also prepare a Potential Strategies Paper for each element. These will be used to aid decision-making and will be language included in the Comprehensive Plan. The infographics in the current snapshot and the trends identified will be included in these documents where appropriate.

Land Use & Market Analysis: Shockey will develop a broad and basic overview of the competitive environment. Conduct the analysis to identify local market opportunities and regional market opportunities. Provide the necessary foundation to provide more in-depth analysis of different business and real estate sectors. Survey development professionals to assess their market analysis practices and outcomes. Extend understanding of market challenges and opportunities using both readily available public and private data (secondary data) and information collected locally through survey and other research (primary data) combined to fuel the market analysis with only the most relevant information. Shockey will evaluate the existing land use map and develop a new land use map, table, and summary pie chart. Shockey will also evaluate current land use and identify conflicts, opportunities, and challenges.

Mapping Protocol: Shockey will develop a consistent mapping protocol for all maps to be used in community engagement and the final Comprehensive Plan document.

Mapping & Scenario Planning: Shockey will develop visually appealing base maps and layers following and agreed to protocol that illustrate the history of Gladstone's development, existing conditions, and potential future scenarios. Shockey will work with the City Staff to identify four potential scenarios and generate data and maps to describe the impacts of these scenarios.

Draft Comprehensive Plan Development: Utilizing input gathered from the community, Advisory Committee, elected officials, and City staff, Shockey will develop the draft Comprehensive Plan recommendations and policies. The plan will include community goals, land use policies, and implementation strategies to guide future development and land use decisions and provide a framework for the City to be adaptable to disruptive technologies and support the community's long-term vision. The plan will build upon the prior Comprehensive Plan and will be integrated with other planning efforts.

## **Comprehensive Plan Elements**

Shockey will review and analyze a range of topics to create key recommendations and match them to the community's updated vision and goals for the future.

### **Neighborhoods and Housing**

Shockey will review the market demand analysis of housing and align recommendations with the economic development strategy. Shockey will conduct an evaluation of zoning opportunities to promote affordable housing options, which include appropriately sized housing alternatives for communities of this size in Missouri, increases in density with mixed uses, options that maximize land use, and preservation standards. Shockey will review existing zoning and subdivision regulations and provide recommendations to improve neighborhood stability and vitality.

## Transportation and Infrastructure

CFS Engineers will provide a summary and analysis of the City's transportation networks. Shockey and CFS will work closely with the City's Public Works Director to review all relevant traffic and roadway plans, major thoroughfare and corridor plans, and trail system to inform transportation recommendations. Shockey and CFS will provide an overview of the City's services and utilities, such as water, wastewater treatment, natural gas, solid waste, recycling, stormwater, streets, and police and fire. Shockey will provide an update on the current state of these services, including the community goals for this area. High-level infrastructure needs to support the future land use plan will be identified.

## **Economic Development**

Shockey will examine the current economic conditions in Gladstone, as well as future trends and forecasts. To better understand future opportunities and potential, Shockey will identify local and regional market opportunities and indicators to provide the necessary foundation for a market summary of different business and real estate sectors. Sustainable economic development policies will be developed and will include the identification of developable land, potential infill sites and redevelopment sites, best uses, future commercial development opportunities, potential industries to recruit, and public policy recommendations. The focus of this work is to set realistic goals and economic development policies based in market-realities today and into the future.

## **Environmental Stewardship**

Shockey will work with City staff to determine how the City wants to communicate their attitude toward environmental stewardship through stormwater best management practices, floodplain management, erosion control, and development regulations. Shockey will review the City's existing policies and regulations to provide updates, especially in terms of implementation actions. Several of our team members are Envision Sustainability Professionals and have backgrounds in environmental policy. Recommendations will ensure sustainable utilization and management of the City's natural resources and align with utility master planning, including updating technologies.

#### Land Use and Urban Design

The Future Land Use chapter will describe the community's past and current land use patterns. Shockey will review existing development regulations, relevant land use documents and plans, and future trends to provide a baseline of information and inform planning recommendations and revisions to the Future Land Use Plan.

**Draft Plan Presentation to Planning Commission:** Shockey will prepare materials and present the draft plan to the Planning Commission and gather feedback. Revisions will be incorporated before the draft plan is shared at the public open house.

Implementation Plan: Shockey will work with City staff and elected officials to establish performance measures using a detailed strategic management tool that City staff can use to track progress. Shockey will develop a detailed implementation plan that includes key tasks, assigned responsibilities, and due dates.

## Phase 4: Adopting the Plan

We will work closely with the Advisory Committee, City leadership, City staff, and the community to finalize the plan for adoption. We will present the final plan to the Planning Commission and City Council and deliver the final work product.

**Draft Plan Final Review:** Shockey will submit the revised draft Comprehensive Plan to City staff for final review and input. The draft will be revised to incorporate feedback from City staff.

**City Council Public Hearing:** As required per the City's adoption process, Shockey will make a presentation to the City Council during a public hearing.

**Planning Commission Public Hearing:** As required per the City's adoption process, Shockey will make a presentation to the Planning Commission for adoption during a public hearing.

**Final Comprehensive Plan Delivery:** Using the feedback received at the adoption presentation, Shockey will work closely with City staff to revise and finalize the final Comprehensive Plan. Shockey will work with the City Staff to create a public-facing, interactive web-based plan with intuitive, user-friendly navigation. The final plan will be graphically appealing, creatively incorporating infographics, photos, and clean design elements.

## Exhibit B Fee Schedule

| Project Management Bi-Weekly Project Management Meetings              | <b>\$16,680</b><br><b>\$11,560</b>   |
|---|--|
| Ongoing Coordination  | \$5,120  |
| Phase 1: Developing the Story of Gladstone                            | \$18,720   |
| Project Kickoff Meeting   | \$2,260  |
| Advisory Committee Meeting #1   | \$3,010  |
| Public Engagement Plan  | \$1,320  |
| Branding  | \$1,300<br>\$3,040   |
| Existing Plans Review & Analysis Current Snapshot                     | \$3,040<br>\$4,750   |
| Critical Questions & Trends   | \$3,040  |
|   | \$21,660   |
| Phase 2: Building Community Consensus Advisory Committee Meeting #2   | \$2,850  |
| Online Surveys  | \$4,740  |
| Interactive Community Workshop (hybrid)                               | \$5,600  |
| Pop-Up Events   | \$1,580  |
| Key Stakeholder Interviews (up to 4)                                  | \$2,770  |
| City Leadership Workshop  | \$4,120  |
| Phase 3: Crafting the Plan  | \$49,090   |
| Advisory Committee Meeting #3   | \$2,850  |
| Topical Papers & Potential Strategies                                 | \$10,310   |
| Land Use & Market Analysis  | \$4,360  |
| Mapping & Scenario Planning   | \$8,420  |
| Advisory Committee Meeting #4   | \$2,850  |
| Draft Comprehensive Plan Development                                  | \$9,140  |
| Draft Plan Presentation to Planning Commission  Joint Review Workshop | \$2,040<br>\$5,680   |
| Implementation Plan   | \$3,440  |
|   | AND DESCRIPTION OF THE PARTY OF |
| Phase 4: Adopting the Plan  Draft Plan Final Review                   | \$11,650<br>\$2,410  |
| City Council Public Hearing   | \$2,410  |
| Planning Commission Public Hearing                                    | \$2,040  |
| Final Comprehensive Plan Delivery                                     | \$5,160  |
| Staff Hours   | St. 72-80.8  |
| Labor Total   | \$117,800  |
| Reimbursable Expenses & Travel  | \$2,200  |
| Project Total   | \$120,000  |
| 1 10 100 1 10 101 1 1 1 1 1 1 1 1 1 1 1                               |  |

AN ORDINANCE APPROVING THE DELIVERY OF SCHEDULE 3 TO AN EXISTING MASTER EQUIPMENT LEASE PURCHASE AGREEMENT FINANCING PROVIDING **FOR** PURPOSE OF ACQUISTION AND INSTALLATION OF CERTAIN EQUIPMENT FOR **APPROVING AUTHORIZING AND** AND DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND CITY **MANAGER** TO SIGN RELATED **AUTHORIZING** THE DOCUMENTS.

WHEREAS, the City of Gladstone, Missouri (the "City"), desires to obtain financing for the acquisition and installation of radio equipment for the police and fire departments (the "Project") and paying certain costs related to such actions; and

WHEREAS, in order to accomplish the purposes set forth herein, the City desires to authorize the execution and delivery of Schedule 3 (the "Schedule 3") to an existing Master Equipment Lease Purchase Agreement dated December 22, 2017, between Clayton Holdings, LLC and the City (the "Master Lease"); and

WHEREAS, in order to facilitate the foregoing and to provide financing to pay the cost thereof, it is necessary and desirable for the City to enter into Schedule 3, under which Clayton Holdings, LLC, will advance the amount of \$850,000 for such purposes, together with an Escrow Agreement among the City, Clayton Holdings, LLC and UMB Bank, N.A. (the "Escrow Agreement"), both in substantially the form presented to the City Council at this meeting, a copy of which will be filed in the records of the City; and

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

**Section 1. Authorization of Documents.** Schedule 3 and the Escrow Agreement (collectively, the "City Documents") are hereby authorized and approved in substantially the forms submitted to and reviewed by the City Council of the City on the date hereof, with such changes therein as shall be approved by the Mayor or the City Manager of the City, with the Mayor's or City Manager's execution thereof to be conclusive of the approval thereof.

The obligation of the City to pay rental payments under Schedule 3 and the Master Lease is limited to payment from funds annually appropriated by the City Council of the City for that purpose, shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in Schedule 3 and the Master Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Schedule 3 and the Master Lease shall be construed so as to give effect to such intent.

The Mayor or the City Manager is hereby authorized and directed to execute and deliver the City Documents on behalf of the City. The City Clerk is hereby authorized to affix the City's seal thereto and attest said seal where appropriate.

**Section 2. Reimbursement.** The City has previously made and expects to make capital expenditures after the date of the adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with proceeds of Schedule 3.

Section 3. Further Authority. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents and the Project.

**Section 4. Severability**. If any one or more of the terms, provisions or conditions of this ordinance shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, none of the remaining terms, provisions or conditions of this ordinance shall be affected thereby and each provision of this ordinance shall be valid and enforceable to the fullest extent permitted by law.

**Section 5. Effective Date.** This ordinance shall take effect and be in full force from and after its passage by the City Council.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS  $23^{rd}$  DAY OF AUGUST, 2021.

|  | R.D. Mallams, Mayor                      |  |  |  |
|--|--|--|--|--|
| ATTEST:                                  |  |  |  |  |
| Ruth Bocchino, City Clerk                |  |  |  |  |
| 1 <sup>st</sup> Reading: August 23, 2021 | 2 <sup>nd</sup> Reading: August 23, 2021 |  |  |  |



## Request for Council Action

RES □# City Clerk Only

BILL ⊠# 21-27

ORD # 4.565

Date: 8/19/2021

Department: Finance

Meeting Date Requested: 8/23/2021

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

Subject: Radio Project Financing

<u>Background</u>: In previous open study sessions, staff discussed the recommendation to purchase/finance new radios with AES encryption, a voice recorder for calls to dispatch, and dispatch console modifications. Our partners at Commerce Bank worked with City Staff to create a financing plan that will be beneficial to both parties. The plan will allow the City to trade the current radios for a discount on the new radios, finance the new radios for 7 years, and have minimal financial impact on the PSST fund.

<u>Budget Discussion</u>: Funds are budgeted in the amount of \$ 190,000 from the PSST Fund. Ongoing costs are estimated to be \$ 200,000 annually. Previous years' funding was \$190,000

<u>Public/Board/Staff Input:</u> Escrow agreement with UMB (escrow for Commerce Bank), Master Lease, and ordinance to follow.

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

Dominic Accurso

JM

SW

Department Director/Administrator

City Attorney

City Manager

## SCHEDULE OF EQUIPMENT NO. 3

## COUNTERPART NO. 1

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

- Re: Schedule of Equipment No. 3 dated September 3, 2021 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of December 22, 2017 (collectively, the "Agreement"), between Clayton Holdings, LLC, as Lessor, and City of Gladstone, Missouri, as Lessee.
- Defined Terms. All terms used herein have the meanings ascribed to them in the Agreement.
- 2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as Attachment 1, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
- 3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as Attachment 2 hereto. In accordance with the provisions of Section 10.01(a) of the Agreement, this Schedule is subject to optional prepayment by Lessee in whole on any Rental Payment Date at:
  - (a) 103% of the outstanding principal amount thereof, plus accrued interest to the prepayment date, beginning on September 4, 2021 to and including August 31, 2022.
  - (b) 102% of the outstanding principal amount thereof, plus accrued interest to the prepayment date, beginning on September 1, 2022 to and including August 31, 2023.
  - (c) 101% of the outstanding principal amount thereof, plus accrued interest to the prepayment date, beginning on September 1, 2023 and any date thereafter.

Notwithstanding the foregoing, there is no prepayment premium if Lessee is using funds other than proceeds of a grant or an actual or anticipated refunding.

- 4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
  - 5. Certification as to Arbitrage. Lessee hereby represents as follows:
  - (a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

- (b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered, and the Vendor fully paid, within twenty-four months of the commencement of this Schedule.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.
- (d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.
- (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.
- (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

- 6. The Agreement. This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.
- 7. Cross-Collateralization; Cross-Default. Notwithstanding any provision herein to the contrary, Lessor and Lessee intend that this Schedule, Schedule of Equipment No. 1 dated December 22, 2017 and Schedule of Equipment No. 2 dated December 22, 2017 (collectively, the "Other Schedules") shall be and hereby are cross-collateralized. Without limiting the generality of the foregoing, Lessor and Lessee agree that in an Event of Default hereunder with respect to any of the Equipment subject to this Schedule and the Other Schedules, such Event of Default shall be deemed and shall constitute an Event of Default with respect to the Agreement and under each of this Schedule and the Other Schedules, and Lessor shall have the right to exercise all rights and remedies under the Agreement.
- 8. Release of Certain Equipment from Schedule No. 2. In connection with he acquisition of the Equipment described in this Schedule, the parties hereby agree to the release of the emergency radio system from the lien of the Agreement and the security interest granted thereby. The parties agree to cooperate and execute such documents to effectuate such release to be effective on or after the date of this Schedule.

Dated: September 3, 2021

## **CLAYTON HOLDINGS, LLC**

| By:      |                        |
|----------|------------------------|
| Title:   |                        |
| Address: | 8000 Forsyth Boulevard |
|          | St. Louis, MO 63105    |

## CITY OF GLADSTONE, MISSOURI

| By:      |                     |
|----------|---------------------|
| Title:   | City Manager        |
| Address: | 7010 North Holmes   |
|          | Gladstone, MO 64118 |

## ATTACHMENT 1 TO SCHEDULE OF EQUIPMENT NO. 1

## **EQUIPMENT DESCRIPTION**

The Equipment consists of the following equipment to be used by Lessee, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

- Approximately 155 encrypted radios
- Voice/data recorder
- Miscellaneous related equipment and services (e.g. chargers, installation, programming, modification of existing console, etc.)

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to UMB Bank, N.A., as escrow agent, pursuant to the Escrow Agreement dated as of September 3, 2021, among Lessor, Lessee and UMB Bank, N.A., as escrow agent, which descriptions shall be deemed to be incorporated herein.

## ATTACHMENT 2 TO SCHEDULE OF EQUIPMENT NO. 1

## PAYMENT SCHEDULE

Rental payments will be made in accordance with Section 4.01 of the Agreement and this Payment Schedule.

Principal Amount: \$850,000

Interest Rate: 1.75%, Actual/360 basis

| Date           | Tota | al Payment | Int | erest Portion | Principal Portion | "Pur | chase Price |
|----------------|------|------------|-----|---------------|-------------------|------|-------------|
| Loan 9/3/2021  |      |            |     |               |                   | \$   | 850,000.0   |
| 12/1/2021      | \$   | 3,677.43   | \$  | 3,677.43      | \$<br>-           | \$   | 850,000.0   |
| 2021<br>Totals | \$   | 3,677.43   | \$  | 3,677.43      | \$<br>:=          |      |             |
| 6/1/2022       | \$   | 7,437.50   | \$  | 7,437.50      | \$<br>-           | \$   | 850,000.0   |
| 12/1/2022      | \$   | 7,437.50   | \$  | 7,437.50      | \$<br>            | \$   | 850,000.0   |
| 2022<br>Totals | \$   | 14,875.00  | \$  | 14,875.00     | \$<br>-           |      |             |
| 6/1/2023       | \$   | 7,437.50   | \$  | 7,437.50      | \$<br>14          | \$   | 850,000.0   |
| 12/1/2023      | \$   | 7,437.50   | \$  | 7,437.50      | \$<br>-           | \$   | 850,000.0   |
| 2023<br>Totals | \$   | 14,875.00  | \$  | 14,875.00     | \$<br>-           |      |             |
| 6/1/2024       | \$   | 98,624.38  | \$  | 7,437.50      | \$<br>91,186.88   | \$   | 758,813.1   |
| 12/1/2024      | \$   | 98,624.38  | \$  | 6,639.61      | \$<br>91,984.77   | \$   | 666,828.3   |
| 2024<br>Totals | \$   | 197,248.76 | \$  | 14,077.11     | \$<br>183,171.65  |      |             |
| 6/1/2025       | \$   | 98,624.38  | \$  | 5,834.75      | \$<br>92,789.63   | \$   | 574,038.7   |
| 12/1/2025      | \$   | 98,624.38  | \$  | 5,022.84      | \$<br>93,601.54   | \$   | 480,437.1   |
| 2025<br>Totals | \$   | 197,248.76 | \$  | 10,857.59     | \$<br>186,391.17  |      |             |
| 6/1/2026       | \$   | 98,624.38  | \$  | 4,203.83      | \$<br>94,420.55   | \$   | 386,016.6   |
| 12/1/2026      | \$   | 98,624.38  | \$  | 3,377.65      | \$<br>95,246.73   | \$   | 290,769.9   |
| 2026<br>Totals | \$   | 197,248.76 | \$  | 7,581.48      | \$<br>189,667.28  |      |             |
| 6/1/2027       | \$   | 98,624.38  | \$  | 2,544.24      | \$<br>96,080.14   | \$   | 194,689.7   |
| 12/1/2027      | \$   | 98,624.38  | \$  | 1,703.54      | \$<br>96,920.84   | \$   | 97,768.9    |
| 2027<br>Totals | \$   | 197,248.76 | \$  | 4,247.78      | \$<br>193,000.98  |      |             |
| 6/1/2028       | \$   | 98,624.38  | \$  | 855.46        | \$<br>97,768.92   | \$   |             |
| 2028<br>Totals | \$   | 98,624.38  | \$  | 855.46        | \$<br>97,768.92   |      |             |
| rand Totals    | \$   | 821,046.85 | \$  | 71,046.85     | \$<br>850,000.00  |      |             |

<sup>\*</sup> Lessee may exercise its option to purchase pursuant to Section 10.01(a) of the Agreement on the dates set forth in Schedule 3 to the Agreement and pursuant to Section 10.01(b) of the Agreement at any time.

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## **ESCROW AGREEMENT**

This Escrow Agreement (the "Escrow Agreement"), dated as of the 3rd day of September, 2021 and entered into among Clayton Holdings, LLC, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), City of Gladstone, Missouri, a municipal corporation and political subdivision existing under the laws of the State of Missouri ("Lessee"), and UMB Bank, N.A., a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "City of Gladstone, Missouri – Radio System" Amount of Deposit into the Acquisition Fund: \$850,000

## **TERMS AND CONDITIONS**

- 1. This Escrow Agreement relates to Schedule 3 dated September 3, 2021, of the Master Equipment Lease Purchase Agreement dated as of the <u>22nd</u> day of <u>December</u>, 2017, (collectively, the "Lease"), between Lessor and Lessee.
- 2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.
- 3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.
- Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of the Mayor, City Manager, Assistant City Manager or Financing Director of Lessee (each, an "Authorized Lessee Representative"), in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in Section 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.
- 5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.
- 6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment or listed in the Lease or costs of entering into this Agreement and the Lease, Such payment shall be made from the Acquisition

Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved in writing by Lessor, together with the Vendor's invoice specifying the acquisition price of the Equipment described in the Payment Request and Acceptance Certificate. In making any disbursement pursuant to this **Section 6**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. Without limiting the foregoing, the Escrow Agent shall have no duty to review, and shall not be responsible for the contents of, invoices delivered to it hereunder. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

- 7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as Exhibit C, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to Section 8 or 20 of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.
- 8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.
- 9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.
- 10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.
- 11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

- 12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.
- 13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$250 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement (including attorneys' fees and expenses). Claims for such reimbursement may be made to Lessee and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

- If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.
- 15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.
- 16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.
- 17. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.
- 19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.
- 20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be

allocable to the Lessee. The Lessee and Lessor agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the "Acts"), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF,** Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

| Clayton Holdings, LLC<br>LESSOR                                     |
|---|
| By: Title: Officer  |
| City of Gladstone, Missouri<br>LESSEE                               |
| By: Printed Name: <u>Scott Wingerson</u> Title: <u>City Manager</u> |
| UMB Bank, N.A. ESCROW AGENT   |
| Ву:   |
| Title:  |

#### EXHIBIT A

### ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

- 1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.
- 2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

### **EXHIBIT B**

## FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, as Lessor 8000 Forsyth Blvd., Suite 510 St. Louis, Missouri 63105

> UMB Bank, N.A., as Escrow Agent 928 Grand Blvd., 12<sup>th</sup> Floor Kansas City, MO 64106

Re: <u>City of Gladstone – Radio System</u> Acquisition Fund established by the Escrow Agreement, September 3, 2021 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), <u>City of Gladstone</u>, Missouri ("Lessee") and UMB Bank, N.A., as Escrow Agent (the "Escrow Agent")

### Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment, costs of entering into the Lease (described below) or the Escrow Agreement, or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" described in the Lease as that term is defined in the Escrow Agreement.

| Equipment: |  |
|------------|--|
| Payee:     |  |
| Ø          |  |
| Amount: \$ |  |

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

- 1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
- 2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
- 3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
- 4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
  - 5. Lessee is currently maintaining the insurance coverage required by Section 17 of the Lease
  - 6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

| APPROVED:                       | Dated:, 20                            |
|---------------------------------|---------------------------------------|
| Clayton Holdings, LLC<br>LESSOR | City of Gladstone, Missouri<br>LESSEE |
| Ву:                             | Ву:                                   |
| Title: Officer                  | Printed Name:Title:                   |

## **EXHIBIT C**

## FINAL ACCEPTANCE CERTIFICATE

# [THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

| Dated:        |  |
|---------------|--|
| LESSEE        |  |
| Ву:           |  |
| Printed Name: |  |

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## **RESOLUTION NO. R-21-44**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE OF RADIO EQUIPMENT AND ACCESSORIES IN THE AMOUNT OF \$657,243.94.

**WHEREAS**, the present radio communication equipment used by the City of Gladstone is over 10 years old and in need of replacement; and

WHEREAS, the City of Gladstone is part of the Metropolitan Area Regional Radio System (MARRS), which provides the ability for direct communication between public safety agencies throughout the Kansas City region; and

WHEREAS, Motorola Solutions is the vendor selected by the City of Kansas City, Missouri, and Johnson County, Kansas to provide the necessary equipment and accessories for its regional public safety radio communications system; and

WHEREAS, Motorola Solutions has agreed to provide the necessary equipment and accessories to the City of Gladstone under the same contract provisions as negotiated with Johnson County, Kansas, at a cost not to exceed \$657,243.94; and

WHEREAS, the City Council has determined that the radio equipment proposal from Motorola Solutions will best serve the communications needs of the City of Gladstone and provide the required encryption and interoperability capabilities essential to the City's involvement in the regional communications system; and

WHEREAS, the City Council finds that it is in the best interest of the City to contract with Motorola Solutions for the purchase of radio equipment and accessories that are compatible with the regional radio system.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Motorola Solutions for radio equipment and accessories at a cost not to exceed \$657,243.94.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 23<sup>th</sup> DAY OF AUGUST 2021.

| ATTEST: | R.D. Mallams, Mayor |  |  |
|---------|---------------------|--|--|
|         |                     |  |  |



## Request for Council Action

| RES ⊠# R-21-44   | BILL □# City Clerl   | CONLY ORD # C  | City Clerk Only   |
|--|--|--|---|
| Date: 8/17/2021  |  | Departme   | ent: General Administration   |
| Meeting Date Requested: 8/   | 23/2021  |  |   |
| Public Hearing: Yes   Da   | ite: Click here to en  | ter a date.  |   |
| Subject: Radio purchase fro  | om Motorola Solutions  |  |   |
| expected service life. In add<br>(MARRS) is switching to a<br>evaluation, staff has determ | dition, on January 1, 202<br>more secure type of end<br>ined that adding the secu-<br>asing new radios with the<br>w Gladstone to purchase<br>anson County, Kansas a | 22, the Metropolitan Area ryption that our present a are encryption key to the e AES encryption key also the new equipment under MARC. It is anticipated | radios do not have. After present outdated radios is a les ready in the radio. Motorola er the same purchasing ted that the new radio |
| Budget Discussion: Funds a are estimated to be \$ 0 annu                                   |  |  | the PSST Fund. Ongoing costs  |
| Public/Board/Staff Input: St   | aff recommends approv  | al of the Resolution   |   |
| Provide Original Contracts,  | Leases, Agreements, et   | :. to: City Clerk and Ven  | dor   |
| Bob Baer Department Director/Admin   | nistrator  | JM<br>City Attorney  | SW<br>City Manager  |

AN ORDINANCE AMENDING ORDINANCE NO. 3.973 RELATED TO ZONING ORDINANCE REGULATIONS AND THE ESTABLISHMENT OF USE DISTRICTS WITHIN THE CITY OF GLADSTONE, MISSOURI, FOR PROPERTY LOCATED AT 2610 NORTHEAST 60<sup>TH</sup> STREET, GLADSTONE, MISSOURI.

**WHEREAS**, pursuant to applicable City Ordinances, a Petition has been submitted to the Gladstone City Council to rezone the following described property from CP-3 Planned District Commercial to CP-4 Planned District Small Warehouse and Storage. This property is described as 2610 Northeast 60<sup>th</sup> St. Kendallwood Commercial Center, Plat of Lands TR 7 in the City of Gladstone, Clay County, Missouri; and

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

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

**THAT**, the aforesaid land be rezoned from CP-3 to CP-4 as those district areas are set out in the applicable provision of Ordinance No. 3.973.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 23<sup>rd</sup> DAY OF AUGUST, 2021.

|                           | R.D. Mallams, Mayor |  |
|---------------------------|---------------------|--|
| ATTEST:                   |                     |  |
| Ruth Bocchino, City Clerk |                     |  |

FIRST READING: August 23, 2021

SECOND READING: August 23, 2021



## Request for Council Action

RES # City Clerk Only

BILL ⊠# 21-28

ORD # 4.566

Date: 8/16/2021

Department: Community Development

Meeting Date Requested: 8/23/2021

Public Hearing: Yes ☑ Date: 8/23/2021

Subject: Storage 1 KC - Climate Controlled Storage Facility at 2610 NE 60th Street

## Background:

The Applicant is requesting a zoning change from CP-3 Planned District Commercial to CP-4 Planned District Small Warehouse and Storage District to build a brand new indoor climate controlled storage facility called Storage 1 KC.

Previously, this property was a dilapidated car wash that was recently demolished. Currently, this property is vacant.

This facility will be fully fenced, gated, have secure access, and 24-hour video surveillance.

Storage access hours will be from 6:00 a.m. to 10:00 p.m. seven days a week.

An underground Stormwater retention system will be installed on the north side of the property to accommodate the development and site improvements.

Ellen Todd, President of Curry Real Estate submitted a letter to the Community Development Department stating their support for this project.

Steven Potter, Library Director and CEO sent an email to city staff stating their support for this project as well.

The developers have agreed to change the following details on the proposed project:

- Change the external EIFS color from white to gray
- Change the external red lettering/font color to white
- Remove the phone number from the building EIFS
- Add a brick monument sign that will demonstrate the business phone number, address, and name of the business
- The lettering/font on the building is 36 inches tall

<u>Budget Discussion</u>: Funds are budgeted in the amount of \$ from the stimated to be \$ 0 annually. Previous years' funding was \$0

Public/Staff Input/Commission:

No public comments.

City Staff recommends that the request be approved contingent upon the conditions listed in the staff report.

The Planning Commission voted unanimously in favor of the project. 9 Yes - 0 No

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

Austin Greer, Community Development Director

JM

SW

City Attorney

City Manager

# AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR PROPERTY LOCATED AT 2610 NORTHEAST 60<sup>TH</sup> STREET, GLADSTONE, MISSOURI.

**WHEREAS**, pursuant to Section 32-37 of Ordinance No. 2.292 being the Gladstone Zoning Ordinance, public notice was made of a request for site plan approval at 2610 NE 60<sup>th</sup> Street, Gladstone, Missouri; and

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

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

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

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

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

#### SECTION 1. FINAL DEVELOPMENT PLAN APPROVAL.

The Final Development Plan for the above described property is hereby approved subject to the terms and conditions set forth herein:

- 1. Keep an active Gladstone business license in perpetuity.
- 2. The facility and individual storage units shall not be used for temporary or permanent human occupancy.
- 3. All development signage shall comply with approved City standards.
- 4. All manicured grass and landscaped areas shall be irrigated and maintained in perpetuity.
- 5. Tractor trailers shall not be parked or stored overnight. Storage containers shall not be stored on site unless as part of a valid building permit.
- 6. Disabled or unlicensed vehicles shall not be stored on site.
- 7. Entry points of the facility shall be secured twenty-four hours/seven days of the week year round.
- 8. Dumpster and storage areas shall be enclosed on four (4) sides with materials consistent with the primary building and adequately screened from public view. Trash service shall be scheduled between the hours of 7:00 a.m. to 10:00 p.m.
- 9. All exterior fencing shall be aluminum.

- 10. Any and all exterior windows attached to a storage unit must be faux windows.
- 11. Hours of operation and access to the facility shall be between the hours of 6:00 a.m. and 10:00 p.m.
- 12. All mechanical equipment located on the roof and the ground shall be screened from public view similar in design to the rest of the structure. All screening will be reviewed via the building permit process.
- 13. Tractor trailers, storage containers, and other commercial vehicles shall not be parked or stored overnight on the premises.
- 14. Tenants of the storage facility shall not conduct a private business from their individual storage unit(s).
- 15. Enhance landscaping on the north and east sides of the property and submit the revised landscaping plan as part of the building permit.
- 16. A brick monument sign shall serve the development in accordance with city code.

**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.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 23<sup>rd</sup> DAY OF AUGUST, 2021.

|                              | R. D. Mallams, Mayor |
|------------------------------|----------------------|
| ATTEST:                      |                      |
| Ruth E. Bocchino, City Clerk |                      |

FIRST READING: AUGUST 23, 2021 SECOND READING: AUGUST 23, 2021

File #SITE21-00005 and REZON21-00002



# Request for Council Action

RES # City Clerk Only

BILL ⊠# 21-29

ORD # 4.567

Date: 8/16/2021

Department: Community Development

Meeting Date Requested: 8/23/2021

Public Hearing: Yes ☑ Date: 8/23/2021

Subject: Storage 1 KC – Climate Controlled Storage Facility at 2610 NE 60<sup>th</sup> Street

#### Background:

The Applicant is requesting a zoning change from CP-3 Planned District Commercial to CP-4 Planned District Small Warehouse and Storage District to build a brand new indoor climate controlled storage facility called Storage 1 KC.

Previously, this property was a dilapidated car wash that was recently demolished. Currently, this property is vacant.

This facility will be fully fenced, gated, have secure access, and 24-hour video surveillance.

Storage access hours will be from 6:00 a.m. to 10:00 p.m. seven days a week.

An underground stormwater retention system will be installed on the north side of the property to accommodate the development and site improvements.

Ellen Todd, President of Curry Real Estate submitted a letter to the Community Development Department stating their support for this project.

Steven Potter, Library Director and CEO sent an email to city staff stating their support for this project as well.

The developers have agreed to change the following details on the proposed project:

- Change the external EIFS color from white to gray
- Change the external red lettering/font color to white
- Remove the phone number from the building EIFS
- Add a brick monument sign that will demonstrate the business phone number, address, and name of the business

- The lettering/font on the building is 36 inches tall

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

Public/Staff Input/Commission:

No public comments.

City Staff recommends that the request be approved contingent upon the conditions listed in the staff report.

The Planning Commission voted unanimously in favor of the project. 9 Yes - 0 No

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

Austin Greer, Community Development Director

JM

SW

City Attorney

City Manager



# **Community Development Department**

Staff Report

Date: 7/28/2021

File #:

Requested Action: Zoning Change and Site Plan Revision

Date of PC Consideration: August 2, 2021

Date of Council Consideration: August 23, 2021

Applicant:

Shane Danner, SDRE LLC

Owner:

O.S.K Carwash

Architect/

Engineer:

Garen Miller, AGM Inc.

Address of Property: 2610 NE 60th Street

# **Planning Information**

Current Zoning: CP-3 Planned Commercial District

• Zoning History: CP-3 Planned Commercial District

• Planned Land Use: Future study area according to the Comprehensive Plan Surrounding Uses: All surrounding zoning districts are CP-3 Planned District Commercial. Surrounding business are the following: Burger King, Midas, Mid-Continent Public Library, Animal Clinic of the Woodlands, and a shopping center where Applebee's is the primary tenant.

Applicable Regulations: Zoning and Subdivision Ordinance and Comprehensive Plan

# **Additional Information**

- <u>Public Utility Availability:</u> Existing
- Ingress/Egress: Two access points on 60th Street
- Traffic Impacts: None
- Proposed Signage: On the building. See renderings.

# **Analysis**

The Applicant is requesting a zoning change from CP-3 Planned District Commercial to CP-4 Planned District Small Warehouse and Storage District to build a brand new indoor climate controlled storage facility called Storage 1 KC.

Previously, this property was a dilapidated car wash that was recently demolished. Currently, this property is vacant.

This facility will be fully fenced, gated, have secure access, and 24-hour video surveillance.

Storage access hours will be from 6:00 a.m. to 10:00 p.m. seven days a week.

An underground stormwater retention system will be installed on the north side of the property to accommodate the development and site improvements.

Ellen Todd, President of Curry Real Estate submitted a letter to the Community Development Department stating their support for this project.

Steven Potter, Library Director and CEO sent an email to city staff stating their support for this project as well.

The developers have agreed to the following details on the proposed project:

- Change the external EIFS color from white to gray
- Change the external red lettering/font color to white
- Remove the phone number from the building EIFS
- Add a brick monument sign that will demonstrate the business phone number, address, and name of the business
- The lettering/font on the building is 36 inches tall

#### **Recommended Conditions**

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

- 1. Keep an active Gladstone business license in perpetuity.
- 2. The facility and individual storage units shall not be used for temporary or permanent human occupancy.
- 3. All development signage shall comply with approved City standards.
- 4. All manicured grass and landscaped areas shall be irrigated and maintained in perpetuity.
- 5. Tractor trailers shall not be parked or stored overnight. Storage containers shall not be stored on site unless as part of a valid building permit.
- 6. Disabled or unlicensed vehicles shall not be stored on site.
- 7. Entry points of the facility shall be secured twenty-four hours/seven days of the week year round.
- 8. Dumpster and storage areas shall be enclosed on four (4) sides with materials consistent with the primary building and adequately screened from public view. Trash service shall be scheduled between the hours of 7:00 a.m. to 10:00 p.m.
- 9. All exterior fencing shall be aluminum.
- 10. Any and all exterior windows attached to a storage unit must be faux windows.
- 11. Hours of operation and access to the facility shall be between the hours of 6:00 a.m. and 10:00 p.m.

- 12. All mechanical equipment located on the roof and the ground shall be screened from public view similar in design to the rest of the structure. All screening will be reviewed via the building permit process.
- 13. Tractor trailers, storage containers, and other commercial vehicles shall not be parked or stored overnight on the premises.
- 14. Tenants of the storage facility shall not conduct a private business from their individual storage unit(s).
- 15. Enhance landscaping on the north and east sides of the property and submit the revised landscaping plan as part of the building permit.
- 16. A brick monument sign shall serve the development in accordance with city code.

The Developers of this project have agreed to all conditions.

#### Recommendation

City Staff recommends that the request be <u>APPROVED</u> contingent upon the conditions listed above.

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# PLANNING COMMISSION GLADSTONE, MISSOURI Gladstone City Hall Monday, August 2nd, 2021

7:00 pm

# Item 1 on the Agenda: Roll Call.

Present:

Chase Cookson

Mike Ebenroth, V-Chair

Gary Markenson Kate Middleton Kim Murch James New JN Hernandez Bill Turnage Alicia Hommon

Absent:

Jennifer McGee, Chair

Larry Whitton Brenda Lowe

#### **Council & Staff Present:**

Austin Greer, Community Development Director

Alan Napoli, Building Official Angie Daugherty, Admin. Assistant Jean B. Moore, Council Member

# Item 2 on the Agenda: Pledge of Allegiance.

Vice Chair Ebenroth led the group in reciting the Pledge of Allegiance to the United States of America

<u>Item 3 on the Agenda:</u> Approval of the July 6th, 2021. Vice Chair Ebenroth asked if there was a motion to approve the minutes from the July 6th minutes.

Ms. Middleton moved to approve the minutes; Mr. Markenson seconded. The minutes were approved, 9-0.

<u>Item 4 on the Agenda:</u> Public Hearing: On a Zoning Change and Site Development Plan for property located at 2610 NE 60<sup>th</sup> St. Applicant: Shane Danner Owners: O.S.K. Carwash. The City Council Public Hearing is scheduled for August 23, 2021.

Mr. Greer read from the staff report.

The Applicant is requesting a zoning change from CP-3 Planned District Commercial to CP-4 Planned District Small Warehouse and Storage District to build a brand new indoor climate controlled storage facility called Storage 1 KC.

Previously, this property was a dilapidated car wash that was recently demolished. Currently, this property is vacant.

This facility will be fully fenced, gated, have secure access, and 24-hour video surveillance.

Storage access hours will be from 6:00 a.m. to 10:00 p.m. seven days a week.

An underground stormwater retention system will be installed on the north side of the property to accommodate the development and site improvements.

Ellen Todd, President of Curry Real Estate submitted a letter to the Community Development Department stating their support for this project.

Steven Potter, Library Director and CEO sent an email to city staff stating their support for this project as well.

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

- 1. Keep an active Gladstone business license in perpetuity.
- 2. The facility and individual storage units shall not be used for temporary or permanent human occupancy.
- 3. All development signage shall comply with approved City standards.
- 4. All manicured grass and landscaped areas shall be irrigated and maintained in perpetuity.
- 5. Tractor trailers shall not be parked or stored overnight. Storage containers shall not be stored on site unless as part of a valid building permit.
- 6. Disabled or unlicensed vehicles shall not be stored on site.
- 7. Entry points of the facility shall be secured twenty-four hours/seven days of the week year round.
- 8. Dumpster and storage areas shall be enclosed on four (4) sides with materials consistent with the primary building and adequately screened from public view. Trash service shall be scheduled between the hours of 7:00 a.m. to 10:00 p.m.
- 9. All exterior fencing shall be aluminum.
- 10. Any and all exterior windows attached to a storage unit must be faux windows.
- 11. Hours of operation and access to the facility shall be between the hours of 6:00 a.m. and 10:00 p.m.
- 12. All mechanical equipment located on the roof and the ground shall be screened from public view similar in design to the rest of the structure. All screening will be reviewed via the building permit process.
- 13. Tractor trailers, storage containers, and other commercial vehicles shall not be parked or stored overnight on the premises.
- 14. Tenants of the storage facility shall not conduct a private business from their individual storage unit(s).

15. Enhance landscaping on the north and east sides of the property and submit the revised landscaping plan as part of the building permit.

The Developers of this project have agreed to all conditions.

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

Mr. Matthew Danner 5775 NW 64<sup>th</sup> Terr Suite 203 Kansas City Missouri 64151. Mr. Danner stated that Mr. Greer and Mr. Napoli have been working with them throughout this entire process. They have been helping us with Gladstone's requirements for this rezoning project. They have been back and forth with a few revisions that they have requested. They will have an office manager on site 7 days a week and store hours will be 9:00 a.m. to 6:00 p.m. As Mr. Greer mentioned, customers will have their own access codes to enter the facility. The exit gate will be motioned censored. They will have landscaping to the north side of the property. This property used to be a dilapidated car wash that was torn down. They plan on doing this site justice and hopefully will appeal to the library along with Curry Real-estate which owns a lot of land in this area. This property will be fenced on all four sides. Our fencing material is aluminum and the color will be black. The primary building material is white EIFS They will have black metal overhangs and brick that will be in the front of the building along with our HVAC enclosures. This will be a two story building and the lower level is situated into the side of the hill. The buildings will have a sprinkler system as required by the fire code.

Mr. Turnage asked how long the carwash has been inactive?

Mr. Danner stated two years.

Mr. New asked when they were planning on starting construction?

Mr. Danner stated as soon as possible but it is a bad time with construction materials and prices.

Mr. New asked about indoor entryway and the exterior doors.

Mr. Danner stated that there will be roll up doors on the exterior. Our other facility, just like this one is located at 8331 N. Green Hill Rd. If you would like to drive by this site to see the final product this is the project that we are trying to replicate here in Gladstone. People have been happy with the facility and the way that it looks.

Mr. New asked what the market is like in Gladstone to accommodate another storage unit facility?

Mr. Danner stated that there is only one storage unit facility in Gladstone with this type of storage. This particular project will be temperature and humidity controlled. People can store nice furniture or antiques and other things of value. They are also local to the city of Kansas City. They are close enough to drive by the site and make sure everything is ok and the property is well maintained. They take pride in making sure everything looks good and clean. Curb appeal and safety are top priorities for us.

Ms. Middleton asked how many storage units there are and what would be the total square footage. How much vehicle traffic do you all anticipate?

Mr. Danner stated that total gross square footage is approximately 57,000 feet. The storage unit square footage is approximately 42,000. We are anticipating 340 units as of right now. Unit count goes up when square footage gets smaller, so if you have 10x10 units or 5x10 units then you are doubling your units for the same square footage. Storage facilities are generally low impact on traffic. For example, our location at Green Hills Rd and Barry Rd, those facilities only see a few cars per day.

Mr. Markenson asked how much a medium size storage unit rents for?

Mr. Danner stated that a 10x10 rents for 140.00 per month.

Mx. Hernandez stated that the analysis indicated that there is going to be underground storm water retention on the north side of the development and asked if this retention would address the old run off that currently goes to the library. He did notice on the design that the hill is sloping towards the east. Is there any worry in regards to the water draining to the east?

Mr. Danner stated that they will have storm inlets along the east side of the property, which will carry the water back to the retention area.

Mx. Hernandez asked how many jobs are anticipated with this site location.

Mr. Danner stated that they will have two full-time managers.

Mr. Turnage asked if there were any restrictions as to what their customers can store based on their agreement?

Mr. Danner stated yes, they cannot store drugs, guns, flammable items and no batteries.

Vice Chair Ebenroth closed the public hearing.

MOTION: By Mr. Turnage, second by Ms. Hommon to approve a Zoning Change at property located at 2610 NE 60<sup>th</sup> St.

| Vote: | Mr. Cookson   | Yes |
|-------|---------------|-----|
|       | Mr. Ebenroth  | Yes |
|       | Mx. Hernandez | Yes |
|       | Ms. Hommon    | Yes |
|       | Mr. Markenson | Yes |
|       | Mr. Murch     | Yes |
|       | Mr. New       | Yes |
|       | Mr. Turnage   | Yes |
|       | Ms. Middleton | Yes |

The motion carried. (9-0)

MOTION: By Mr. Markenson, second by Ms. Hommon to approve a Site Development Plan at property located at 2610 NE 60<sup>th</sup> St.

| Vote: | Mr. Cookson   | Yes |
|-------|---------------|-----|
|       | Mr. Ebenroth  | Yes |
|       | Mx. Hernandez | Yes |
|       | Ms. Hommon    | Yes |
|       | Mr. Markenson | Yes |
|       | Ms. Middleton | Yes |
|       | Mr. Murch     | Yes |
|       | Mr. New       | Yes |
|       | Mr. Turnage   | Yes |

The motion carried. (9-0)

# Item 5 on the Agenda: Communication from the City Council

Council Member Moore stated that there are plenty of things and events going on in Gladstone. This week starts the construction of the new Downtown Parking project located on 70<sup>th</sup> Street. The middle island will be taken out, the street widened, and angled parking will be installed for the downtown businesses. This project is scheduled to be completed before Gladfest in October. Also, the City Council approved the Parkside at Hobby Hill development that the Planning Commission unanimously supported.

# Item 6 on the Agenda: Communication from the City Staff

Mr. Greer thanked Mr. Ebenroth for stepping in and running the meeting tonight. Regarding the downtown parking project, there was a major lighting and landscaping component to that project. Unfortunately, materials and labor have gone up significantly, so staff had to scale back the lighting and landscaping portions of the project. The infrastructure part of the project is certainly happening and should be completed before Gladfest the first weekend in October 2021. Also, the fire station #2 ground breaking is tomorrow at 10:30 am. Parking is limited there on site. Public parking will be at the North Kansas City Early Education Center just around the block.

# Item 7 on the Agenda: Communications from the Planning Commission Members

No communication from the Planning Commission Members.

# Item 8 on the Agenda: Adjournment

Vice-Chair Ebenroth adjourned the meeting at 7:24 pm.

Respectfully submitted:

Planning Commission 08-02-2021/Page 6 of 6

|                                      | Approved as submitted |
|--------------------------------------|-----------------------|
| Mike Ebenroth, Vice Chair            |                       |
|                                      | Approved as corrected |
| Angie Daugherty, Recording Secretary |                       |

#### **DEVELOPMENT APPLICATION**



# **CITY OF GLADSTONE**

7010 N HOLMES STREET **GLADSTONE, MISSOURI 64118** PHONE: 436-4110 FAX: 436-2228

Rezonal-00002

File #: <u>Site 21-0005</u>
Application Date: 7-621

PC Date: 8-2-2021 CC Date: 8-23-21

| Application Type:  |                        |   |
|--|------------------------|---|
| ☐ (PH) Special Use F ☐ (PH) Zoning Chan ☐ (PH) Site Plan Rev | ge (\$500)             | <ul> <li>□ (PH) Right-of-Way Vacation (\$200)</li> <li>□ (PH) Variance – BZA (\$200)</li> <li>□ Final Plat/Replat (\$75)</li> </ul> |
| Address of Action:   | 2610 NE                | 60h St.   |
| Legal Description: Attach under separate cover if needed.    |                        |   |
| Proposed Change:   |                        |   |
|  |                        |   |
|  |                        |   |
| Applicant/Property Own                                       | r Information:         |   |
| Applicant(s) Sl  | ane Danner             |   |
| Address ZOI N  | 85th Ter., K           | ansas City MO 64155   |
| Phone (116) 419-   | 1895 Fax:              | E-Mail: smdreder @ apl.com  |
| ☐ Property Owner (i  | f different than appli | icant)  |
| Company  |                        |   |
| Address  |                        | E-Mail:   |
| Phone  | Fax:                   | E-Mail:   |
| ☐ Architect/Enginee  | Garen Mille            | er  |
| Company AGM  | , Inc.                 |   |
| Address 5115 S   | t. Charles Pl., &      | St. Couis, MO 63119   |
| Phone (314) 960  | - 6006 Fax:            | St. Couis, MO 63119<br>E-Mail: garan@garcamillec.com  |
|  |                        | erson is to be the contact.   |
|  | 1/1                    | //  |
| Applicant's Signature  |                        | Date 7/6/2/   |



July 8, 2021

Gladstone City Planning Commission & City Council Gladstone City Hall 7010 N Holmes Street Gladstone, MO 64118

RE: 2610 NE 60th Street

Members of the Planning Commission and members of the City Council,

I am writing on behalf of Curry Real Estate Services to support approval of the proposed zoning change from CP-3 to CP-4 at or about 2610 NE 60<sup>th</sup> St., Gladstone, MO 64119 (a former carwash) to accommodate the proposed Climate Controlled Self-Storage development. We have reviewed the renderings and site plan and believe this to be an excellent use of the property. Our company has had this carwash listed for sale for a significant amount of time and there had been no other viable offers that would add this kind of value to the city.

We are in full support of the proposal and we urge the Planning Commission and, subsequently, the City Council to approve the zoning change for this use.

Sincerely,

Eller M Dad Ellen Todd, CCIM, CPM

President

#### **Austin Greer**

From:

Steve Potter <spotter@mymcpl.org>

Sent:

Wednesday, July 28, 2021 5:07 PM

To:

Austin Greer

Cc:

Scott Wingerson

Subject:

Storage 1 KC

Mr. Greer,

Thank you for sending the information on Storage 1 KC. Mr. Danner has been in touch with me about this development, as well.

I am happy to see improvements on this site. You may or may not know that MCPL has difficulties with the carwash, especially with failure to retain stormwater, creating erosion on our hillside, trash, damage to our fence, and the like. Mr. Danner has assured me that the design will much better manage the stormwater and should help improve our conditions significantly. To that end, I think I can say that I do not oppose this use of the space and I look forward to having engaged and attentive neighbors.

If you have any questions, please feel free to reach out to me.

Steven V. Potter
Library Director and CEO
Mid-Continent Public Library
Administrative Headquarters
15616 E. US Hwy 24, Independence, MO 64050
Spotter@mymcpl.org | www.mymcpl.org
Phone: 816-836-5200

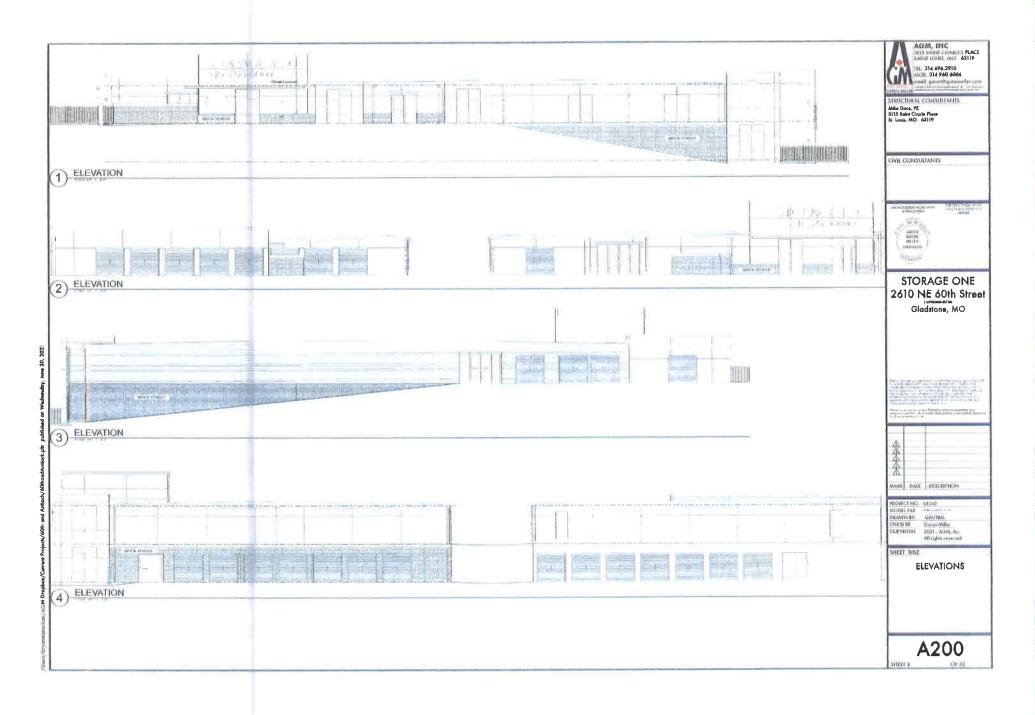
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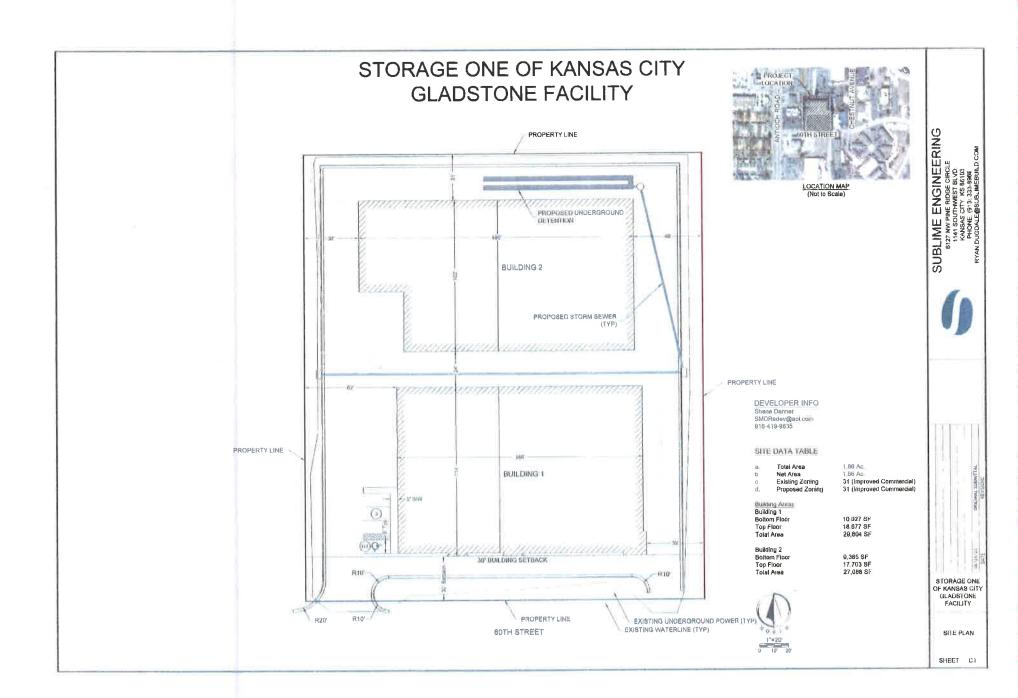
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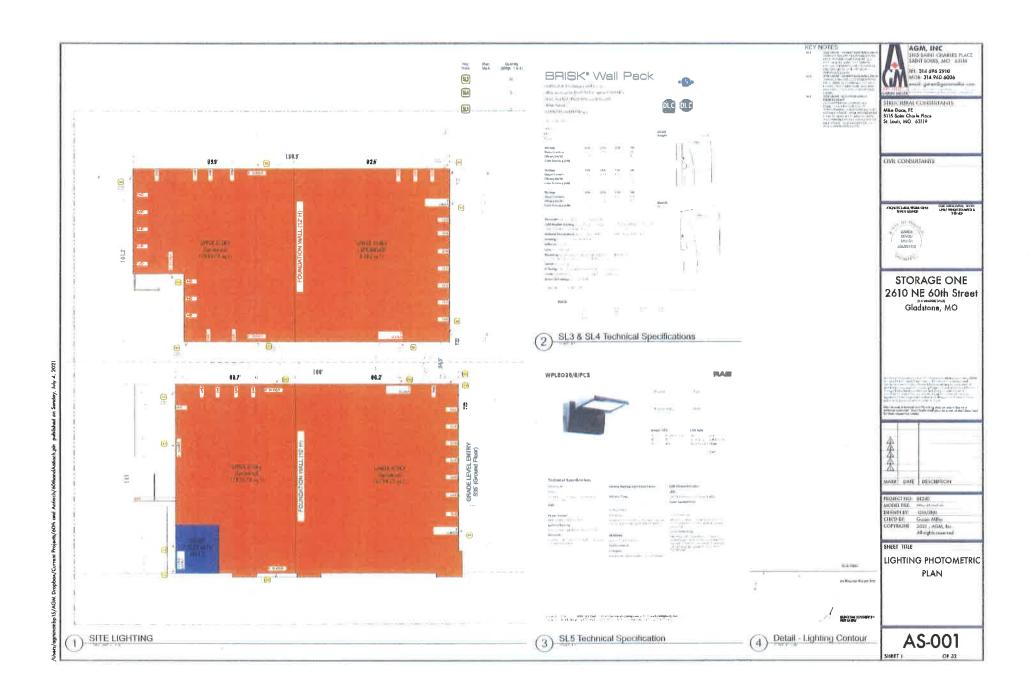
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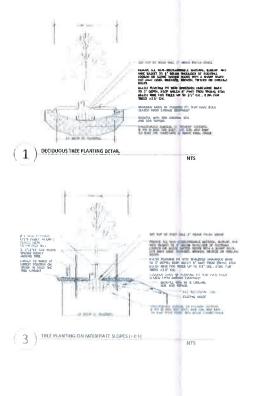
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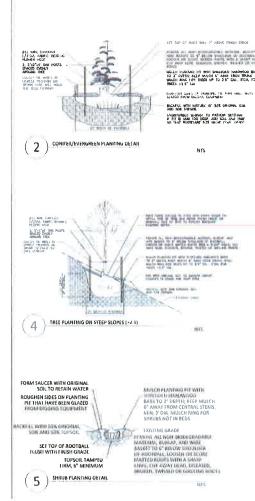
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ALL LANDSCAPE MATERIAL QUANTITIES SHOWN SHALL BE VERIFIED BY CONTRACTOR. CONTRACTOR SHALL VERIFY QUANTITIES: CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN WRITTEN/DRAWN CALCULATIONS PRIOR TO INSTALLATION.

THE LANDSCAPE CONTRACTOR WILL BE HELD FINANCIALLY LIABLE FOR ANY DAMAGE CAUSED TO NEW PAVEMENT, CURBING, OR OTHER COMPLETED CONSTRUCTION ITEMS INCURRED DURING THE LANDSCAPE INSTALLATION.

NO PLANT MATERIAL SUBSTITUTIONS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER

MULCH SHALL BE COMPRISED OF COARSE CHIPPED OR SHREDDED HARDWOOD BARK (eg. CYPRESS MUICH, GEDAR MUICH). MUICH SHALL COME FROM A REPUTABLE SOURCE FREE OF WEED SEEDS.

ALL STIRUB BEDS SHALL BE MULCHED TO A DEPTH OF 3"-4" INCHES. DECIDUOUS, EVERGREEN, AND DRNAMENTAL TREES SHALL INCLUDE A MULCH RING NO LESS THAN 18" IN DIAMETER AT THE TIME OF INSTALLATION, TREE MULCH RINGS SHALL BE MULCHED TO A DEPTH OF 3"-4" INCHES.

ALL MULCHED AREAS NEXT TO LAWN AREAS SHALL HAVE A MANICURED 4"-6" DEPTH EDGE

CONTRACTOR SHALL BE RESPONSIBLE FOR IRRIGATION DESIGN. DESIGN SHALL BE A MULTI-ZONED SYSTEM THAT COMPLIES WITH INDUSTRY STANDARDS FOR DESIGN AND PERFORMANCE IRRIGATION SYSTEM DESIGN SHALL BE APPROVED BY LANDSCAPE ARCHITECT OR OWNER PRIOR TO PURCHASE OF IRRIGATION MATERIALS.

ALL PLANT MATERIAL DELIVERED ON SITE SHALL COMPLY WITH THE GENERAL STANDARDS FOR NURSERY STOCK AS DEFINED BY THE MOST RECENT EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY AMERICANHORY, INCLUDING (BUT NOT EXCLUSIVELY INCLUDING) FORM, HABIT, VIGOR, HEALTH, AND MEASURE.

12. ALL MATERIALS INSPECTED ON SITE AND FOUND TO BE UNACCEPTABLE DUE TO EVIDENCE OF DISEASE, INSECTS, OR FUNGAL GROWTH SHALL BE REMOVED FROM THE SITE ON THE DAY OF THE

13 ALL SIZES INDICATED ON THE PLANT LIST ARE THE MINIMUM ACCEPTABLE SIZE, ALL MATERIAL STALL MEET THE MINIMUM DIAMETERS, DEPTIS, AND CUBIC VOLUMES PER THE "AMPRICAS STANDARD FOR NURSERY STOCK". MATERIAL SMALLER THAN THE MINIMUM ACCEPTED SIZE SHALL NOT BE ACCEPTED. ANY MATERIAL INSTALLED THAT DOES NOT MEET THESE MINIMUM SIZE REQUIREMENTS SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.

14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE PLANTS UNTIL THE DATE OF FINAL ACCEPTANCE OF THE LANDSCAPE WORK BY THE OWNER

15. CONTRACTOR SHALL INCLUDE A ONE YEAR GUARANTEE PERIOD FOR ALL PLANT MATERIAL AND LANDSCAPE WORK, THIS PERIOD SHALL BEGIN FROM THE DATE OF FINAL ACCEPTANCE OF THE LANDSCAPE WORK BY THE OWNER AND CONTINUE FOR 365 DAYS FROM THIS DATE, PLANT MATERIAL WHICH IS NOT IN GOOD LIVING CONDITION (E.G. DEAD, SIGNIFICANT EVIDENCE OF DECLINE OR DIEBACK, SUBSTANTIAL DAMAGE FROM INSECTS OR DISEASES) DURING THE ONE YEAR GUARANTEE PERIOD SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, CONTRACTOR AND OWNER SHALL AGREE ON THE INSTALLATION TIMEFRAME FOR REPLACEMENT MATERIAL 50 AS TO OCCUR DURING NORMAL PLANTING SEASONS.

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"CONTRACTOR" SHALL REFER TO THE GENERAL CONTRACTOR AWARDED THIS SCOPE OF WORK TO COMPLETION, AND ANY SUBCONTRACTOR AWARDED THIS SCOPE OF WORK BY THE AWARDED CONTRACTOR, "LANDSCAPE ARCHITECT" SHALL REFER TO THE LICENSED LANDSCAPE ARCHITECT WHO HAS SEALED THESE CONSTRUCTION DOCUMENTS. "OWNER" SHALL REFER TO THE FINAL OWNER OF THIS PROPERTY AT ANY TIME DURING THE DIDDING, AWARD, CONSTRUCTION, AND MAINTENANCE PERIOD. OR THEIR ASSIGNED REPRESENTATIVE, IF THERE IS A DISCREPANCY IN THE DEFINITION OR FERMINOLOGY OF SAID TERMS PROVIDED IN THE GENERAL CONDITIONS OF THE AWARDED CONTRACT, THE DEFINITION OR TERMINOLOGY STATED IN THE GENERAL CONDITIONS SHALL TAKE PRECEDENCE OVER THE DEFINED TERMINOLOGY IN THIS NOTE

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STORAGE ONE - GLADSTONE GLADSTONE, MO 64119 INITIAL SUBMITTA; LANDSCAPE DETAILS

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# Micro-Storm Water Management Study Shoal Creek Watershed

Storage One KC

2610 NE 60th Street, Gladstone, Clay County, Missouri, 64119 Section 30, Township 51N, Range 32W

> Prepared On: June 17, 2021

Prepared For: Storage One KC Gladstone Facility

Approval \_\_\_\_\_

Prepared by:

Sublime Engineering, LLC 1141 Southwest Boulevard Kansas City, Kansas 66103

913.321.8100



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| Hydraflow Hydrographs Analysis   | Appendix D |
| BMP Worksheets   | Appendix E |

#### **BIBLIOGRAPHY**

February 16, 2011 edition of the Kansas City Metropolitan Chapter, American Public Works Association, Construction and Material Specifications, Section 5600, Storm Drainage Systems and Facilities

#### **APWA 5600 SPECIFICATIONS**

http://kcmetro.apwa.net/chapters/kcmetro/specs/APWA5600.pdf

#### **APWA 5600 SUPPLEMENT(S)**

http://www.kcmo.org/idc/groups/publicworks/documents/publicworks/specifications\_apwa5600supp1.pdf

#### **APWA MARC BMP MANUAL 2012**

October 2012 edition of the Kansas City Metropolitan Chapter, American Public Works Association, Manual for Best Management Practices for Stormwater Quality

Best Management Practices (BMP) Manual Addendum #1 Accepted November 10, 2016 http://kcmetro.apwa.net/content/chapters/kcmetro.apwa.net/file/Specifications/BMPManual\_Oct2012.pdf

#### **GOOGLE MAP**

https://maps.google.com/maps?hl=en

#### **FEMA MAP SERVICE CENTER -**

https://msc.fema.gov/webapp/wcs/stores/servlet/CategoryDisplay?catalogId=10001&storeId=10001&categoryId=12001&langId=-1&userType=G&type=1&dfirmCatId=12009&future=false

# UNITED STATES OF AGRICULTURE – NATURAL RESOURCES CONSERVATION SERVICE http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx

Hydraflow Hydrographs Extension for AutoCAD Civil 3D 2016

#### TR-55 SCS Method

- o 1yr, 2yr, 10yr and 100yr Return Frequency storms
- AMC Type II Soil Moisture conditions
- 24-Hour SCS Type II Rainfall Distribution
- SCS Runoff Curve Numbers per APWA Sec.5602.2
- SCS TR-55 Methods for determination of Time of Concentration.

## Methodology

The proposed development will be analyzed in accordance with the February 16, 2011 edition of the Kansas City Metropolitan Chapter, American Public Works Association (KCAPWA), Construction and Material Specifications, Section 5600, Storm Drainage Systems and Facilities, as currently adopted by the City of Gladstone, Missouri.

Per Section 5608, proposed detention facilities will be designed to limit release rates from the site as follows:

- 50% storm peak rate less than or equal to 0.5 cubic feet per second (cfs) per site
- 10% storm peak rate less than or equal to 2.0 cfs per site acre
- 1% storm peak rate less than or equal to 3.0 cfs per site acre

We completed a detention design using the comprehensive control release rate. This resulted in a detention design that required 1,000 linear feet of 5'-0" diameter perforated pipe, encased in rock. Due to the site slope and site layout, the resulting design was cost prohibitive. We are requesting an exception to the comprehensive control release rates, and we are proposing to provide detention to meet the existing site discharge rates.

Variations in quantity and rate of stormwater discharge between these models will represent the hydrologic impact generated by the proposed development. Runoff rates and detention were analyzed using Hydroflow Hydrographs, which utilizes the following approved methods to model existing and proposed conditions for stormwater runoff. The BMP manual used for the design of the Water Quality components is BMP – MANUAL OF BEST MANAGEMENT PRACTICES FOR STORMWATER QUALITY, OCTOBER 2012, MARC. The following approved methods were used in this report.

- NRCS TR-55 Unit Hydrograph Method
- 50 percent, 10 percent, and 1 percent chance, 24-hour Storm Precipitation Depths
- ARC Type II Soil Moisture Conditions
- 24-Hour NRCS Type II Rainfall Distribution
- Runoff Curve Numbers per NRCS TR-55 (Tables 2-2a 2-2c) and KCAPWA Section 5602.3
- NRCS TR-55 Methods for determination of Time of Concentration and Travel Time.
- Hydroflow Hydrographs uses "Time of Concentration" rather than "Lag Time" for computing subarea hydrology.

Table 1. Rainfall Depths

| Storm    | Percent | Rainfall Depth (in) |
|----------|---------|---------------------|
| 2 Year   | 50%     | 3.50                |
| 10 Year  | 10%     | 5.34                |
| 100 Year | 1%      | 8.55                |

#### General Information

The proposed Storage One KC development is a proposed 1.86 acre commercial development at 2610 NE 60<sup>th</sup> Street, Gladstone, Clay County, Missouri. Once completed, the development will include 2 commercial buildings, paving, private utilities, and associated landscaping. Site runoff is routed to existing public storm sewers.

The proposed development is located entirely in the City of Gladstone, Missouri. The property is bounded by commercial properties on the east, west, and north, and NE 60th Street on the south. Development areas, as described above, and the project location are shown in Appendix 1.

**Table 2: Existing Conditions Outfalls** 

| Sub Basin<br>Description | Corresponding Outfall Description | Outfall Summary     | Watershed   |
|--------------------------|-----------------------------------|---------------------|-------------|
| South Basin              | Existing South                    | South Property Line | Shoal Creek |

#### Curve Numbers

The land use designation for the site under existing conditions Pasture – Fair Condition. Based on the land use designation and the information obtained from the NRCS Web Soil Survey, the curve numbers specified in Table 3 have been used to develop a composite curve number for each sub basin. The composite curve numbers calculated for each sub basin are provided in Table 3.

#### Soil Classification

Soil classifications published by the United States Department of Agriculture/Natural Resources Conservation Service (USDA/NRCS) indicate the existing site is made up of two soil types:

10129 Sharpsburg-Urban Land Complex, 5 to 9 percent slopes Hydrologic Soils Group (HSG) Type D

See Appendix B for a detailed soil report of the proposed development.

**Table 3. Existing Curve Numbers** 

| Sub Basin<br>Description | CN<br>(Area<br>(Ac.)) | CN<br>(Area<br>(Ac.)) | Weighted CN |
|--------------------------|-----------------------|-----------------------|-------------|
| Existing South           | 80<br>(0.78)          | 98<br>(1.08)          | 90          |

#### Times of Concentration

Runoff from sub basins reach their corresponding outfall locations via a combination of sheet flow. Refer to Table 4 for details regarding how the times of concentration were analyzed under existing conditions.

**Table 4. Existing Time of Concentration Calculations** 

| Sub<br>Basin      | Overland Flow                                | Shallow<br>Concentrated<br>Flow | Channel Flow | Tc<br>(Min.) |
|-------------------|--|---------------------------------|--------------|--------------|
| Existing<br>South | Length=300 ft<br>Slope=4.00%<br>N Value=0.20 | NA                              | NA           | 5.00         |

See Exhibit D for an existing drainage map, detailing sub basins, soil boundaries, and flow paths used for time of concentration determination. The results from the existing conditions model have been provided in Exhibit E. A summary of the analysis and results has been provided in Table 5.

Table 5. Existing Conditions Outfall Summary

| Outfall        | Q <sub>1%</sub> (cfs) | Q <sub>10%</sub> (cfs) | Qsex (cfs) |
|----------------|-----------------------|------------------------|------------|
| Existing South | 22.63                 | 13.44                  | 8.08       |

#### Proposed Conditions Analysis

One sub basin has been analyzed under proposed conditions. The sub basin has been designated as follows: South Detained. The outfall designations corresponding to each sub basin are provided in Table 6. In the storm events analyzed, a higher runoff will be generated due to the increase in impervious area and shorter times of concentration due to the increase in impervious area.

Table 6: Proposed Conditions Outfalls

| Sub Basin Description | Corresponding Outfall Description |  |
|-----------------------|-----------------------------------|--|
| South Detained        | Proposed South Outlet             |  |

#### Curve Numbers

Impervious areas have been given a CN designation of 98.00. Grass areas have been given a CN designation of 80.00, as recommended for >75% grass cover with soils classified as Type D.

Table 7. Proposed Curve Numbers

| I dible 1.  | i iuposcu oui | TO ITALIIDO  |             |
|-------------|---------------|--------------|-------------|
| Sub Basin   | CN            | CN           | Weighted CN |
| Description | (Area (Ac.))  | (Area (Ac.)) |             |
| South       | 80            | 98           | 95          |
| Detained    | (0.28)        | (1.58)       |             |

Table 8, Proposed Time of Concentration Calculations

| Sub Basin         | Overland<br>Flow                          | Shallow<br>Concentrated<br>Flow | Channel Flow | Tc<br>(Min.) |
|-------------------|---|---------------------------------|--------------|--------------|
| South<br>Detained | Length=300 ft<br>Slope=4%<br>N Value=0.20 | NA                              | NA           | 5.00         |

See Exhibit A for a drainage map detailing the site under proposed conditions. Refer to Table 9 for a summary of the sub basins under proposed conditions assuming no detention.

Table 9. Proposed Conditions Hydrology Summary (No Detention)

| Sub Basin      | Q <sub>1%</sub> (cfs) | Q <sub>10%</sub> (cfs) | Q <sub>50%</sub> (cfs) |
|----------------|-----------------------|------------------------|------------------------|
| South Detained | 23.37                 | 14.37                  | 9.15                   |

# A. Identification of Downstream Drainage Issues

To date we are not aware of any drainage issues with the downstream storm sewer system. There are no current downstream flooding issues. The site discharges to a public storm sewer system. The proposed project will increase impervious area, therefore, to assure no adverse impact is anticipated in the downstream drainage system, we are proposing to provide detention.

# B. Preliminary Onsite Drainage System

See Appendix A for the existing and proposed drainage boundaries. A series of curb inlet, junction box, area inlet drainage structures will be required to collect surface runoff along to a detention basin. A summary of existing and proposed discharge rates is included in Table 11.

# C. Drainage Computations

See Appendix D for drainage computations for the 50%, 10%, and 1%-year design flows for the proposed site and for each downstream outfall. A summary of existing and proposed discharge rates is included in Table 11, Section D. There are not any upstream tributary areas to our proposed site. Water quality event flows and volumes for each proposed stormwater treatment facility are outlined later in the study under Item F. Stormwater Treatment Requirements.

#### D. Flood Control Detention

The proposed project does increase the runoff from the site to the south. Therefore, it is our recommendation that detention should be provided on the site for the east sub basin. The detention design is a 5'-0" diameter perforated pipe, 250 linear feet, encased in rock. A summary of the proposed detention can be found in Tables 10 & 11.

Table 10: Summary of Detention Basin Design - South Sub Basin

|                         | And the second s |           |           |
|-------------------------|--|-----------|-----------|
| Self Storage            | 50%  | 10%       | 1%        |
| Drainage Area           |  | 1.86 ac   |           |
| Curve Number            |  | 95        |           |
| Detained Discharge      | 7.03 cfs   | 11.38 cfs | 19.91 cfs |
| Storage Volume          | 1,158 cft  | 2,885 cft | 4,905 cft |
| Storage Elevation       | 928.38   | 929.82    | 931.85    |
| Basin Flow Line Outflow | 925.50   |           |           |
| Outlet Structure        | 1 – 24" Culvert @ 925.50<br>1 – 15" Orifice @ 925.50<br>1 – 15" Orifice @ 929.00   |           |           |
| 100-Year Emergency Weir | NA   |           |           |
| Basin Top Elevation     | 933.50   |           |           |

Table 11: Allowable/Existing and Proposed Discharge Rates

| Eagle Heights - East | 50%, cfs | 10%, cfs | 1%, cfs |
|----------------------|----------|----------|---------|
| Allowable/Existing   | 8.08     | 13.44    | 22.63   |
| Proposed             | 7.03     | 11.38    | 19.91   |

#### E. Stream Corridors

This section is not applicable.

# F. Stormwater Treatment Requirements

Worksheet 1 from the MARC BMP Manual was completed for each lot and is included in Appendix E. The Stormwater Quality for requires a Level of Service of 5.9. BMP stormwater requirements for this site will be met by installing: infiltration, see Appendix E for mitigation package.

# G. Corps of Engineers Requirements

The project site does not contain "wetlands" or "waters of the U.S." therefore a 404 permit will not be required.

## H. FEMA/DWR Requirements

The existing site is located outside of the 100-year flood plain. This area lies in Zone X per the Flood Insurance Rate Map, FIRM 29047C0208E, Map Effective August 3, 2015 for Clay County, Missouri, and Incorporated Areas. The FIRM identifies Zone X as "Areas determined to be outside the 0.2% annual chance floodplain."

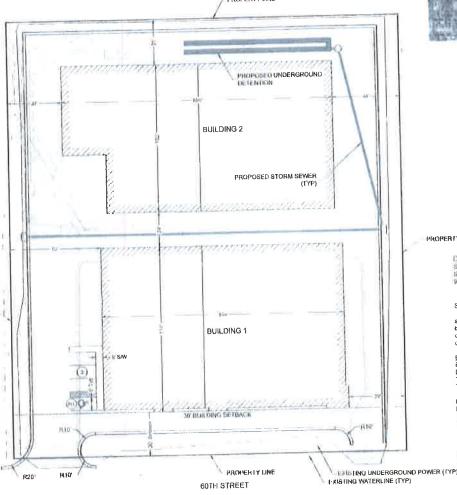
#### Conclusions and Recommendations

The proposed project will cause an increase of peak discharge and volume after the improvements are made to the site. We have reduced the 50%, 10%, and 1% storm events discharge rates to below the allowable discharge rates for each event. We are also meeting the BMP Level of Service.

The proposed development project meets the existing discharge rate for the existing site. Based on this information, Sublime Engineering recommends approval of this Micro-Stormwater Management Study, based upon the information provided herein, we request your approval of the Micro-Storm drainage Study for Storage One KC, Gladstone Facility. If you have any questions, please do not hesitate to contact us.

# Appendix A - Figures

# STORAGE ONE OF KANSAS CITY **GLADSTONE FACILITY**



PROPERTY LINE



(Not to Sould)

SUBLIME ENGINEERING 6127 NW PINE RIDGE CRCLE 1743 SOUTHWEST BLVD KANGASC OT YK SERTE PHONE (912) 333-8968

#### PROPERTY LINE

DEVELOPER INFO State Carner SMDResevitied com 916-418-9835

#### SITE DATA TABLE

Total Area

1 86 Ac 1 88 Ac Nel Area Exieling Zoning Proposed Zoning J1 (Improved Commercial) 31 (improved Commercial)

Building Areas Building 1 Botlom Floor Top Floor Total Area

10,927 SF 18,677 SF 29,604 SF Building 2 Bottom Floor Top Floor Total Area

9,385 SF 17,703 SF 27,066 SF



STORAGE ONE OF KANSAS CITY GLADSTONE FACILITY

SITE PLAN

SHEET C1

# Appendix B - Soils Report



**NRCS** 

Natural Resources Conservation Service A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for Clay County, Missouri

**Self Storage** 



# **Preface**

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2 053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States
Department of Agriculture and other Federal agencies, State agencies including the
Agricultural Experiment Stations, and local agencies. The Natural Resources
Conservation Service (NRCS) has leadership for the Federal part of the National
Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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| Clay County, Missouri                                       | 13 |
| 10129—Sharpsburg-Urban land complex, 5 to 9 percent slopes. | 13 |
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# How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

#### Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

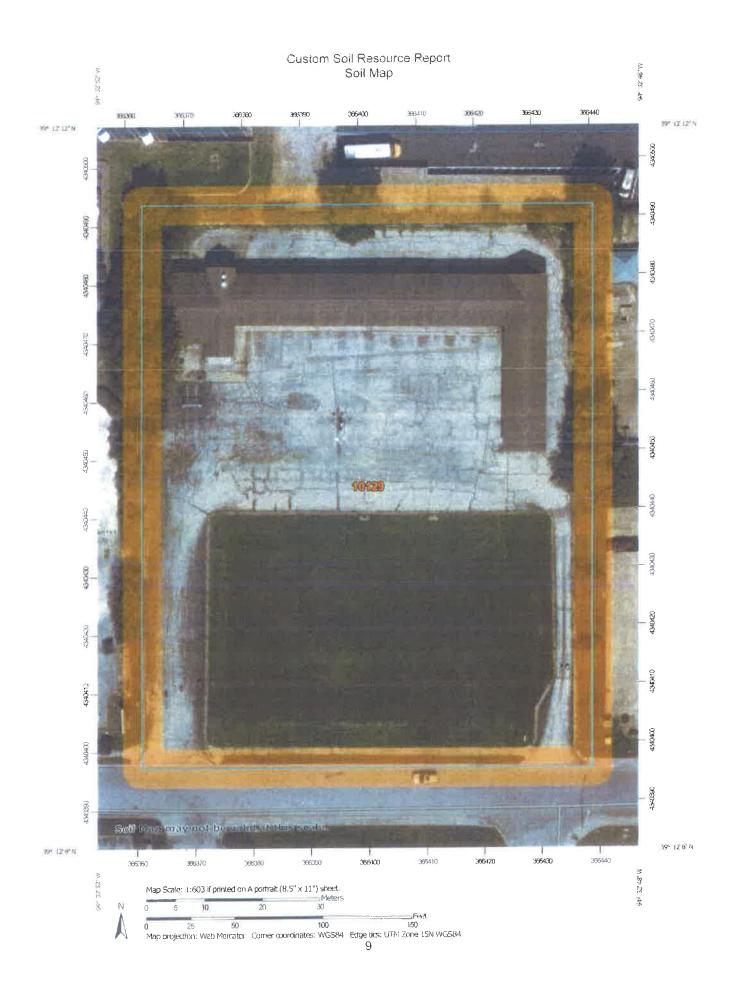
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

# Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



# MAP LEGEND

#### Area of Interest (AOI)

Area of Interest (AOI)

#### Soils

Soil Map Unit Polygons



Soli Map Unit Lines Soil Map Unit Points

## Special Point Features

Blowout

Borrow Pit X

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water 0

Rock Outcrop

Saline Spot

Sandy Spot Severely Eroded Spot -

Sinkhole 0

Slide or Slip b

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other 0

Special Line Features

#### Water Features

Streams and Canals

#### Transportation

Rails +++

Interstate Highways

**US Routes** 

Major Roads

Local Roads

#### Background

Aerial Photography

# MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000

Warning: Soil Map may not be valld at this scale

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements

Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Clay County, Missouri Survey Area Data: Version 21, May 29, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 17, 2019—Sep 25, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# Map Unit Legend

| Map Unit Symbol             | Map Unit Name  | Acres in AOI | Percent of AOI |
|-----------------------------|--|--------------|----------------|
| 10129                       | Sharpsburg-Urban land complex, 5 to 9 percent slopes | 19           | 100.0%         |
| Totals for Area of Interest |  | 1.9          | 100.0%         |

# **Map Unit Descriptions**

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

#### Custom Soil Resource Report

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a soil series. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An undifferentiated group is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

# Clay County, Missouri

# 10129—Sharpsburg-Urban land complex, 5 to 9 percent slopes

## **Map Unit Setting**

National map unit symbol: 2ql0b Elevation: 1,000 to 1,300 feet

Mean annual precipitation: 33 to 41 inches
Mean annual air temperature: 50 to 55 degrees F

Frost-free period: 177 to 220 days

Farmland classification: Farmland of statewide importance

#### **Map Unit Composition**

Sharpsburg and similar soils: 60 percent

Urban land: 35 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Sharpsburg**

#### Setting

Landform: Ridges

Landform position (two-dimensional): Summit Landform position (three-dimensional): Crest

Down-slope shape: Convex Across-slope shape: Convex Parent material: Loess

#### Typical profile

A - 0 to 7 inches: silt loam
Bt - 7 to 48 inches: silty clay loam
C - 48 to 60 inches: silty clay loam

## Properties and qualities

Slope: 5 to 9 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to

moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 24 to 35 inches

Frequency of flooding: None Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water capacity: High (about 11.6 inches)

## Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: D

Ecological site: R109XY002MO - Loess Upland Prairie

Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)

Hydric soil rating: No

# Custom Soil Resource Report

# **Description of Urban Land**

## Setting

Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest

# Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 8

Hydric soil rating: No

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# Appendix C - FEMA – Firmette

#### NOTES TO USERS

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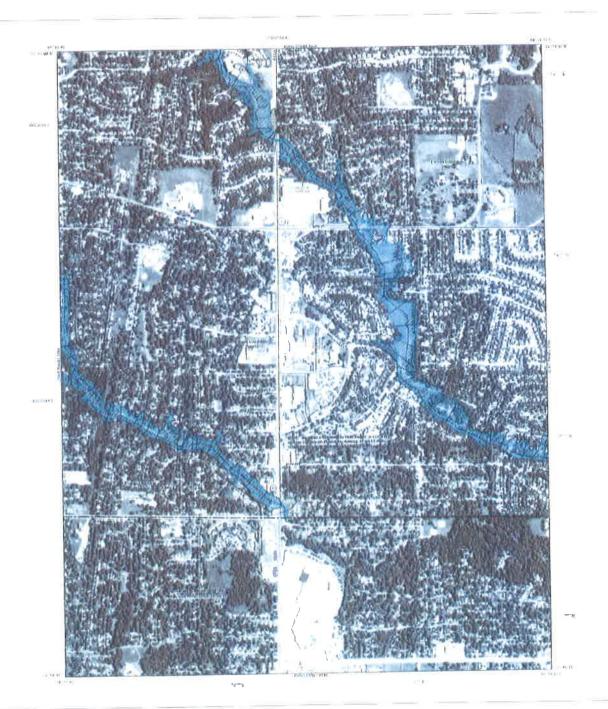
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# Appendix D - Detention Report

# Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

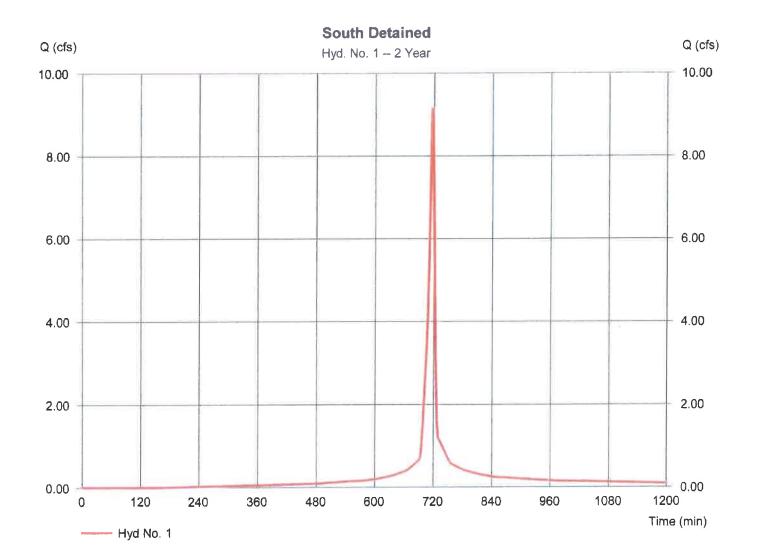
| Hyd.<br>No. | Hydrograph<br>type<br>(origin) | Peak<br>flow<br>(cfs) | Time<br>interval<br>(min) | Time to<br>Peak<br>(min) | Hyd.<br>volume<br>(cuft) | Inflow<br>hyd(s) | Maximum<br>elevation<br>(ft) | Total<br>strge used<br>(cuft) | Hydrograph<br>Description |
|-------------|--------------------------------|-----------------------|---------------------------|--------------------------|--------------------------|------------------|------------------------------|-------------------------------|---------------------------|
| 1           | SCS Runoff                     | 9.154                 | 1                         | 717                      | 20,464                   |                  | si meren ilem                | Mary and the second second    | South Detained            |
| 2           | Reservoir                      | 0 723                 | 1                         | 748                      | 20,463                   | 1                | 928.80                       | 8,362                         | Self Storage Basin        |
| 3           | SCS Runoff                     | 8.084                 | 1                         | 717                      | 17,045                   | (www.instrum.org |                              | 77                            | Existing Site             |
| 4           | Reservoir                      | 7.026                 | 1                         | 721                      | 20,464                   | 1                | 928.38                       | 1,158                         | Existing Discharge        |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             | 21.06.17 Self                  |                       |                           |                          | Return                   |                  |                              | Friday, 06                    |                           |

Friday, 06 / 25 / 2021

# Hyd. No. 1

## South Detained

= 9.154 cfs Peak discharge Hydrograph type = SCS Runoff = 717 min Time to peak Storm frequency = 2 yrs Hyd. volume = 20,464 cuft = 1 min Time interval Curve number = 95 Drainage area = 1.860 ac = 0 ft= 0.0 % Hydraulic length Basin Slope Time of conc. (Tc)  $= 5.00 \, \text{min}$ Tc method = User = Type II Distribution Total precip. = 3.50 in= 484 Shape factor = 24 hrs Storm duration



Friday, 06 / 25 / 2021

# Hyd. No. 2

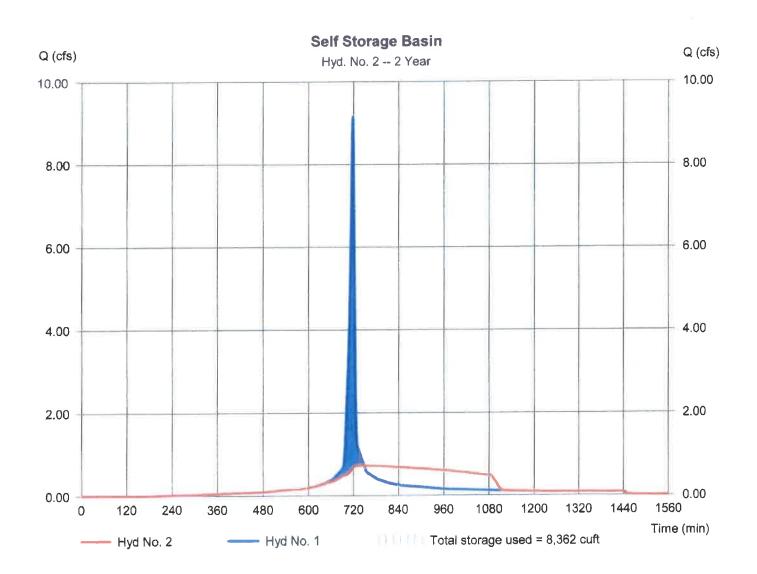
Self Storage Basin

Hydrograph type = Reservoir
Storm frequency = 2 yrs
Time interval = 1 min

Inflow hyd. No. = 1 - South Detained Reservoir name = Self Storage Peak discharge = 0.723 cfs
Time to peak = 748 min
Hyd. volume = 20,463 cuft
Max. Elevation = 928.80 ft

Max. Storage = 8,362 cuft

Storage Indication method used



Friday, 06 / 25 / 2021

# Pond No. 1 - Self Storage

## **Pond Data**

**UG Chambers** -Invert elev = 927 00 ft, Rise x Span =  $5.00 \times 5.00$  ft, Barrel Len = 250 00 ft, No. Barrels = 4, Slope = 0.00%, Headers = Yes **Encasement** -Invert elev. = 925.50 ft, Width = 30.00 ft, Height = 8.00 ft, Voids = 0.40%

## Stage / Storage Table

| Stage (ft) | Elevation (ft) | Contour area (sqft) | Incr. Storage (cuft) | Total storage (cuft) |
|------------|----------------|---------------------|----------------------|----------------------|
| 0.00       | 925.50         | n/a                 | 0                    | 0                    |
| 0.80       | 926.30         | n/a                 | 119                  | 119                  |
| 1.60       | 927.10         | n/a                 | 235                  | 354                  |
| 2.40       | 927.90         | n/a                 | 2,974                | 3,328                |
| 3.20       | 928.70         | n/a                 | 4,426                | 7,754                |
| 4.00       | 929.50         | n/a                 | 4,971                | 12,725               |
| 4.80       | 930.30         | n/a                 | 4,977                | 17,703               |
| 5.60       | 931.10         | n/a                 | 4,417                | 22,120               |
| 6.40       | 931.90         | n/a                 | 2,971                | 25,091               |
| 7.20       | 932.70         | n/a                 | 235                  | 25,325               |
| 8.00       | 933.50         | n/a                 | 119                  | 25,444               |

## **Culvert / Orifice Structures**

#### **Weir Structures**

|                 | [A]      | [B]    | [C]    | [PrfRsr] |                | [A]         | [B]      | [C]  | [D]  |
|-----------------|----------|--------|--------|----------|----------------|-------------|----------|------|------|
| Rise (in)       | = 24.00  | 4.00   | 12.00  | 0.00     | Crest Len (ft) | Inactive    | 0.00     | 0.00 | 0_00 |
| Span (In)       | = 24.00  | 4.00   | 12.00  | 0.00     | Crest El. (ft) | = 930.30    | 0.00     | 0.00 | 0.00 |
| No. Barrels     | = 1      | 1      | 1      | 0        | Weir Coeff.    | = 3.33      | 3 33     | 3 33 | 3.33 |
| Invert El. (ft) | = 925.50 | 925.50 | 929.00 | 0.00     | Weir Type      | = Rect      |          | ***  |      |
| Length (ft)     | = 10.00  | 1.00   | 1.00   | 0.00     | Multi-Stage    | = Yes       | No       | No   | No   |
| Slope (%)       | = 2.00   | 2.00   | 2.00   | n/a      |                |             |          |      |      |
| N-Value         | = 013    | 013    | 013    | n/a      |                |             |          |      |      |
| Orifice Coeff.  | = 0.60   | 0.60   | 0.60   | 0.60     | Exfll.(in/hr)  | = 0.000 (by | Contour) |      |      |
| Multi-Stage     | = n/a    | Yes    | Yes    | No       | TW Elev. (ft)  | = 0.00      |          |      |      |

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s)

## Stage / Storage / Discharge Table

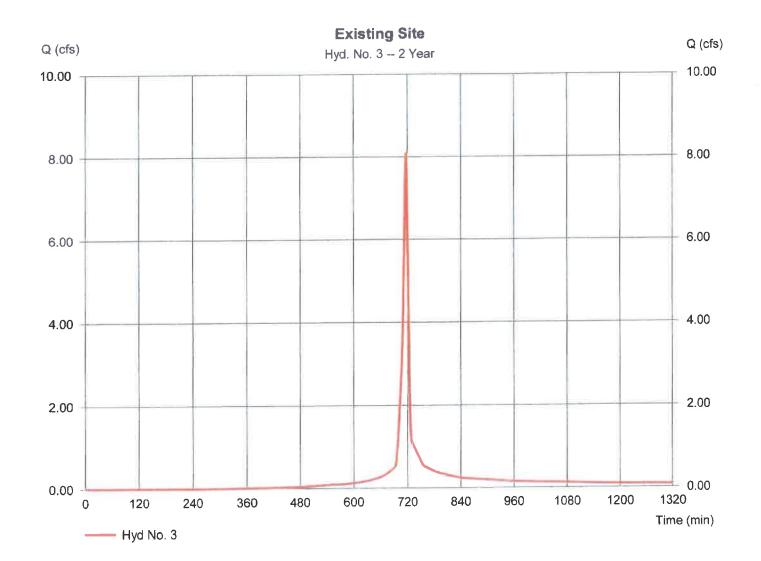
| Stage<br>ft | Storage cuft | Elevation ft | CIV A<br>cfs | Clv B<br>cfs | CIV C<br>cfs | PrfRsr<br>cfs | Wr A<br>cfs | Wr B<br>cfs | Wr C<br>cfs | Wr D<br>cfs | Exfil<br>cfs | User<br>cfs | Total<br>cfs |
|-------------|--------------|--------------|--------------|--------------|--------------|---------------|-------------|-------------|-------------|-------------|--------------|-------------|--------------|
| 0.00        | 0            | 925.50       | 0.00         | 0.00         | 0.00         | -             | 0.00        | ***         | -           | ****        | A-4-6        |             | 0.000        |
| 0.80        | 119          | 926.30       | 0.32 ic      | 0.32 ic      | 0.00         | 440           | 0.00        |             | ***         |             | ***          |             | 0.320        |
| 1.60        | 354          | 927.10       | 0.48 ic      | 0.48 ic      | 0.00         |               | 0.00        |             |             |             | new          | ***         | 0.483        |
| 2.40        | 3.328        | 927.90       | 0.61 ic      | 0.61 ic      | 0.00         |               | 0.00        | 222         | 1000        | ***         |              |             | 0.607        |
| 3.20        | 7.754        | 928.70       | 0.73 ic      | 0.71 ic      | 0.00         | ***           | 0.00        |             | 500         | ***         | ***          | ***         | 0.711        |
| 4.00        | 12,725       | 929.50       | 1.73 ic      | 0.78 ic      | 0,95 ic      | 1000          | 0.00        |             | ***         | ***         | ***          | ***         | 1,728        |
| 4.80        | 17.703       | 930 30       | 4.24 oc      | 0.82 ic      | 3.38 ic      |               | 0.00        | 4.50        |             |             |              | 222         | 4.206        |
| 5.60        | 22,120       | 931 10       | 5,67 oc      | 0.88 ic      | 4.78 ic      |               | 0.00        |             |             |             |              |             | 5.664        |
| 6.40        | 25,091       | 931.90       | 6.80 ac      | 0.94 ic      | 5.86 ic      | (300)         | 0.00        | (1000)      | ***         | *****       | ***          | ****        | 6.796        |
| 7.20        | 25.325       | 932.70       | 7 77 00      | 0.99 ic      | 6.76 ic      | ***           | 0.00        | 100         | ***         | when .      | 100.0        | 400         | 7 757        |
| 8.00        | 25,444       | 933 50       | 8.62 oc      | 1.04 ic      | 7,56 ic      | -             | 0.00        |             | ***         | ***         | -            |             | 8.605        |

Friday, 06 / 25 / 2021

# Hyd. No. 3

**Existing Site** 

= 8.084 cfsPeak discharge = SCS Runoff Hydrograph type  $= 717 \, \text{min}$ Time to peak = 2 yrs Storm frequency Hyd. volume = 17,045 cuftTime interval = 1 min Curve number = 90= 1.860 acDrainage area = 0 ftHydraulic length Basin Slope = 0.0 %Time of conc. (Tc)  $= 5.00 \, \text{min}$ Tc method = User Distribution = Type II Total precip. = 3.50 in= 484 Shape factor Storm duration = 24 hrs



Friday, 06 / 25 / 2021

# Hyd. No. 4

**Existing Discharge** 

Hydrograph type Storm frequency Time interval = Reservoir = 2 yrs = 1 min

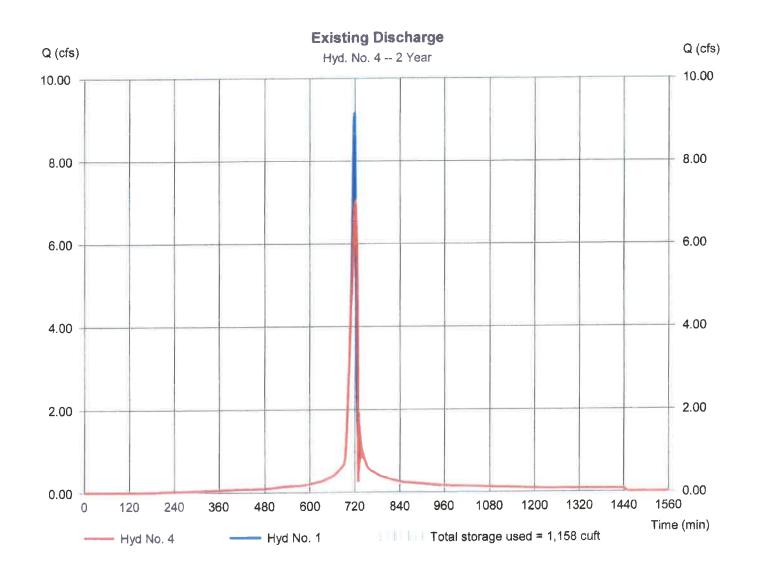
Inflow hyd. No. = 1 - South Detained Reservoir name = Self Storage 2 Peak discharge Time to peak

= 7.026 cfs = 721 min

Hyd. volume Max. Elevation Max. Storage = 20,464 cuft = 928.38 ft

= 1,158 cuft

Storage Indication method used



Friday, 06 / 25 / 2021

#### Pond No. 2 - Self Storage 2

#### **Pond Data**

## Stage / Storage Table

| Stage (ft) | Elevation (ft) | Contour area (sqft) | Incr. Storage (cuft) | Total storage (cuft) |
|------------|----------------|---------------------|----------------------|----------------------|
| 0.00       | 925.50         | n/a                 | 0                    | 0                    |
| 0.80       | 926.30         | n/a                 | 10                   | 10                   |
| 1.60       | 927.10         | n/a                 | 33                   | 43                   |
| 2.40       | 927.90         | n/a                 | 585                  | 628                  |
| 3.20       | 928.70         | n/a                 | 878                  | 1,506                |
| 4 00       | 929.50         | n/a                 | 988                  | 2,494                |
| 4.80       | 930.30         | n/a                 | 989                  | 3,483                |
| 5.60       | 931.10         | n/a                 | 876                  | 4,359                |
| 6.40       | 931.90         | n/a                 | 585                  | 4,944                |
| 7 20       | 932.70         | n/a                 | 33                   | 4,976                |
| 8.00       | 933.50         | n/a                 | 10                   | 4,986                |

#### **Culvert / Orifice Structures**

#### **Weir Structures**

|                 | [A]      | [B]    | [C]    | [PrfRsr] |                | [A]         | [B]      | [C]  | [D]  |
|-----------------|----------|--------|--------|----------|----------------|-------------|----------|------|------|
| Rise (in)       | = 24.00  | 15.00  | 15.00  | 0.00     | Crest Len (ft) | Inactive    | 0.00     | 0.00 | 0.00 |
| Span (in)       | = 24.00  | 15.00  | 15.00  | 0.00     | Crest El. (ft) | = 930.30    | 0 00     | 0.00 | 0.00 |
| No. Barrels     | = 1      | 1      | 1      | 0        | Weir Coeff.    | = 3.33      | 3.33     | 3.33 | 3.33 |
| Invert Et. (ft) | = 925 50 | 925.50 | 929.00 | 0.00     | Weir Type      | = Rect      |          |      |      |
| Length (ft)     | = 10.00  | 1.00   | 1.00   | 0.00     | Multi-Stage    | = Yes       | No       | No   | No   |
| Slope (%)       | = 2.00   | 2.00   | 2.00   | n/a      |                |             |          |      |      |
| N-Value         | = .013   | .013   | .013   | n/a      |                |             |          |      |      |
| Orifice Coeff.  | = 0.60   | 0.60   | 0.60   | 0.60     | Exfil.(in/hr)  | = 0.000 (by | Contour) |      |      |
| Multi-Stage     | = n/a    | Yes    | Yes    | No       | TW Elev. (ft)  | = 0.00      |          |      |      |

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s)

## Stage / Storage / Discharge Table

| Stage<br>ft | Storage cuft | Elevation ft | Clv A<br>cfs | Clv B<br>cfs | Clv C<br>cfs | PrfRsr<br>cfs | Wr A<br>cfs | Wr B<br>cfs | Wr C<br>cfs | Wr D<br>cfs | Exfil<br>cfs | User<br>cfs | Total<br>cfs |
|-------------|--------------|--------------|--------------|--------------|--------------|---------------|-------------|-------------|-------------|-------------|--------------|-------------|--------------|
| 0.00        | 0            | 925.50       | 0.00         | 0.00         | 0.00         | 1000          | 0.00        | (848)       |             | 2000        | 1960         | ***         | 0.000        |
| 0.80        | 10           | 926.30       | 1.92 ic      | 1.92 ic      | 0.00         | ***           | 0.00        | ***         | ***         |             |              |             | 1.923        |
| 1.60        | 43           | 927.10       | 4.61 oc      | 4.52 ic      | 0.00         |               | 0.00        | -           |             | -           | ***          |             | 4.516        |
| 2.40        | 628          | 927.90       | 6.18 oc      | 6.18 ic      | 0.00         | (500)         | 0.00        |             | ***         | -           | -            |             | 6,179        |
| 3.20        | 1.506        | 928.70       | 7.54 oc      | 7.54 ic      | 0.00         | 2000          | 0.00        |             | 2000        | -           |              |             | 7.541        |
| 4.00        | 2,494        | 929.50       | 9.43 oc      | 8.30 ic      | 1.13 ic      | 444           | 0.00        |             | ****        | -           | ***          |             | 9.426        |
| 4.80        | 3,483        | 930.30       | 14 17 oc     | 9.32 ic      | 4.85 ic      |               | 0.00        | leader.     |             | ****        | 1-04         |             | 14.17        |
| 5.60        | 4,359        | 931 10       | 17.45 oc     | 10.27 ic     | 7.18 ic      | 444           | 0.00        | Print to    |             |             | 400          | ***         | 17.45        |
| 6.40        | 4.944        | 931 90       | 20 08 oc     | 11-16 ic     | 8.91 ic      | -             | 0 00        | 1000        | -           | ***         |              |             | 20.08        |
| 7.20        | 4.976        | 932 70       | 22.23 ic     | 11.87 ic     | 10.36 ic     |               | 0.00        |             |             |             | ***          | 5535        | 22.23        |
| 8 00        | 4,986        | 933 50       | 24.11 ic     | 12.48 ic     | 11 63 ic     |               | 0.00        | 1           | -           | ***         | ***          | ***         | 24.11        |

# Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

| lyd.<br>No. | Hydrograph<br>type<br>(orlgin) | Peak<br>flow<br>(cfs) | Time<br>interval<br>(min) | Time to<br>Peak<br>(min) | Hyd.<br>volume<br>(cuft) | Inflow<br>hyd(s) | Maximum<br>elevation<br>(ft) | Total<br>strge used<br>(cuft) | Hydrograph<br>Description |
|-------------|--------------------------------|-----------------------|---------------------------|--------------------------|--------------------------|------------------|------------------------------|-------------------------------|---------------------------|
| 1           | SCS Runoff                     | 14.37                 | 1                         | 717                      | 33,119                   | Sand Special     | water to                     |                               | South Detained            |
| 2           | Reservoir                      | 2.093                 | 1                         | 728                      | 33,118                   | 1                | 929.60                       | 13,339                        | Self Storage Basin        |
| 3           | SCS Runoff                     | 13.44                 | 1                         | 717                      | 29,278                   |                  |                              | ******                        | Existing Site             |
| 4           | Reservoir                      | 11,38                 | 1                         | 720                      | 33,119                   | 1                | 929 82                       | 2,885                         | Existing Discharge        |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
| 202         | 21.06.17 Self                  | Storage.g             | Jpw                       |                          | Return F                 | Period: 10 Y     | /ear                         | Friday, 06 /                  | 25 / 2021                 |

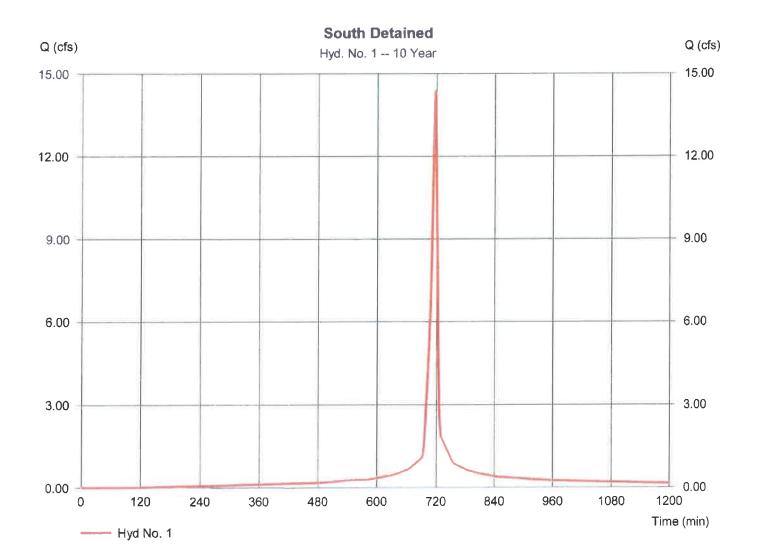
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Friday, 06 / 25 / 2021

# Hyd. No. 1

# South Detained

= 14.37 cfsHydrograph type = SCS Runoff Peak discharge Storm frequency Time to peak  $= 717 \, \text{min}$ = 10 yrs = 33.119 cuftHyd. volume Time interval = 1 min Curve number = 95 = 1.860 ac Drainage area = 0 ftHydraulic length Basin Slope = 0.0 %Time of conc. (Tc)  $= 5.00 \, \text{min}$ Tc method = User Distribution = Type II Total precip. = 5.34 inStorm duration Shape factor = 484 = 24 hrs



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Friday, 06 / 25 / 2021

# Hyd. No. 2

Self Storage Basin

Hydrograph type = Reservoir Storm frequency = 10 yrs Time interval = 1 min

Inflow hyd. No. Reservoir name = 1 min = 1 - South Detained

= Self Storage

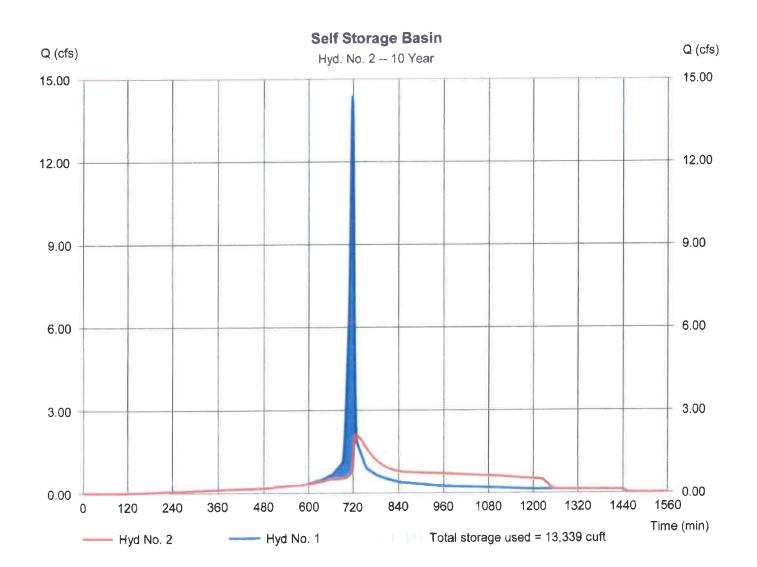
Peak discharge

= 2.093 cfs

Time to peak = 728 min Hyd. volume = 33,118 cuft Max. Elevation = 929.60 ft

Max. Elevation = 929.60 ft Max. Storage = 13,339 cuft

Storage Indication method used



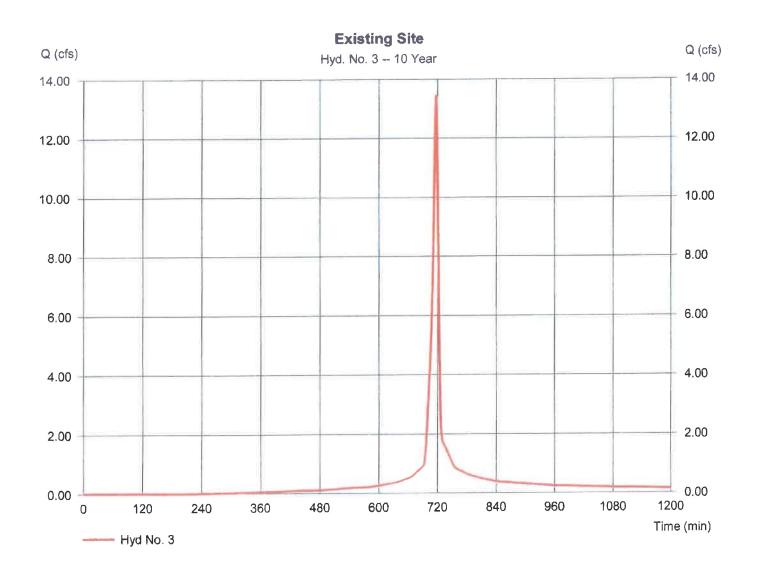
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Friday, 06 / 25 / 2021

# Hyd. No. 3

**Existing Site** 

= 13.44 cfsPeak discharge Hydrograph type = SCS Runoff Time to peak  $= 717 \, \text{min}$ Storm frequency = 10 yrs = 29,278 cuft Hyd. volume Time interval = 1 min = 90 Curve number Drainage area = 1.860 ac = 0 ftHydraulic length = 0.0 %Basin Slope Time of conc. (Tc)  $= 5.00 \, \text{min}$ Tc method = User Distribution = Type II = 5.34 inTotal precip. Shape factor = 484 Storm duration = 24 hrs



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Friday, 06 / 25 / 2021

# Hyd. No. 4

**Existing Discharge** 

Hydrograph type Storm frequency = Reservoir = 10 yrs

Peak discharge Time to peak

= 11.38 cfs= 720 min

Time interval

= 1 min

Hyd. volume

= 33,119 cuft

Inflow hyd. No.

= 1 - South Detained

Max. Elevation

= 929.82 ft

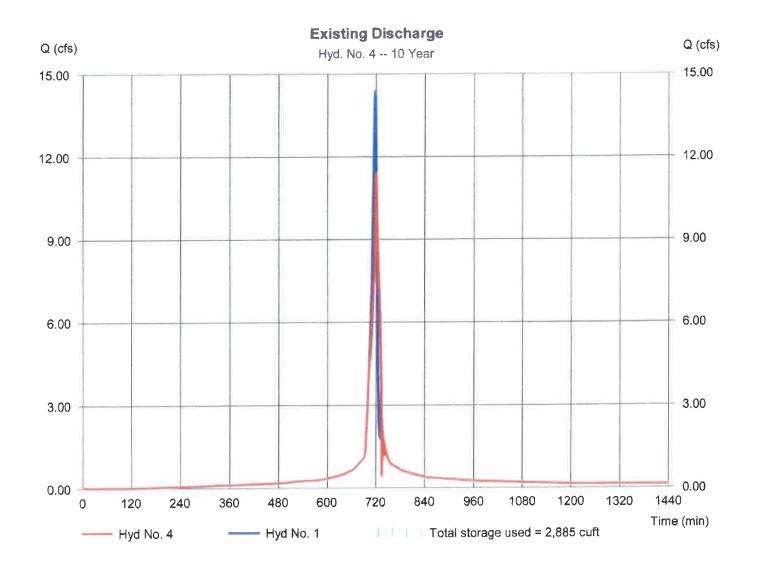
Reservoir name

= Self Storage 2

Max. Storage

= 2,885 cuft

Storage Indication method used



# Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

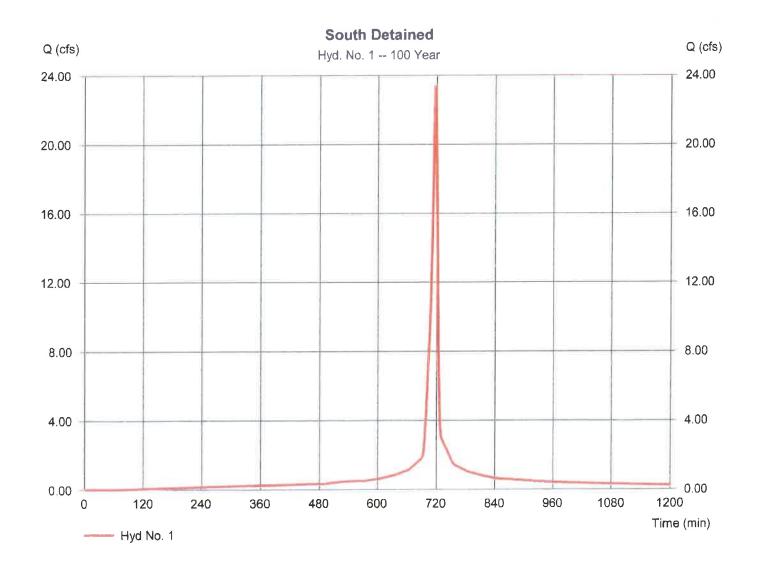
| Hyd.<br>No. | Hydrograph<br>type<br>(origin) | Peak<br>flow<br>(cfs) | Time<br>interval<br>(min) | Time to<br>Peak<br>(min) | Hyd.<br>volume<br>(cuft) | Inflow<br>hyd(s) | Maximum<br>elevation<br>(ft) | Total<br>strge used<br>(cuft) | Hydrograph<br>Description |
|-------------|--------------------------------|-----------------------|---------------------------|--------------------------|--------------------------|------------------|------------------------------|-------------------------------|---------------------------|
| 1           | SCS Runoff                     | 23.37                 | 1                         | 717                      | 55,349                   |                  | April, considered the        | \$-4-m-0-4-4                  | South Detained            |
| 2           | Reservoir                      | 5.539                 | 1                         | 725                      | 55,349                   | 1                | 931.02                       | 21,687                        | Self Storage Basin        |
| 3           | SCS Runoff                     | 22.63                 | 1                         | 717                      | 51,159                   |                  |                              |                               | Existing Site             |
| 4           | Reservoir                      | 19.91                 | 1                         | 720                      | 55,349                   | 1                | 931.85                       | 4,905                         | Existing Discharge        |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
|             |                                |                       |                           |                          |                          |                  |                              |                               |                           |
| 202         | 1.06.17 Self                   | Storage g             | gpw                       |                          | Return F                 | Period: 100      | Year                         | Friday, 06 /                  | 25 / 2021                 |

Friday, 06 / 25 / 2021

# Hyd. No. 1

# South Detained

= 23.37 cfsHydrograph type = SCS Runoff Peak discharge = 717 min Storm frequency = 100 yrs Time to peak Hyd. volume = 55,349 cuftTime interval = 1 min Curve number = 95 = 1.860 ac Drainage area = 0 ft= 0.0 % Hydraulic length Basin Slope Time of conc. (Tc)  $= 5.00 \, \text{min}$ Tc method = User Distribution = Type II Total precip. = 8.55 inShape factor = 484 Storm duration = 24 hrs



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Friday, 06 / 25 / 2021

= 5.539 cfs

= 725 min

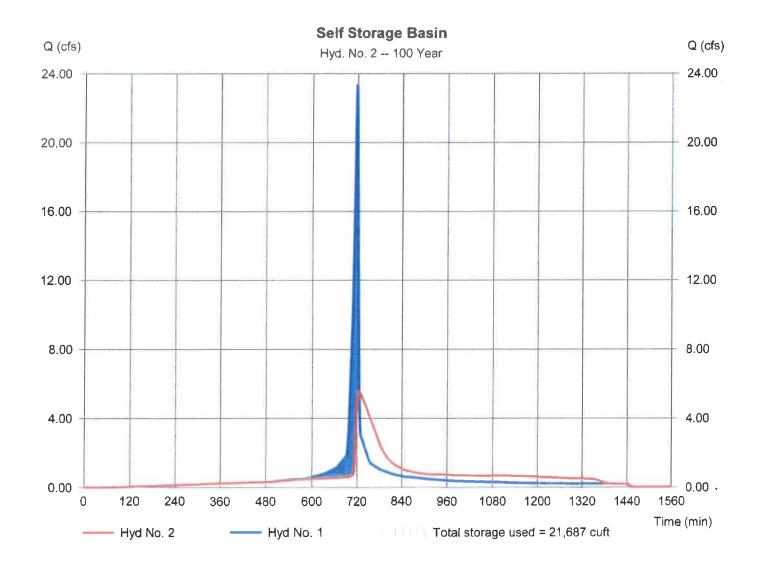
# Hyd. No. 2

Self Storage Basin

Hydrograph type= ReservoirPeak dischargeStorm frequency= 100 yrsTime to peakTime interval= 1 minHyd. volume

Time interval = 1 min Hyd. volume = 55,349 cuft
Inflow hyd. No. = 1 - South Detained Max. Elevation = 931.02 ft
Reservoir name = Self Storage Max. Storage = 21,687 cuft

Storage Indication method used



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc v2022

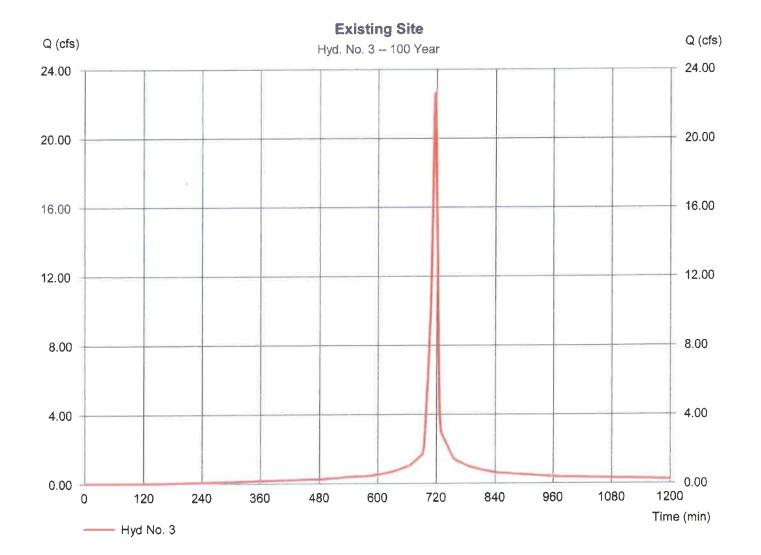
Friday, 06 / 25 / 2021

# Hyd. No. 3

**Existing Site** 

= SCS Runoff Hydrograph type Storm frequency = 100 yrsTime interval = 1 min = 1.860 acDrainage area Basin Slope = 0.0 %Tc method = User = 8.55 inTotal precip. = 24 hrs Storm duration

= 22.63 cfsPeak discharge  $= 717 \, \text{min}$ Time to peak = 51,159 cuft Hyd. volume Curve number = 90 Hydraulic length = 0 ftTime of conc. (Tc) = 5.00 min Distribution = Type II = 484 Shape factor



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Friday, 06 / 25 / 2021

# Hyd. No. 4

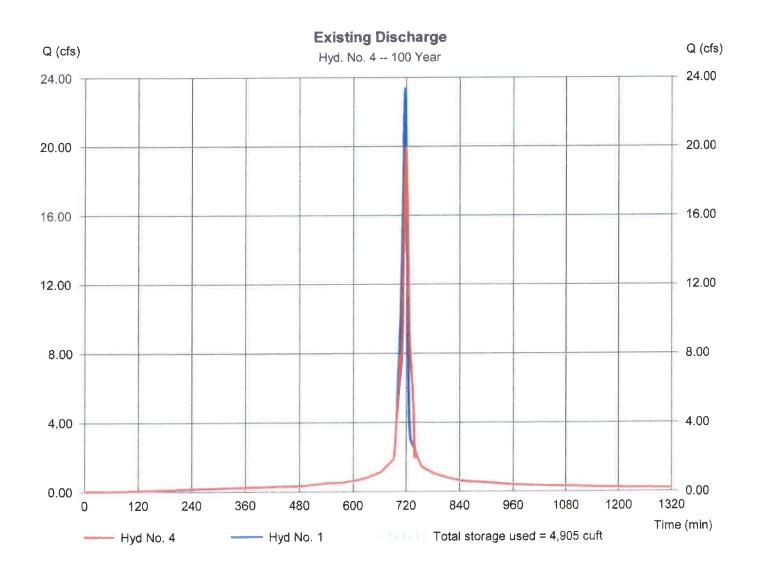
**Existing Discharge** 

Hydrograph type = Reservoir
Storm frequency = 100 yrs
Time interval = 1 min

Inflow hyd. No. = 1 - South Detained Reservoir name = Self Storage 2 Peak discharge = 19.91 cfs
Time to peak = 720 min
Hyd. volume = 55,349 cuft
Max. Elevation = 931.85 ft

Max. Elevation = 931.85 ft Max. Storage = 4,905 cuft

Storage Indication method used



# Appendix E – BMP Worksheets

#### BMP WORKSHEET: REQUIRED LEVEL OF SERVICE - DEVELOPED SITE

Project: Storage One KC

Location: Gladstone

Option: LS for Developed Site

Date: By:

17-Jun-21

I. Required Treatment Area

RTD

A. Total Area Disturbed by Redevelopment Activity

Disturbed Area Description

Area, acres

Total Disturbed Area

1.86

Total 1A

1.86

B. Existing Impervious Area Inside Disturbed Area

Existing Impervious Area Description

Area, acres

Existing Buildings and Pavement

1.08

Total 1B

1.08

C. Required Treatment Area

Area, acres

0.78 (1A-1B)

2. Percent Impervious in Post Development Condition and Level of Service

A. Total Post Development Impervious Area Inside Disturbed Area

Post Development Impervious Area Description

Area, acres

**Building and Pavement** 

1,58

Total 2A 1.58

B. Existing Impervious Area Inside Disturbed Area

Area, acres

1.08 (1B Total)

C. Net increase in impervious Area

Area, acres

Total 2C

0.50 (2A-1B)

D. Percent Impervious

Round to Integer

64 (2C-1C)x100

E. Level of Service

LS=

5.9 (See Table 4.3)

3. Minimum Required Total Value Rating of BMP Package

VR=

4.60 (LS\*1C)

# BMP WORKSHEET: DEVELOP MITITGATION PACKAGE(S) THAT MEET THE REQUIRED LS OR VR

|           | Storage One KC     |
|-----------|--------------------|
| Location: | Gladstone          |
| Option:   | Mitigation Package |
| Date:     | 17-Jun-21          |

By: RTD

| i. | Rea | uired | 15 | OR | VR |
|----|-----|-------|----|----|----|
|    |     |       |    |    |    |

5.90

Note: Various BMP's May Alter CN of Proposed Development and LS; Recalculate Both if Applicable

#### II. Proposed BMP Option Package No. 1

| Cover/BMP Description | Treatment<br>Area | VR from Table 4.4<br>or Table 4.6 | Product of<br>VR x Area |
|-----------------------|-------------------|-----------------------------------|-------------------------|
| Infiltration Basin    | 0.78              | 9.00                              | 7.02                    |
|                       |                   |                                   |                         |
| Not Treated           | 0.00              |                                   | 0.00                    |
| Tota                  | 0.78              | Total                             | 7.02                    |
|                       |                   | *Weighted VR                      | 9.00                    |

Total Product/Total Area

2. Total Treatment Area Cannot Exceed 100 Percent of the Actual Site Area

0.78 Area of Site, acres

Blank in Redevelopment

Meets Required Total LS or VR (Yes/No)?

Yes (

(If No, or if Additional Options are Being Tested, Proceed Below.)

<sup>1.</sup> Refer to Mitigation Instructions and Tables 2 and 4 as Appropriate When Determining VR.