



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, FEBRUARY 28, 2022**

The City Council will meet in a Closed Executive Session at 6:45 pm Monday, February 28, 2022, 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.

OPEN STUDY SESSION: 7:15 PM

1. **New Fire Engine-** Fire Chief Sean Daugherty will provide an update on the construction process of the new Pierce Saber Fire Engine.

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 the Agenda.**
5. **Approval of the February 14, 2022, Closed City Council Meeting Minutes.**

6. **Approval of the February 14, 2022, Regular City Council Meeting Minutes.**
7. **Communications from the Audience:** *Members of the public are invited to speak about any topic not listed on the agenda. While speaking, please state your name and address for the record and limit comments to 5 minutes.*
8. **Communications from the City Council.**
9. **Communications from the City Manager.**
10. **CONSENT AGENDA**

RESOLUTION R-22-08 A Resolution amending or revising the 2022 General Fund, Community Center and Parks Sales Tax Fund, Public Safety Sales Tax Fund, Combined Waterworks and Sewer System Fund, Capital Improvements Sales Tax Fund, and Transportation Sales Tax Fund for the City of Gladstone, Missouri, and authorizing expenditures of funds.

RESOLUTION R-22-09 A Resolution authorizing acceptance of a Proposal from Water Odyssey, for the replacement of the Gladstone Community Center's Leisure Pool Dumping Bucket in the total amount of \$32,983.00.

Appoint Eugene Suter to the University of Missouri Extension Council for a term of two years, March 1, 2022 through February 29, 2024.

CONSIDER SEMIANNUAL FINANCIAL STATEMENT

CONSIDER FINANCIAL REPORT MONTH END JANUARY 31, 2022

REGULAR AGENDA

11. **RESOLUTION R-22-10** A Resolution authorizing acceptance of work under contract with Custom Lighting Services, LLC dba Black and McDonald for the Northeast 72nd Street and North Troost Traffic

Signal Upgrades Project, and authorizing final payment in the amount of \$17,469.42 for Project TP2102.

12. RESOLUTION R-22-11 A Resolution authorizing the City Manager to enter into an agreement with Flock Group, Incorporated for participation in a pilot program to temporarily install twelve (12) fixed license plate reader cameras within the City of Gladstone.

13. FIRST READING BILL NO. 22-12 An Ordinance approving the Final Plat of Parkside at Hobby Hill and Directing the appropriate officials to affix their signatures to said plat for recording.

14. Other Business.

15. Adjournment.

Representatives of the News Media may obtain copies of this notice by contacting:
Becky Jarrett, Deputy City Clerk
City of Gladstone
7010 North Holmes
Gladstone, MO 64118
816-423-4100

Date: February 24, 2022
Posted at 4:30 pm



***Fire / EMS Department
Memorandum - SD***

DATE: February 23, 2022
TO: Scott Wingerson, City Manager
FROM: Sean Daugherty, Fire Chief
RE: February 28, 2022 City Council Study Session.

City Manager Wingerson,

In January of 2021, the City Council approved the purchase of a Pierce Saber Fire Engine from Conrad Fire Equipment in Olathe, Kansas; at this time, a May or June 2022 delivery date is expected. During the February 28, 2022 City Council Study Session, I will present a brief update on the construction process as well as some proposed trim and striping schemes for the City Council to consider and provide input on.

Respectfully,

Chief Sean Daugherty

Gladstone Fire / EMS Department

GLADSTONE FIRE APPARATUS UPDATE




IN JANUARY 2021 THE CITY APPROVED THE PURCHASE OF A PIERCE FIRE TRUCK FROM CONRAD FIRE EQUIPMENT

- Pierce mid-mount Sabre Chassis
- Went to mid-mount for safety and operational reasons
- May 2022 delivery date anticipated
- Some features
 - Booster reel of 1 inch line for grass and trash fires
 - Went back to basics with less electronic "gadgets" such as master stream, ladders rack, and manual valves.

ADDITIONAL EQUIPMENT

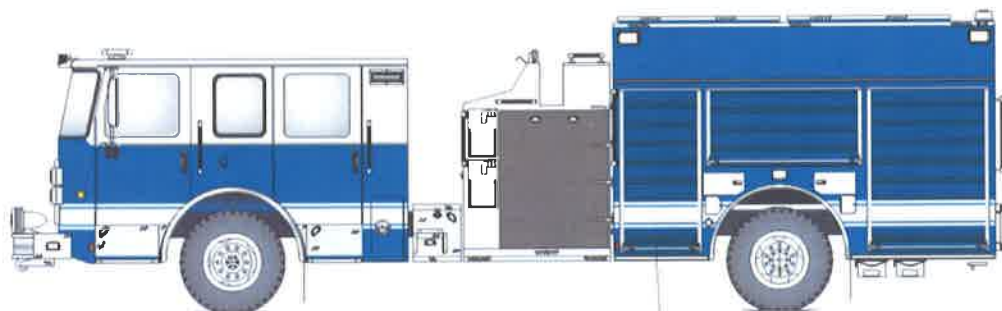
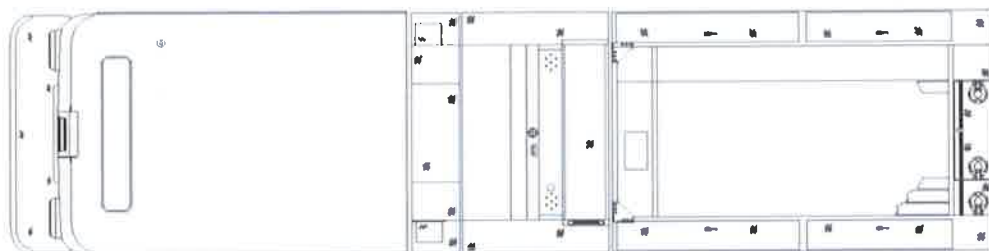
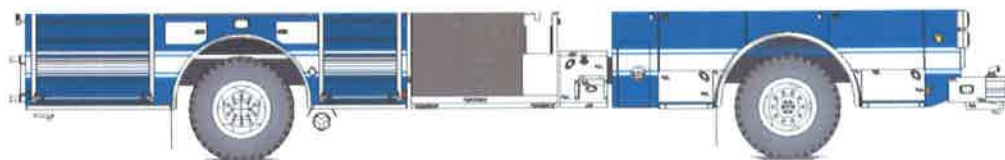
- 10 Additional SCBA Bottles
- 1000 feet of large diameter hose (LDH)
- 900 feet of 1 $\frac{3}{4}$ in hose
- 2 large electric PPV Fans (each truck)
- A set of Homatro battery-operated extrication tools (spreaders and cutters)

A decorative graphic on the left side of the slide, consisting of a series of white lines and circles on a blue background, resembling a circuit board or a stylized tree structure.

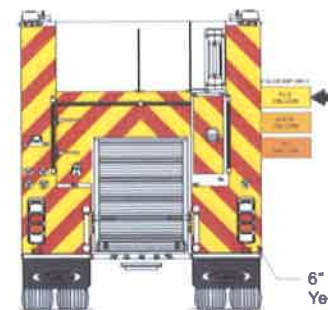
FIRE DEPARTMENT STAFF HAVE EXPRESSED AN
INTEREST IN CHANGING THE TRIM COLOR FROM
WHITE TO BLACK, AS WELL AS ALTERING THE
STRIPING SCHEME ON THE NEW TRUCK

WE ARE REQUESTING COUNCIL INPUT AND
GUIDANCE BEFORE MOVING FORWARD

THE FOLLOWING ARE JUST OPTIONS AND CAN
BE ALTERED AND ADJUSTED



1-6-1 White Reflective Striping
on Cab and Body (Both Sides)



6" Red and Fluorescent
Yellow Green Diamond
Grade Chevron

NOTE

LAYOUT AND SIZES PROVIDED BY CUSTOMERS MAY
VARY DUE TO AVAILABLE WORKING SPACE
BODY TOLERANCE VARIATION MAY INFLUENCE ACTUAL
EQUIPMENT DIMENSIONS PROVIDED ARE REFERENCE ONLY

**THIS PRINT IS ONLY FOR GRAPHICS
STRIPING AND LETTERING DEPICTION**

APPROVAL SIGNATURE

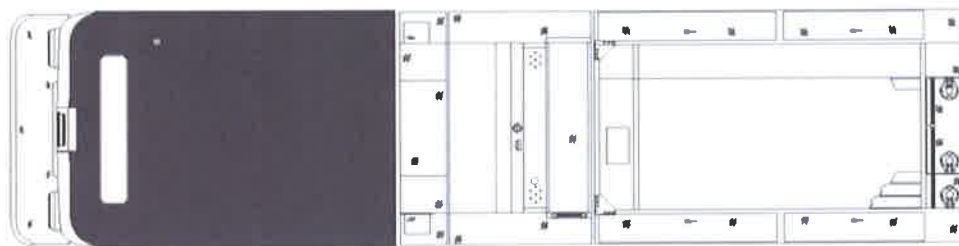
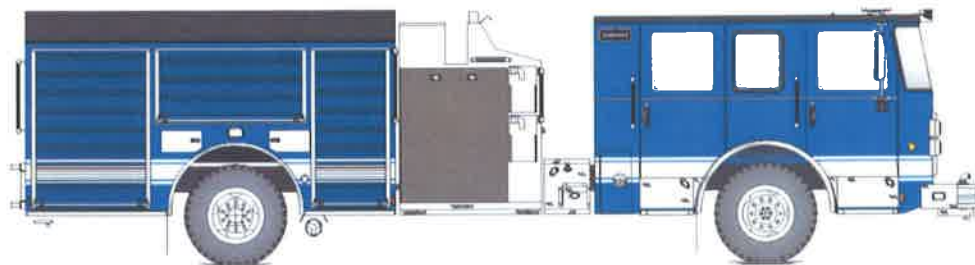
CAB DOOR INTERIOR STRIPING: WHITE

PWO 27517393

				PIERCE MANUFACTURING INC. BRADENTON, FLORIDA		JOB NO.	36421
D	A	A	A	DATE	1-48/1-24	REV	1-48/1-24
C	1-10-25	CA	MA	FOR	GLADSTONE MISSOURI PUBLIC SAFETY	DATE	1-48/1-24
B	2-10-25	CA	MA	FOR	GLADSTONE, MO	DATE	1-48/1-24
A	2-10-25	CA	MA	NO		DATE	1-48/1-24
REV	DATE	BY	CHKD	NO		DATE	1-48/1-24

36421LP-GR

B/D



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on Cab and Body (Both Sides)



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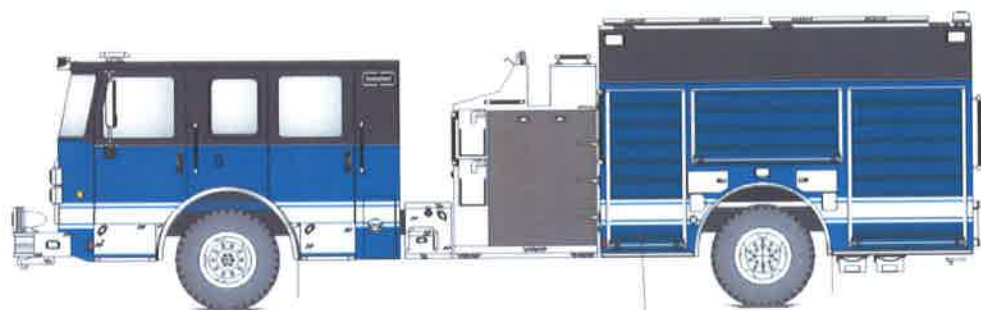
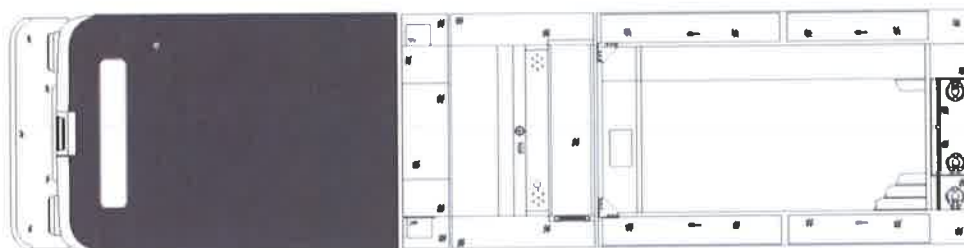
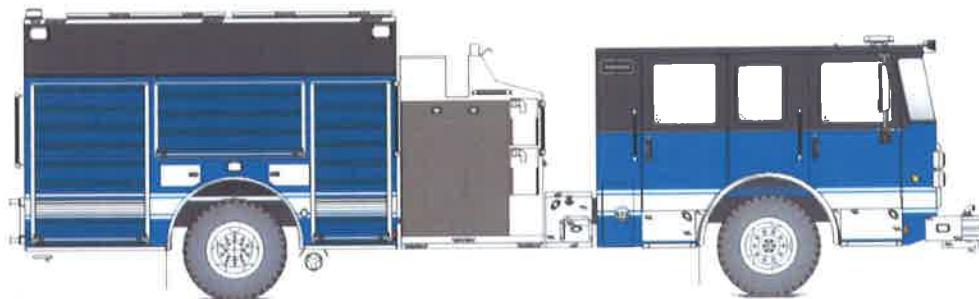
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APPROVAL SIGNATURE

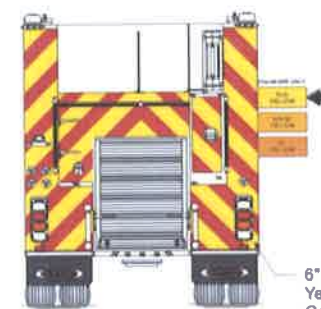
CAB DOOR INTERIOR STRIPING: WHITE

PWO 27517393

				PIERCE MANUFACTURING INC. BRADENTON, FLORIDA				JOB NO: 38421
TITLE: LETTERING AND STRIPING INSTRUCTIONS				DATE: 3-AB 1-1-24				
FOR: GLADSTONE MISSOURI PUBLIC SAFETY				APP: BLMG				
GLADSTONE, MO				DESIGNED:				
DRAWN:				38421 P-GR				



1-6-1 White Reflective Striping
on Cab and Body (Both Sides)



6" Red and Fluorescent
Yellow Green Diamond
Grade Chevron

NOTE

APPROVAL SIGNATURE

CAB DOOR INTERIOR STRIPING: WHITE



PIERCE MANUFACTURING INC.
BRADENTON, FLORIDA

PNR 27517393

JOB NO. 36421

DATE 9-28-11 11:34

APP. NAME

TITLE LETTERING AND STRIPING INSTRUCTIONS



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, FEBRUARY 14, 2022**

PRESENT: Mayor Pro Tem Bill Garnos
Councilmember Jean Moore
Councilman Tom Frisby
Councilmember Tina Spallo

City Manager Scott Wingerson
Assistant City Manager Bob Baer
City Attorney Chris Williams
Becky Jarrett, Deputy City Clerk

ABSENT: Mayor R.D. Mallams

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

Mayor Pro Tem Garnos opened the Regular City Council Meeting of Monday, February 14, 2022, at 7:30 pm.

Item No. 2. On the Agenda. Roll Call.

Mayor Pro Tem Garnos stated that all Councilmembers were present except for Mayor R.D. Mallams.

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

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

The agenda was approved as published.

Item No. 5. On the Agenda. Approval of the January 24, 2022, Closed City Council Meeting Minutes.

Councilmember Moore moved to approve the minutes of the January 24, 2022, Closed City Council meeting as presented. **Councilmember Spallo** seconded. The Vote: "aye", Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0)

Item No. 6. On the Agenda. Approval of the January 24, 2022, Regular City Council Meeting Minutes.

Councilmember Moore moved to approve the minutes of the January 24, 2022, Regular City Council meeting as presented. **Councilmember Spallo** seconded. The Vote: "aye", Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0)

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

Bob Bateman, 209 NW 73rd Street, addressed the City Council. Mr. Bateman remarked that years ago this man [pointing to City Manager Wingerson] stole his property. Mr. Bateman said that he has a cave that is very rare and worth a lot of money and this City used this cave over and over and over and still does. He has documents from reputable businesses that talk about all the flooding there and this cave carries the water so that it doesn't overflow. These documents that he has from different companies deal with drainage and they talk about how much money, in 1999, it was going to take to take care of the big problem. It was a huge problem back then- what to do with the stormwater. Mr. Bateman commented as he referred to his notes, "How much are we going to spend on the cave?" It says zero, he stated. He said it's ridiculous. The City needs to pay him, he proclaimed!

Mr. Bateman said that was going to happen is...there was a certain Mayor that is not here anymore- and he's sending out these documents [held in his hand] straight to the people to let them see, with their own eyes, what this man [Wingerson] has done. Mr. Bateman remarked that it's ridiculous that he should be up here 20 years later. He [Wingerson] tried to hide all this. In the documents, by the engineers, it says to put a sign up there...danger, or something like that, but it didn't happen. Mr. Bateman said that he's going to do a mailing and then he will see what the people of this City say about it.

Duane Bartsch, addressed the City Council. Mr. Bartsch said that he is running for North Kansas City School Board. He ran into Councilman Frisby today and decided to stop by the Council meeting tonight and introduce himself.

Jim Oldebeken, 400 NE 76th Terrace, addressed the City Council. Mr. Oldebeken said that his comments tonight deal with Democracy and the roll of the free press, namely a responsible and dependable City-wide news reporting. Mr. Oldebeken referred to the minutes of the May 26, 2020, City Council meeting which included comments from one of the Councilmembers: "I'm really concerned about the future. A democracy cannot exist if people don't have information. You have to have an educated electorate in order to have an effective democracy. Our local newspaper has not covered any of the issues or candidates for the first time ever. I find that very disappointing and very concerning." Those comments were made two years ago and Mr. Oldebeken said that democracy's decline continues unabated as the local newspaper has ceased City-wide delivery.

He provided the highlights of EIU 2021 Democracy Index that was released last week:

- Only 6.4% of the world lives in a “full democracy”
- The USA lost that designation five years ago and are now a “flawed democracy.”
- The USA has only dropped in the ranking from 17th in 2006 to 26th.
- Only 28% of all countries improved; The rest declined or are stagnated.
- Afghanistan, just replaced North Korea in last place.
- Tragically, the Democracy Index, gets very little press coverage in the United States and virtually none in Kansas City. It is covered elsewhere.

Here in Gladstone, we can also track some Democracy indicators, Mr. Oldebeken remarked. He said that one of the best indicators is a meeting like this- announced and public. He thanked them for this honor and for their attention tonight. Voter turnout is also an indicator and in the last two City Council elections voter turnout was less than 10%. Citizen involvement in government is good, but it could be better. For many of these meetings, we average under ten citizens in attendance. Other indicators are: citizen communications with City Hall, citizen applications to serve on Boards/Commissions, and having a trusted news source for our City. The Gladstone Dispatch is no longer viable.

Mr. Oldebeken informed the City Council of an organization called the “American Journalism Project.” This organization provides course altering investments and venture support to civic news organizations. Their slogan is “empowering communities, preserving Democracy, rebuilding local news”. Their mission is to accelerate the sustainable growth of regional news for the long term. He provided a transcript (attached) from the Chief Executive, Sarabeth Berman.

He ended his presentation stating that he would like to keep this conversation going until Gladstone restores local news reporting. Mr. Oldebeken said that he has created a citizen reference entitled, “The Mystery of Mosby Cave”, volumes 1 and 2. This is to help Gladstone residents become aware and informed about Bateman versus City of Gladstone.

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

Councilmember Spallo congratulated the Community Center staff, specifically Linda Borders, for the organization of the Sweetheart Dance last weekend. Now in its 12th year, it always sells out for both evenings. It’s a great event for dads and their daughters! She also added that Channel 9 news was there and aired a story about it later that evening.

Councilmember Moore said that she also volunteered at the Sweetheart Dance and it is the cutest thing. She loved hearing comments from dads and grandfathers about how excited they were that the event was back this year. She said the Community Center staff does an excellent job.

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

City Manager Wingerson reported that the Comprehensive Plan process is underway and is now entering the public engagement phase. Item #10 on the agenda tonight is a Special Event Permit for some of the promotion that will take place across the community. In order to get involved, the public can go to the City’s website and find more information.

The next Coffee with a Cop is scheduled for Thursday, February 24th at 8:30 am at Dunkin Donuts on Antioch Road.

Mr. Wingerson congratulated former Mayor/Councilmember Carol Suter, who was awarded the Northlander of the Year Award at the Northland Regional Chamber's Annual Banquet last weekend.

Regular Agenda

Item No. 10. On the Agenda. Consider Special Event Permit: Comprehensive Plan Promotion.

Councilmember Moore moved to approve the Special Event Permit for the Comprehensive Plan Promotion. **Councilmember Spallo** seconded. The Vote: "aye", Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0)

Item No. 11. On the Agenda.

Councilmember Spallo moved to approve **RESOLUTION R-22-06** A Resolution authorizing acceptance of work under contract with Blue Moon Hauling, LLC, for the 2021 Water Main Replacements- Phase I Project, and authorizing Final Payment in the amount of \$55,587.65 for Project WP2186. **Councilmember Moore** seconded. The Vote: "aye", Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0)

Item No. 12. On the Agenda.

Councilmember Spallo moved to approve **RESOLUTION R-22-07** A Resolution encouraging Gladstone residents to become informed on the North Kansas City School District Bond and Levy Transfer ballot measure and to exercise their right to vote on April 5, 2022. **Councilman Frisby** seconded. The Vote: "aye", Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0)

Item No. 13. On the Agenda. Public Hearing on a request for a Site Plan Revision at 7000 North Oak Trafficway.

Mayor Pro Tem Garnos opened the public hearing.

Community Development Director Greer presented the staff report. The applicants, Chris and Amanda Surber, and the owners, Tom and Mary Ann Simms, are seeking site plan approval for the purpose of adding approximately 1,800 square feet to the building located at 7000 North Oak Trafficway in order to operate their Gladstone based business, Pure Water of Kansas City. Their plan is remodel the interior and exterior of the building and improve the parking lot on the west side (back) of the property. Mr. Simms also plans to install a new stone veneer, approximately four feet tall, on the front side of the building and enhance the landscaping around the monument sign along North Oak Trafficway.

Mr. Greer continued the report by stating that because Mr. Simms will be upgrading the landscaping around the monument sign using more natural plantings which require minimal water, City staff is not requiring underground irrigation. In the stormwater analysis conducted by Kaw Valley Engineering, an extended detention basis is recommended on the west side that will provide reduction in stormwater run-off rate and volume. Northeast 70th Street, which is a dead-end street, is already being utilized by the AT&T maintenance facility, located directly south of 7000 North Oak Trafficway, for large commercial vehicles.

City staff recommends that the following conditions be met if the City Council should approve this application:

1. Any and all disturbed areas shall be sodded.
2. All manicured grass and landscaped areas shall be maintained in perpetuity.
3. All mechanical equipment on the roof and ground shall be screened from public view similar in design to the rest of the structure. Mechanical screening will be submitted and approved as part of the building permit.
4. The trash dumpster shall be enclosed with materials consistent with the primary building and located on the west side of the property shielded from public view. Specific construction materials and colors shall be submitted and approved as part of the building permit.
5. All exterior lighting on the site shall be LED and designed to reduce adverse impact on adjoining properties.
6. Trash service and deliveries shall occur between the hours of 7:00 a.m. to 10:00 p.m.
7. Tractor trailers, RV's, and storage containers shall not be parked or stored overnight on the premises.
8. Signage compliant with the sign code shall be used. Signage shall be approved at the time of permitting.

Mr. Greer stated that the Planning Commission unanimously approved this project at their last meeting. Tonight, the applicants and the owners are in the audience if the Council has any questions for them.

Councilman Frisby asked if Pure Water anticipates having heavy commercial vehicles coming to the business.

Mr. Greer answered that the applicants do anticipate one or two large commercial vehicles delivering to their location one or two times per week. They will likely be similar in size to what AT&T is using.

There was no one in favor or opposition of the application. Mayor Pro Tem Garnos closed the public hearing.

Item No. 14. On the Agenda. **First Reading Bill No. 22-09** An Ordinance authorizing a Site Plan Revision for property at 7000 North Oak Trafficway.

Councilman Frisby moved **Bill No. 22-09** be placed on its First Reading. **Councilmember Moore** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0). The Clerk read the Bill.

Councilman Frisby moved **Bill No. 22-09** be placed on its Second Reading. **Councilmember Moore** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0). The Clerk read the Bill.

Councilmember Moore said that she is pleased to see the improvements on this property along North Oak. This will be a good investment in the site.

Mayor Pro Tem Garnos said he would echo those comments. Any improvements to buildings on North Oak are very welcome.

Councilman Frisby commented that he hopes this will be a long-term solution for the owners of this property.

Councilman Frisby moved to accept the Second and Final Reading of **Bill No. 22-09**, and enact the Bill as **Ordinance 4.586**. **Councilmember Moore** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0)

Item No. 15. On the Agenda

First Reading Bill No. 22-10 An Ordinance authorizing the City Manager to enter into an agreement with Southeast Community College to provide clinical field training for students in the school’s Paramedic Program.

Councilmember Moore moved **Bill No. 22-10** be placed on its First Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0). The Clerk read the Bill.

Councilmember Moore moved **Bill No. 22-10** be placed on its Second Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0). The Clerk read the Bill.

Councilmember Moore moved to accept the Second and Final Reading of **Bill No. 22-10**, and enact the Bill as **Ordinance 4.587**. **Councilmember Spallo** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0)

Item No. 16. On the Agenda

First Reading Bill No. 22-11 An Ordinance authorizing the City to participate in the Missouri Highway Safety Program and receive grant funds, under the terms outlined by the Missouri Department of Transportation, for the purpose of increased enforcement of traffic laws.

Councilman Frisby moved **Bill No. 22-11** be placed on its First Reading. **Councilmember Moore** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0). The Clerk read the Bill.

Councilman Frisby moved **Bill No. 22-11** be placed on its Second Reading. **Councilmember Moore** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0). The Clerk read the Bill.

Councilman Frisby moved to accept the Second and Final Reading of **Bill No. 22-11**, and enact the Bill as **Ordinance 4.588**. **Councilmember Moore** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilmember Moore, and Mayor Pro Tem Garnos. (4-0)

Item No. 17. On the Agenda. Other Business

There was no further business to come before the City Council.

Item No. 18. On the Agenda. Adjournment.

Mayor Pro Tem Garnos adjourned the February 14, 2022, Regular City Council meeting at 8:07 pm.

Respectfully submitted:

Becky Jarrett, Deputy City Clerk

Approved as presented: ____

Approved as modified: ____

Mayor Pro Tem Bill Garnos

The EIU Update



Democracy Index 2021: less than half the world lives in a democracy

Thu, 10th Feb 2022

Article tags

Politics

World Events

Global

The 2021 edition of the EIU's [Democracy Index](#) sheds light on continued challenges to democracy worldwide, under pressure from the coronavirus pandemic and increasing support for authoritarian alternatives.

The annual index, which provides a measurement of the state of global democracy, reveals an overall score of 5.28, down from 5.37 in 2020. This fall is the biggest since 2010, in the immediate aftermath of the global financial crisis, and sets another dismal record for the worst global score since the index was first produced in 2006.

Democracy Index 2021, by regime type

	No. of countries	% of countries	% of world population
Full democracies	21	12.6	6.4
Flawed democracies	53	31.7	39.3
Hybrid regimes	34	20.4	17.2
Authoritarian regimes	59	35.3	37.1

Note: "World" population refers to the total population of the 167 countries covered by the Index. Since this excludes only micro states, this is nearly equal to the entire estimated world population.

Source: EIU.

According to EIU's [measure of democracy](#), less than half (45.7%) of the world's population now live in a democracy of some sort, which is a significant decline from 2020 (49.4%). Even fewer (6.4%) reside in a "full democracy"; this level is slightly down from 8.4% in 2020, after two countries (Chile and Spain) were downgraded to "flawed democracies". Substantially more than a third of the world's population (37.1%) live under authoritarian rule, a large share of which are in China.

There were 13 changes of regime type in 2021—nine negative and four positive. Chile and Spain were downgraded from "full democracies" to "flawed democracies". Three east European countries—Moldova, Montenegro and North Macedonia—improved their status from "hybrid regimes" to "flawed democracies". Ecuador, Mexico, Paraguay and Tunisia were all relegated from "flawed democracies" to "hybrid regimes". Mauritania was promoted from the "authoritarian" classification to that of "hybrid regime". The Kyrgyz Republic slipped eight places and was demoted from a "hybrid regime" to an "authoritarian regime". Haiti followed the same path, as did Lebanon.

The majority of countries registered a deterioration in their average score or stagnated in 2021, with only 47 (28.1%) of a total of 167 recording an improvement. About 74 (44.3%) recorded a decline in their total score compared with 2020. The other 46 (27.5%) stagnated, with their scores remaining unchanged from 2020. There were a few improvements and some dramatic declines, with Moldova and Indonesia registering the biggest improvements, measured by the change in their overall scores, and Afghanistan, Myanmar and Tunisia the

biggest declines. A large number of Latin American countries recorded steep falls in their overall scores.

Alongside the global rankings table, a regional wrap-up and a look at the key country movers, this edition of the Democracy Index also asks the question: how much of a challenge does China's political model pose globally?

Download the full report "[Democracy Index 2021](#)".

Thu, 10th Feb 2022

Article tags

Politics World Events Global

Democracy
Intelligence

Intelligence

The International Group

Democracy

The International Group

Asia of the

Democracy

The International Group

Democracy

Democracy Index

Democracy

Democracy Index

Democracy Index

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Democracy Index

London, 10th Feb

London, 10th Feb

London, 10th Feb

London, 10th Feb

London, 10th Feb

London, 10th Feb

Sarabeth Berman
CEO, American Journalism Project

Media Masters – February 10th 2022

Listen to the podcast online, visit www.mediamasters.fm

Welcome to Media Masters, a series of one-to-one interviews with people at the top of the media game. Today I'm joined down the line by Sarabeth Berman, chief executive of American Journalism Project, the philanthropic organisation which supports non-profit, local newsrooms. The project's first CEO, Sarabeth provides strategic leadership for the project's mission to accelerate the sustainable growth of non-partisan local news. Previously she was global head of public affairs at Teach For All, a network of social enterprises in 53 countries, where she led communications and public-sector partnerships. Sarabeth spent seven years in China, where she led fundraising and recruitment at Teach For China. She lives in Washington, D.C., with her husband and children and also serves on the board of the Mark Morris Dance Group. Sarabeth, thank you for joining me.

Thanks so much for having me, Paul.

It's a great pleasure. In fact, it's a great time to talk, is it not? Because it seems that nonprofit newsrooms are springing up everywhere across the states?

Yeah, it's true. Nonprofit news is really on the rise and I think it's really a pivotal moment for how we finance and sustain local news in this country. For the last decade and a half, we've been watching this kind of slow-motion crisis in local news in our country, thousands and thousands of papers have closed. And that crisis really accelerated in the last couple of years during COVID. And it's really because the business model that we used for a century and a half to finance local news has dried up, for a long time, we relied on advertising dollars to sustain local reporting and the rise of the internet has meant that advertising dollars really dried up.

If I had a bicycle to sell locally, I'd go straight on Craigslist, wouldn't I or something like Facebook marketplace. I remembered as a child selling a bicycle, you'd advertise the local paper and all of that advertising revenue

meant that they could fund local journalism. And that revenue just isn't there anymore.

Yeah, that's right. I mean, local newspapers are really the original microtargeting, but the rise of the internet meant that you could just get much more direct advertising and it made sense for businesses to move online. But the result of that is that the kind of public service that local newspapers provided, which is the service of original reporting for communities, has dried up. And so we really need to figure out a new way to sustain it. There's this really fascinating evidence about why it is that the decline of local news matters. I think it can be sort of easy from afar to look at the decline of local newspapers and say, yeah, that's terrible for journalists, that's terrible for newspapers, but it happens. Industries are disrupted all the time, but the reality is that our democracy is really founded on the premise that we are going to have informed citizens, that we're going to have communities that understand what's going on around them. And therefore people will be able to engage in democracy and that relies on a solid, free and local press. And so what we've seen is there's just very clear evidence that as newspapers have dried up, we're seeing that communities that lose a paper are seeing voter participation decline that detail, I think makes a lot of sense. Like if you didn't know what was going on in your community, why would you go and vote at the voter box? Like why would you get involved if you didn't know what was going on? There's also really clear evidence that government waste is increasing in communities that don't have a local paper and that the kind of transparency and the role that local orders played in holding the government to account was significant. We see in communities that don't have a local paper that spending goes up, that wages go up, that taxes go up. And then finally, and I think really importantly for the moment, there's really clear evidence that the decline of local news is contributing to polarisation in our country. Communities that have lost a local paper are far less likely to split their ticket. People are less likely to vote across party lines because they are sort of consumed with the cult of our national press. That's highly polarised, which means that issues that did not used to be partisan issues of local matters that were not partisan. We are now voting along party lines rather than just really grappling with the issues and who do we think could most effectively solve the problems that our local community is addressing?

I mean, as you say, it's also contributing inevitably, the collapse of local newspapers to a flood nationally of disinformation and fake news.

Yeah, it's true. I think the decline of local news has sort of left this vacant lot that allows for the weeds of disinformation to take root. There are a lot of dynamics that are contributing to the spread of misinformation in this country. No doubt. The fact that social media has sort of become a super spreader of misinformation and the

platforms really can't figure out how to get it under control. But there's also an issue that the decline of original reporting facts and people out there really fact checking, checking information, that is contributing to the spread of misinformation. A couple years ago, the country sort of watched this mayor in Stockton, California, Michael Tubbs, you might have seen some of the reporting around this. He was sort of a rising star in the democratic party and in his community, in Stockton, California, the local newspaper was basically gutted and this disinformation campaign took hold against him that spread rampant disinformation about around him. And it ultimately resulted in him not being able to get reelected and really subverting his political career. One that many had thought was a clear route to continued leadership. So we're seeing just the genuine implications that the fact that we're losing these kinds of first responders of fact and information in our communities is having on us.

And we're seeing partisan profit driven websites putting out propaganda, frankly, masquerading as local news as well.

Yeah, that's right. The New York Times reported on this a couple of years ago and it's really striking. There's now thousands of websites, they are profit driven websites that kind of masquerade as local news websites, but in fact our pay for play websites, PR representatives can essentially buy stories to either promote a candidate or to try to take down candidates. And as local newspapers are disappearing, it can be hard for consumers who are often getting their news through social media, to be able to tell what is fact and what is a partisan website that has an agenda.

I mean, readers often cut a difference because these sites are frankly deliberately very good at masking their purpose.

Yeah. I think that's right. It's really concerning, readers are getting this information on social media and I think it can be very hard for them to understand who's behind these stories. It's interesting because there's very clear data that people trust local news much more than they trust national news. So these partisan websites are capitalising on that. They know that if this is perceived to be a local outlet, you are likely to trust it more. I will say I tend to think that over time, local news, real local news, local news with reporters who are based in communities, local news with reporters who are really developing relationships with their audience, who are responding to what it is that their audience wants to read about, wants to learn about. I think that can be a really strong counterforce to this kind of partisan agenda driven websites, but that takes time and it takes financing.

Can you give us the American journalism project 101. For our listeners that aren't aware of you guys. Start at the beginning, who are you and what are you about what you're trying to achieve?

So we're a venture philanthropy, which means we take philanthropic dollars. We raise philanthropic dollars. And then we reinvest them in local news. Our goal is to catalyse the nonprofit news fields. We think that the nonprofit business model is a really promising business model to sustain local journalism across the country. But we also know that the path that's currently on is not yet on a path to really replace what's been lost from the decline of commercial journalism. So we see our role as to really catalyse the growth of the field. So what we're doing is we are identifying local news organisations across the country that we think have the potential to grow. We're investing in them and helping them build out their business operations. And we're working alongside them over a multi-year period to really help them strengthen their business operations, grow their revenue operation, and provide the fuel that powers the newsroom, the dollars that will ultimately pay for the journalists. We also are working with local philanthropy to try to really bring in significant capital for new nonprofit news organisations across the country. There are some philanthropists out there in the world who care about an issue. They care about climate change. They care about education, but there are also a lot of philanthropists who care about their place. They really want, say, Cleveland to be as strong and healthy as possible or Tulsa to be as strong and healthy as possible. And we're working with philanthropists like that to really help them understand why it is that having a strong local news ecosystem is essential to a healthy community. And so in those communities, we're doing market research, community listening and really frankly, holding a mirror up to community philanthropists and leaders and saying, here's the state of local news in your community. And in all cases, it's pretty breathtakingly dire. So we hold that up in front of them. And then we come up with a solution together for how we could solve the problem. And now in multiple markets, we announced a couple of weeks ago, a big investment in a new news organisation in Houston. We announced several months ago, an investment in a new news organisation in Ohio. And these are significant investments in the launch of new newsrooms that we will then help to incubate. And we hope it will really serve as a kind of new generation of anchor news organisations that are serving their communities.

Well, as you said, we can't have people voting on national issues locally because we need to hold the local politicians to account. And I was looking at your website on the scale of the problem, 2,100 newspapers have closed, 1,800 communities are without a local newsroom, and 60% of local journalism jobs no longer exist. Do you sometimes, I mean, don't get me wrong, what you're doing is incredible, but are you sometimes overall at the scale of the problem that you guys are helping to overcome?

So the problem is significant and I don't wanna underestimate it. However, if you look at other societal lows, the fact of the matter is that relative to those challenges, the idea of financing a core of reporters across this country is really not that expensive. We've done some sort of back of the envelope calculations to try to think about, okay, if we could build this industry from the ground up again, what would be, we call it internally viable journalism, what would be the minimum amount of journalism our country would need to be able to function effectively, and we've done some calculations and we get to an assumption that we think you could really build a kind of civic mind industry, where reporters are focused on covering the core civic infrastructure of this country for about a \$2 billion industry. And that would be an industry that would be financed through several lines of revenue, philanthropy, reader revenue, there is still some advertising revenue, corporate sponsored events, other creative revenue that actually is not that much money compared to so many of the other challenges that we're trying to solve. But what it's going to take is real focus from philanthropy, where I think philanthropy can make much more patient investments. They're not focused on getting returns in a short period of time. They can invest with longer time horizons in mind, it's going to take real operational excellence organisations, a new generation of digital organisations, really figuring out how to build diversified revenue. And it's gonna take real mission oriented organisations that are building trust with their community and genuinely providing valuable information and demonstrating their impact to their readers. And so it's going to take intentionality, but I think it is actually doable.

What's the biggest challenge in front of you at the moment? You've done a huge amount. You've backed a lot of these and created a lot of these local not-for-profit digital newsrooms . What's keeping up at night really? Is it scale? What is the sort of big ticket to-do item on your to-do list?

Yeah, scale is undoubtedly the biggest challenge in front of us, this is still early days for nonprofit news. There are some remarkable organisations that have been very successful. Our other co-founder, or is an individual named John Thornton who co-founded the Texas Tribune, in Texas, which is really hailed as one of the gold standards of what it looks like to create a nonprofit news model that is really relevant and providing value for Texans. We need to have many more examples of nonprofit news organisations across this country that are having some level of scale but I think another one of the real challenges is that for so long we did not look to philanthropy to fund local news. There was a very, very good business model that worked and was making a lot of people a lot of money and providing civic value to the country, which was the ad revenue model. Now we need to turn to philanthropists to really say, look, I know there are a lot of issues in this country, but one of them and one of them that's really foundational to being successful on many of the other challenges you're trying

to grapple with is making sure we have people who are informed. If you are worried about schools in this country, you should be worried about whether or not our school boards and our charter boards are being covered. If you're worried about healthcare in this country, you should be worried about whether or not there are reporters who are covering health systems and making sure that people have the information they need about this global pandemic that has rocked us for the past couple of years. And so we really need more and more philanthropists at the national and local level to invest and invest meaningfully in really rebuilding this industry.

It must be a challenge because I was going to ask you about how you choose where to direct your grants and resources? And, you know, I used to have a friend who was in the department for international development in the British government. He was a minister, George Falks. And he said whilst he really enjoyed helping worthy causes around the world, if you actually totaled up the number of applications inbound on that finite pot of money, it was like a hundred times more than the resources there were. So although he was doing it was great to give the grants were necessary. The reality of the job was that he was turning down a lot of very worthy people because they'd spent the money and allocated the resources already, which obviously he found very frustrating. Is that a big challenge as well? That the more money that you get, the more good you could do?

Absolutely. So we've raised a 50 million fund, which sounds like a lot of money, but frankly is a drop in the bucket against this problem. And we run a very competitive process. There are lots of organisations out there that are trying to make this work. And we look for individuals with the kind of leadership that are already showing that they're having real impact in their communities that are building the trust of their audiences and who we think have the kind of capabilities to build the scalable business model. And those are the organisations we're investing in, but there is no question that if we had more resources, we could move faster. And so we're working every day to try to raise and bring in more resources. And thankfully, a lot of philanthropists have stepped up in a really meaningful way. Night Foundation, which it has been really important to journalism funding in this country was one of our founding funders, Laine Powell Jobs who has a organisation called Emerson collective, which makes powerful investments in lots of sectors, including in the nonprofit news sector, Arnold Ventures Democracy Fund, a lot of funders who have really leaned in, but one of our mandates is to compel more and more people that this should be part of their priorities.

And is there a plan to get these organisations to wash their face, as it were? Because I mean non-profit news doesn't necessarily mean non-commercial does it? Ultimately, if they can have a commerciality to their operation,

obviously those profits will be reinvested. It then reduces their need to find money from yourselves, from other philanthropists, et cetera.

That's absolutely right. Nonprofit does not mean non-commercial and these are really sophisticated businesses. They're complex businesses and that's what we're helping them build. They're building multiple revenue streams. They're figuring out how to really effectively engage readers to get reader revenue they're running events that local businesses wanna help sponsor. Some of them are rolling out really great swag that people wanna buy. And they're building major gift programs. They're providing philanthropists with an opportunity to get involved in something that's really meaningful. And that involves these organisations being able to really make the case for their value in communities and demonstrate that value.

I know you mentioned that in a mature Western society, there are other problems as well, and you guys are a piece in the jigsaw, obviously paraphrasing, but I think it can be a matter of life or death can it not? When it comes to a global pandemic, coronavirus surely has made it even more vital to have trusted news and information locally?

There is no question of that. I mean this pandemic has really brought to life the market failure in local news. I mean, take yourself back to the beginning of this pandemic, where we're all in our houses, we're desperately needing information about our communities. And we saw huge surges in traffic to local news websites across the country. Because people wanted to know, are my hospitals prepared? What's the ventilator situation in my community? What's the policy on closing my community? What's the reopening policy? And then the summer of 2022, when we were rocked with a long overdue reckoning of racial inequity, people wanted to understand what are the policing policies in my community. And then later on in 2022, we looked at, excuse me in 2020 with the election and election security, people were trying to understand what is the voting situation in my community. And people were really desperate for information and yet the business model was failing, more and more reporters were getting laid off and more and more newspapers were shuttering. To me that just highlighted the fact that this really is a market failure, that this is a public good that people need and the market hasn't provided it. And so in those moments, that's where philanthropy can just be so powerful, because it can really help bridge when the market isn't providing this necessary good. And so this is why we're just so compelled that philanthropy can really help to solve the problem.

I wonder if I could persuade you to think like one of the villains in the James Bond movies where they're thinking global, cause I mean, what you're doing is amazing, the philanthropic model is clearly working, but I mean, could you expand this globally? Here in the UK, local news is dying as well. This seems

to me a very portable model that could solve a lot of problems around the world. Do you have a plan to scale this globally? Once you've fixed American local news, I should say, you could take this globally could you not?

It's funny that you say that because so prior to this role at the American journalism project, I was working helping to lead an organisation called Teach For All, which is a network of organisations in 53 countries around the world. So when I was calling my wonderful colleagues to let them know that I was going to this new job, so many of them from countries from Germany to Nepal were saying, oh, wow, okay, so when do you do the global journalism project? And because they see the very same dynamics playing out in their countries. And I do think there are aspects of this model that could be transported to other countries. There is an organisation called The International Fund for Public Interest Media that in some ways is sort of replicating this model for low and middle income countries. They're trying to raise multilateral funding. So funding from USAID and the governments to try to reinvest in news models. And we're collaborating with them and advising them on their model to help them learn from what we've learned along the way so far. But I do think there's a lot about this that is transferable. And I should say there's a lot that may not be, of course the philanthropic community in the US is particularly robust. Now there is really ample philanthropy in the UK and I think the model could be successful there as well. And I believe there are some local efforts that are trying to look at how they might transport this model.

I'd be very grateful. if you could walk our listeners through your career. I mean, you've had a fascinating career. I'd wonder where your passion for news came from, but also the many years that you spent in China and your previous life in dance as a former company manager of Beijing Dance, being on the board of the world famous Morris dance group. Personally, I like to watch people dance, but I don't like doing it myself cause I suffer from medical laziness, but clearly you are obviously a very driven, very passionate, very creative person. Are those the sort of values that have driven your career since the beginning?

I've definitely had a very nonlinear career. And certainly if I had tried to chart out my career, I would not have imagined the path that I was on. I started my career in China. First I was in Hong Kong and then I was in Beijing. I went out to Hong Kong on this incredible fellowship called the loose fellowship. And at the time I was really interested in the performing arts. I grew up dancing, although I was smart enough to know that I was not meant to be on the stage, but rather trying to support dance. So I went out to work in basically arts management in Hong Kong. And along the way I met this guy named Willie Chao. Who's really hailed as the father of modern dance in China. And he invited me up to Beijing to come manage his dance company. They were about to go on an international tour and they didn't have anyone who spoke

English and they needed someone who could help them navigate through the west where they were going to travel. And so he invited me up for the job. And I moved up to Beijing to take the job. And a couple months in I met my now husband named Evan Osnos on this street. We were walking around an old pond in Beijing and saw each other and started chatting. And he was a foreign correspondent living in Beijing. And I essentially got really interested in news because I fell in love with him. And when you marry someone who's a foreign correspondent, their subject matter is the world around you. And so in a lot of ways, I kind of fell in love with him. And I also married journalism. He was a total workaholic at the time. And so I often joked I married him and I married whatever subject he was working on. At the time he was the bureau chief for the Chicago Tribune. And he actually closed down the bureau because it was around 2008 when the industry was confronting huge layoffs. And he, along with many foreign correspondent had to go home and as they shut down their foreign bureaus and he shut down the Chicago Tribune bureau, he thankfully was offered a job with the New Yorker magazine. And so we stayed on for many more years and I used to joke, he would start working on a new profile and I would be married to two people. I'd be married to Evan and then whatever of the subject of the profile was an artist or Mark Zuckerberg. I've never met these people. I never met Mark Zuckerberg. But yet they sort of moved in with us for a couple of weeks. So through that, I really saw just up close, what it looks like to really, really seek to understand a topic and really try to kind of reveal that back to your audience and to do it with as much integrity and with an adherence to facts. So alongside kind of falling in love with him and marrying journalism in a lot of ways, I was managing this dance company and then met some really wonderful people in Beijing who were launching an organisation called Teach for China based on the Teach for America model. And I was really, really fascinated with what they were doing. And they offered me a job to come join them. A lot of the kind of skills of managing a dance company, trying to figure out how to finance the dance company, were transferable to what they were trying to do at Teach for China. And so I joined them and helped them build that organisation. And it was a really interesting moment to be working in the nonprofit sector in China because there was incredible wealth. This was around 2008, 2009, incredible wealth, but not a robust philanthropic sector. And so the act of fundraising for this organisation, which is what I ultimately led for them, was both an act of compelling folks to believe in the specific organisation Teach for China, but also to understand why it was that they should use their dollars in this way. And it's been interesting as I've done this work with the American journalism project to take some of those lessons that fundraising for the American journalism project is both obviously making the case for why we have a smart model. And I think we do have a smart model, but also really to help people see why it is that this is a sector that they should even be using their philanthropic dollars for. In 2013, Evan and I decided to move back to the US and I took a job helping to lead Teach for All. And our mandate at Teach for All was to really support nonprofit organisations, to grow, to professionalise,

to expand their revenue, to expand their impact. And so that is really what led me to the American journalism project. I'd gotten to know one of the founders, Elizabeth Green, who I mentioned earlier through her reporting on education, and I'd been cheering her on as she and John Thornton had come up with this idea to launch the American journalism project and about a year into their operation she and I got together and she really spotted the parallels between what Teach for All had built internationally to support organisations to grow. And she thought that that was the sort of skills that the American journalism project needed. And she was also aware that I was personally really passionate about the mission. So after many conversations with Elizabeth and John, I took on the role as the CEO of the organisation in April 2020, just weeks into the pandemic. And it ended up being a really remarkable moment to step into the job because frankly the local news crisis just felt that much more acute. And so it really allowed us to, I think, sharpen our strategy and really get clear on the fact that we needed to really think about how we scale nonprofit news to rise to the moment. And that's what we're obsessed with.

I mean, I'm fascinated as to what your day to day job involves though, because the book stops with you, your chief executive, there's a lot to focus on and everything you might focus on in any one minute, must come at the expense of the opportunity cost of something else. I mean, what do you choose to focus on? What does a typical week look like for you? Could you paint our listeners a picture of what a typical week in your life looks like professionally?

Sure. So we've built this really excellent team that comes from a lot of different backgrounds. We have former journalists, we have nonprofit leaders. We have folks who have led news organisations. We have folks who have been great fundraisers. We have people who have management consulting backgrounds. We've tried to bring together a really diverse group of individuals onto the American journalism staff to bring as much knowledge and know-how from other sectors and from the media sector to really grow the field. We are focused on several things. One is the obvious: we're out there raising money. I love raising money. The reason why I love it is because there are a lot of people in this country who have a lot of dollars that they want to invest philanthropically. And I think we have a really, really great cause and important cause for them to invest in. So it's a real pleasure to get to talk to people who are trying to think about how we address some of our society's most complex problems and really try to talk about, convince them that this is a place where they should be putting their capital. So that's a big part of the job. Another part of the job is identifying these organisations to invest in, and that's really hard. It's incredibly fun. We get to meet news organisations across this country, really innovative leaders who are really rethinking what local news should look like, who it serves, how to serve communities. We spend a lot of time out there talking to news organisations and trying to identify the organisations to invest in. We then invest in these organisations

for three years and we really come alongside them. So we give them significant investments. Our average grant size is about a million dollars. But the investments are over three years. Over those three years, we really work with them on developing strong business plans, building out their revenue strategies, strengthening their organisations, recruiting the staff to implement these strategies. And so we have a team that's working really closely with these news organisations to do that work. We have this team that is working with local philanthropy to do market research and we've learned a lot about the problem over the past couple of years. We often talk in broad strokes about the decline of local news as a series of papers across the country that have closed. But in fact, when you get really close to researching these markets, what you find is it's more complex than just a quote news desert problem. There are many communities where these newsrooms are now so diminished that they're struggling to provide civic value to communities. And so what we're seeing is that even in communities that still have some local newspapers, communities are really missing a lot of the information that they need so many important bodies within communities aren't being effectively covered. And then also we've come to really understand that the problem is not just a geographic one, but also in terms of different kinds of communities that are not being effectively served, specifically communities of colour. There's just no question when you look closely at the research that communities of colour and communities that have been historically marginalised in our country have not, and are not being effectively served by local news. And so all of that research is helping inform how we're investing in local news, the kinds of news organisations we're supporting to take this opportunity to not just save what's been lost, but to really rebuild it in a way that is more suited to the country that we have today and the country that we will have over the decades to come.

What keeps you up at night? What are the challenges in the job like any leadership position of any organisation has obstacles that you need to overcome? Are there any obstacles to growth? What's the stone in your shoe?

I think the thing that keeps me up at night is the fact that I really genuinely feel fear for the future of our democracy if we don't solve this problem. And it feels like we have to solve it now, and yet I am aware that it takes time. It takes time to build organisations that really have the trust of their communities. It takes time to really change mindsets in philanthropy, to see this as a priority. It takes time to identify really great talent to lead these organisations and build out the sophisticated business operations that can power the newsroom. It takes time to recruit journalists who have to take a bet on new organisations. And I think what keeps me up at night is how do we really both focus on the urgency of the moment? I really don't think we have a choice but to solve this problem. So I guess I find that incredibly motivating. I think my whole team finds it really motivating. Like we wake up every day just being like, we gotta do this. I don't spend much time sort of allowing myself to think, okay,

well, what if this just doesn't work? And we have a democracy. I don't know if we would have a democracy, if people really just have no idea what's going on in their communities. And we don't have reporters who are really holding people.

Who are there. Who exist. Holding local decision makers to account.

I think we're sort of the frogs in the boiling pot, we haven't really fully looked around us and thought this isn't gonna work. Like we can't just have no idea what's going on around us. I think part of the dynamic here is that we're living at this moment where people feel like they're getting plenty of news. In fact, people feel like they're getting way too much news, but the issue is they're not getting the kind of service that newspapers played, which is original reporting. The public service of reporters out there, trying to find information, dig into things, ask questions on our behalf, on our public's behalf. And that is really terrifying. I think it is a solvable problem, but it's not just gonna happen. Like we're gonna have to be really intentional. And when I say we, I mean like the collective we, like society, we are going to have to really make sure that we're holding up this stool, this leg of the stool in our democracy. That's gonna mean readers saying, yep, I should pay for this. I know this is important. I'm gonna pay for it. That means philanthropists saying, yep, I'm gonna invest in this. I recognise that this is an issue that needs investment, and it's going to take talented people saying, I'm gonna commit my career to this. Even though it may not make a lot of money, I think it's valuable to my community.

How optimistic are you generally that this ultimately will be fixed? Because it's a serious problem as you say, and don't get me wrong, you're doing a huge amount. But my worry is that it's a tsunami, isn't it? You guys are sort of standing there and holding the tide back. But is this too big a problem to solve quickly enough?

I am actually optimistic. I think this is solvable. Partially because like I said, I just don't think it's that expensive for society to do it. It's just that we gotta do it.

When you're hiring people. What qualities do you look for in people that are joining your team? Because a lot of young people are listening to this, who are sort of starting their career. They're studying journalism at college. And I imagine many of them would be very interested in terms of what you're doing and how you got there. But are there certain attitudes, qualities you admire? What should a young person be doing that ultimately might even want you to hire them? What do they need to go about doing to sort of get them on your radar in a meaningful and impressive way?

I mean, one is the people who we hire and who work at the American journalism project, but also work for a lot of our grantees, these are mission oriented people like these are people who are in it because they believe that this is valuable and they wanna serve their communities. That is an orientation and a mindset that drives a lot of action. It drives people to work very hard. And I do believe that you gotta work really, really hard. And that an issue that is this tenuous and this uncharted really takes folks that have real grit and are gonna work very hard. So that's one. Two is I think we're looking for people who can look at this issue from a lot of different angles. You know, the rise of nonprofit news was largely driven by journalists. Many of whom were laid off during the layoffs in the two thousands. They took buyouts from their companies, but they wanted to keep doing this work and they wanted to be reporters. They wanted to dig up information and write pieces and give it back to their community. But they weren't business executives. They weren't social entrepreneurs. They didn't know how to run an organisation. And this industry needs that too. And so we are very focused on identifying people who have that kind of business know-how, who can be really intentional about how to build smart businesses. How do you build excellent fundraising operations? I'm a big believer that fundraising can be a source of really sustainable revenue, but it takes building an excellent fundraising operation. That's stewarding donors, that's identifying donors, that's getting donors really fired up about the work. That's making them feel a part of the work and then compelling them to donate. And so we're looking for people who are both passionate about the mission, but who also really bring a kind of rigour to how we build these businesses?

Suppose you could say the answer to this question is none of my business, but do you have any plans beyond what you're doing now? Don't get me wrong. You're very busy, but do you have any sort of unticked boxes on life to do lists the way you might do something completely different in a few years from now? Or is this something where you've signed on and this is gonna take decades and you're gonna be there decades from now delivering.

I have never had any kind of long plans for my career. And I think that's why I've had this very manuring career from performing arts to education to now journalism. It's because I've always sort of stepped into a job that I was really excited about that I thought was really fun, really interesting, and that I wanted to work really hard at. And then I did that and focused on that and then other opportunities fell into my lap. And I think they fell into my lap because I was working really hard and trying to really meaningfully support whatever cause I was working on, but I've never sort of had a roadmap for where I would head. I personally can't imagine doing anything but this right now, because I think it's the issue of the time. And it's exactly where I need to be putting my energy and where I think a lot of people need to be putting their energy.

Sarabeth, that was a hugely interesting conversation. I wish you and your colleagues at the American Journalism Project the very best of luck, you're doing a great job and I appreciate you taking the time. Thank you.

Thanks so much, Paul. This was fun. I really appreciate it.



Request for Council Action

RES ☒ # R-22-08

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/15/2022

Department:

Meeting Date Requested: 2/28/2022

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

Subject: Amending 2022 Fiscal Year Budget

Background: The 2022 Midyear Budget review was presented to the City Council on February 14, 2022 during an open study session. Staff recommendation will be on the agenda for City Council approval.

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

Public/Board/Staff Input: Staff is recommending that the 2022 budget be amended as presented in the February 14th open study session. Study session memo and exhibits to follow the RCA and Resolution.

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

Dominic Accurso
Department Director/Administrator

JM
City Attorney

SW
City Manager



Department of Finance Memorandum

DATE: February 15, 2022

TO: Scott Wingerson, City Manager

FROM: Dominic Accurso, Director of Finance

RE: 2022 Fiscal Year Midyear Budget

With the 2022 fiscal year 50% complete and the 2021 fiscal year closed, we have a better understanding of how revenues, expenses, and fund balances are shaping up for the 2022 year. Staff begins work on the fiscal year budget several months before year end. Assumptions are made on both revenue and expense using past data, trend analysis, and information on the economic and legal environment. Because budgets are created before the fiscal year begins and needs for government services and programming can change over time, a midyear budget review gives staff and the City Council the opportunity to reevaluate and re-allocate resources where they may be needed to align the current resources with goals.

During the 2021 fiscal year, the City issued the 2020 and 2021 Certificates of Participation (COP). The City also entered into a lease purchase (\$850,000) to procure new handheld and mobile radios for the Police and Fire/EMS departments and other communication upgrades early in the 2022 fiscal year. The combined debt issues provided \$23 million in funding for capital projects. Projects include a new Police Headquarters (\$11 million), renovation of Fire Station #2 (\$5 million), water mains (\$2.5 million), \$1 million for transportation projects, improvements to City Hall (\$1 million), \$930,000 for community center improvements, funding for a new fire truck, and improvements to the Atkins-Johnson Farm. Many adjustments to the 2022 fiscal year budget have to do with adding budget for these capital projects. Additional narrative will be provided in the individual fund discussion.

The midyear budget information includes the use of minimal American Rescue Plan Act (ARPA) funds. Recommended ARPA funding included in the midyear budget is for professional fees associated with the administration, planning, documenting, reporting, and compliance for using the funds (\$10,000). Staff is planning to present ARPA ideas and strategies to the City Council during a study session in March.

The midyear budget review for fiscal year 2022 is hereby submitted to the City Council for review. This memorandum and exhibits will provide information on the General Fund, Community Center and Parks Tax Fund (CCPT), Public Safety Sales Tax Fund (PSST), Combined Water and Sewerage System Fund (CWSS), Capital Improvements Sales Tax Fund (CIST), Transportation

Sales Tax Fund (TST) and Capital Equipment Replacement Fund (CERF). The comparisons referencing budgeted revenues and expenditures in the narrative are based on the December Interim Financial Report.

GENERAL FUND (Exhibit A)

During the first six months of the fiscal year, the General Fund has experienced multiple events that have called for adjustments in both revenue and expense. Based on information in the December Interim Financial Statement, operating revenue is trending \$446,000 higher than the previous year.

Property tax revenues have increased over fiscal year 2021 as of December 31. However, with only 6% of the total budgeted property tax revenue received, this could be a timing difference. The majority of property tax will come from the current levy and allowable revenue increases have been set at 1.4% by the Missouri State Auditor. The adjustment for property tax revenue is due to increases in mowing and abatement (associated increase in expense as well). Sales tax collections for the General Fund have increased from the same time last year by 5%. Revenues from gross receipts taxes, licenses and permits, and intergovernmental are all slightly less than the 2021 fiscal year, but are in line with budgeted expectations. The revenue adjustment for intergovernmental revenues are due to increases in the fuel tax (\$37,000) and proposed use of ARPA funds (\$10,000). Charges for services have increased from the prior year mainly due to recreation activities. Many of the increases in charges for services will also have increases in corresponding expenditure accounts. The revenue adjustment for fines & forfeitures is due to decreased collection from the previous year and lower than budgeted expectations. The adjustment for miscellaneous revenue is due to the trade of the fire truck (2020 COP project) and the prisoner transport van.

For non-operating revenue, transfers into the fund are in line with budgeted projections and no debt proceeds are budgeted for the General Fund for the 2022 fiscal year. The increase in the equity transfer is due to the purchase of the fire truck funded by the 2020 COP (ordered January of 2021 and not yet received).

Corresponding changes have been made in budgeted expenditures to address the changes in revenue and the needs of the City. Increases in expenditures for all funds can be found on Exhibit B. Many of the expenditures are "one time" and will not need to be budgeted on a reoccurring basis. Of the \$1,342,648 that was requested for the General Fund, adjustments for \$1,197,648 in additional expenditures are being recommended. Capital expenditures include budget for a new fire truck (financed by the 2020 COP in the amount of \$595,000) and two additional leased vehicles with Enterprise Fleet Management for the Fire Chief and the Parks, Recreation, and Cultural Arts Department Director (\$14,000). Supplemental expenditures include additional funding for senior activities (\$260,000), heavy equipment and fleet maintenance (\$130,000), \$75,000 for additional property mowing and abatement, road salt (\$40,000), Police Department recruitment (\$24,500), and additional budget for various supplies and services.

Total changes in revenue are \$1,101,500 for total revenue for the General Fund of \$21,585,488. Total expenditures also increased \$1,101,500 to \$21,585,488. This will result in a balanced budget for the General Fund and ending fund balance of \$3,854,947.

COMMUNITY CENTER AND PARK TAX FUND (Exhibit C)

Revenues for the Community Center and Park Tax Fund (CCPT) are derived from Charges for services (25%), sales tax (18%), transfers from other funds (16%), intergovernmental (14%) and facility rental (4%). The fund realized a significant revenue reduction in both charges for services and facility rental due to the pandemic. These revenue streams are in the process of rebounding to pre-pandemic levels for the 2022 fiscal year. The increase in fund balance for the 2021 fiscal year was due to lease proceeds from the 2020 COP. The fund balance will be drawn down in the form of an equity transfer to complete the projects in the 2022 fiscal year.

At December 31, sales tax collections for the fund are 55% of projected budget and 6% over the same time last year. Charges for services and facility rental have increased \$200,000 from the previous year, however with 50% of the year past, 45% of budgeted charges for services and 35% of facility rental have been realized. The equity transfer will be increased by \$734,400 to allow for expenditures for the 2020 COP projects and additional expenditures. See Exhibit C for final 2021, 2022 adopted, and 2022 midyear comparisons.

Total budgeted expenditures for the fund are in line with projections (51% of budgeted expenditures used at December 31, 2021). The majority of the adjustments requested for the CCPT fund (see Exhibit B) are to complete projects from the 2020 COP and unbudgeted HVAC repairs. Recommended adjustments for the fund include \$65,200 for additional maintenance and repairs and \$638,200 for capital projects from the 2020 COP. A new diving board and pool vacuum will be purchased from the Capital Equipment Replacement Fund.

Total projected revenues for the fund are estimated to be \$5,062,340, an increase of \$703,400 from the 2022 adopted revenues of \$4,358,940. Expenditures are projected to increase by the same amount. Ending fund balance is expected to be \$178,180.

PUBLIC SAFETY SALES TAX FUND (Exhibit D)

Revenue for the Public Safety Sales Tax Fund is exceeding projections due to the sales tax collections and the issuance of debt during the 2022 fiscal year. Sales tax is up 6% from the previous year (55% of the total budgeted amount collected at December 31, 2021). Debt was issued to purchase new handheld and mobile radios for Police and Fire/EMS, dispatch console updates, and a new 911 voice recorder (\$850,000). Total revenues are projected to increase over original projections by \$901,200 to \$1,887,018.

Actual expenditures are less than budget expectations due to staffing levels throughout the fiscal year (27% of total expenditures used at December 31, 2021). Additional funding is being recommended to expend the lease proceeds (radios, console upgrades, and 911 voice recorder) and for the outfitting of police vehicles. Additions to the expenditure budget can be found on Exhibit B. Total budgeted expenditures are estimated to be \$1,887,018. Projected ending fund balance for PSST Fund is \$268,037.

COMBINED WATERWORKS AND SEWERAGE SYSTEM (CWSS) FUND (Exhibit E)

Actual revenues for the CWSS Fund are in line with projected revenues. Water and sewer usage has decreased from the previous year. The decrease in usage has been offset by increases in rates. Significant revenue changes to the CWSS fund include an increase of the equity transfer of

\$1,865,600 to \$1,931,238 to provide budget for water main replacements that were funded by the 2020 COP. Total revenues for the CWSS fund are projected to be \$14,102,438.

Expenditures for the CWSS Fund are \$308,570 over the previous year due to water and sewer line replacements and increased fees from Kansas City for sewer treatment. Staff is recommending increases in budget for the Water Production division of \$75,000 due to the increase in cost of chemicals. The increases in capital and transfers are the remaining balance of the water main replacements from the 2020 COP and for reimbursement of the water main replacement on the 76th Street project (paid out of the Transportation Sales Tax Fund). Total expenditures for the CWSS fund are projected to be \$14,102,438. Projected ending fund balance for the fund will be \$1,804,248.

CAPITAL IMPROVEMENT SALES TAX FUND (Exhibit F)

Changes in revenue for the CIST Fund are mainly due to the timing of debt issuance. When the FY22 budget was proposed, it was unclear if the 2021 COP would be issued in the 2021 or 2022 fiscal year (issue date of June 10). An adjustment has been made for the issuance of debt (\$14,600,000) in the 2021 fiscal year and sales tax (\$20,000). Total projected revenue for the fund is \$2,859,160.

Changes to the funds expenditures include adding budget for the completion of the 76th and Tracy storm water project (\$200,000) and adjusting the available budget for the completion of the renovation to Fire Station #2. Total projected expenditures for the CIST fund are \$13,549,850. Ending fund balance is expected to be \$8,656,835. The higher than normal fund balance is due to the balance of debt proceeds on projects not yet complete.

The issuance of the 2020 and 2021 COP provided \$17.2 million in funding for the renovation of Fire Station #2 (\$5 million), construction of a new Police Headquarters (\$11.2 million), and City Hall improvements in conjunction with the changes needed for the Police Headquarters (\$1 million). Planning and construction on the projects started in the 2021 fiscal year and is expected to be completed in the 2023 fiscal year. Exhibit G shows a projected "construction in progress" schedule.

TRANSPORTATION SALES TAX FUND (Exhibit H)

There are several adjustments to the Transportation Sales Tax Fund. Sales tax projections increased (consistent with other funds), intergovernmental revenue is projected to increase \$775,000 (Dept. of Transportation grant receipts and increased disbursement from the Special Road District). An additional \$50,000 transfer from the CWSS fund has also been added to reimburse the fund for the 76th Street project (water mains were replaced in conjunction with the street project). Total revenue for the fund is expected to be \$4,115,800.

Adjustments needed for expense are mainly due to projects to complete from the 2021 fiscal year. Projects include sections of the Rock Creek Trail (\$700,000) and Downtown parking project (\$550,000). Overlay of 72nd Street (\$100,000) has also been added to the project list. Total projected expenditures for the fund are \$4,965,600. Ending fund balance is projected to be \$60,580.

CAPITAL EQUIPMENT REPLACEMENT FUND (Exhibit G)

Staff is recommending certain capital expenditures from other governmental funds be purchased from the Capital Equipment Replacement Fund (see Exhibit B). There are no budget adjustments required as additional expenditures can be absorbed at the current expenditure levels. Ending fund balance is projected to be \$789,434.

CONCLUSION

In conclusion, the General Fund, the Community Center Park Tax Fund, the Public Safety Sales Tax Fund, Combined Water and Sewer System Fund, Capital Improvement Sales Tax Fund, Transportation Sales Tax Fund and Capital Equipment Replacement Fund will end the fiscal year with a positive fund balance and within policy. These adjustments will assist staff in carrying out council goals and give the City the flexibility needed to continue and improve operations at the City.

Staff recommends changing budget authority for the General Fund to 21,585,488, CCPT Fund to \$5,062,340, PSST Fund to \$1,887,018, CWSS Fund to \$14,102,438, CIST Fund to \$13,549,850, and TST Fund to \$4,965,600. A resolution to amend the 2022 Budget based on recommended budgets will be placed on the Council agenda for consideration on February 28, 2022. If you have any questions, please contact me at your convenience.

GENERAL FUND
STATEMENT OF REVENUES & EXPENDITURES

	2021 <u>Actual</u>	2022 <u>Adopted</u>	2022 <u>Midyear</u>	<u>Variance</u>
Revenue Sources				
Property Tax	3,749,070	3,809,050	3,884,050	75,000
Sales Tax	4,531,219	4,405,000	4,465,000	60,000
2019 Sales Tax	1,833,205	1,795,000	1,795,000	-
Gross Receipts Tax	2,960,364	3,115,000	3,115,000	-
Licenses & Permits	671,334	649,530	649,530	-
Intergovernmental	2,590,303	1,358,000	1,405,000	47,000
Charges for Services	2,815,111	3,264,646	3,559,146	294,500
Fines & Forfeitures	530,442	660,000	620,000	(40,000)
Misc. Revenue	<u>939,637</u>	<u>915,512</u>	<u>1,063,512</u>	<u>148,000</u>
Operating Revenue	20,620,684	19,971,738	20,556,238	584,500
Transfers	214,500	207,250	207,250	-
Debt Proceeds	584,937	-	-	-
Equity Transfer	-	<u>305,000</u>	<u>822,000</u>	<u>517,000</u>
Non-Operating Revenue	799,437	512,250	1,029,250	517,000
Total Revenue	<u>21,420,121</u>	<u>20,483,988</u>	<u>21,585,488</u>	<u>1,101,500</u>
				-
Expenditures				
General Administration	1,353,543	1,364,314	1,375,814	11,500
Finance	1,357,340	1,489,303	1,512,303	23,000
Public Safety	9,695,746	9,499,977	9,502,677	2,700
Public Works	2,262,381	2,224,867	2,359,867	135,000
Community Development	724,171	707,665	777,665	70,000
Parks & Recreation	1,882,243	2,471,422	2,742,820	271,398
Non Departmental	<u>707,469</u>	<u>1,024,687</u>	<u>1,003,589</u>	<u>(21,098)</u>
Operating Expenditures	17,982,894	18,782,235	19,274,735	492,500
Capital & Supplemental	146,441	176,500	785,500	609,000
Debt Requirements	492,558	323,253	323,253	-
2019 Sales Tax Transfer	1,000,000	1,000,000	1,000,000	-
Transfers	<u>350,457</u>	<u>202,000</u>	<u>202,000</u>	<u>-</u>
Total Non-Operating Expenditures	1,989,456	1,701,753	2,310,753	609,000
Total Expenditures	<u>19,972,350</u>	<u>20,483,988</u>	<u>21,585,488</u>	<u>1,101,500</u>

Analysis of Funds Available

	2021 <u>Actual</u>	2022 <u>Adopted</u>	2022 <u>Midyear</u>
Beginning Funds Available	3,279,934	4,727,706	4,727,706
Revenues	21,420,121	20,483,988	21,585,488
Equity Adjustment	-	<u>(305,000)</u>	<u>(822,000)</u>
Net Funds Available	24,700,055	24,906,694	25,491,194
Expenditures	<u>(19,972,350)</u>	<u>(20,483,988)</u>	<u>(21,585,488)</u>
Ending Funds Available	4,727,706	4,422,706	3,905,706
20% Fund Balance Requirement		3,756,447	3,854,947
Over/(Under)		666,259	50,759
Revenue Over(Under) Expenditures		-	-

Items for Midyear adjustments

Dept.	Div.	Object	Description	Narrative	Priority	Requested	Approved
General Fund							
10	11	420130	Publications	Updated supplements	2	10,500	10,500
10	11	440160	Contractual	Legal update	1	6,000	6,000
20	21	440110	Accounting/Auditing	GASB 87 disclosure	1	10,000	10,000
20	24	420500	Small equipment supplies	Battery backups for server (up to 2 hours of Back up)	2	7,500	CERF
20	24	440240	Voice/Data	Internet upgrade (Charter)	3	3,000	3,000
20	21	440110	Accounting/Auditing	ARPA guidance	4	10,000	10,000
20	24	460400	Equipment Capital	Replace SAN	5	10,000	CERF
20	24	450650	Equipment maintenance	Repair to 911 tower	6	7,500	-
30	31	440610	Advertising	Police Chief Recruitment	1	24,500	24,500
30	32	420990	Misc. Supplies	Police vehicle outfitting	2	40,000	PSST
30	34	430610	Automotive Supplies	Maintenance for fire trucks	2	30,000	30,000
30	34	460410	Automotive Capital	Fire Marshal vehicle (leased)	3	42,000	7,000
30	34	460410	Automotive Capital	Fire Truck (trade old truck) 2020 COP	1	595,000	595,000
40	42	430330	Salt/Calcium Chloride	Salt inventory	2	50,000	40,000
40	43	430740	Heavy Equipment Maintenance	Additional maintenance on snow trucks and mower	1	100,000	100,000
50	53	440460	Abatement	Weed mowing for violations	1	75,000	75,000
60	61	460410	Automotive Capital	Parks, Rec, & CA Vehicle (leased)	6	42,000	7,000
60	63	450110	Building Services	Transfer switch for generator at City Hall	1	6,586	6,586
60	68	420511	Program Activities-Linden Square	Reimbursement for Whiskey Fes VIP	2	5,410	5,410
60	63	440160	Contractual	Additional mowing for 69th street lot (\$55per mow*35mows	3	1,925	1,925
60	63	450220	Parks Services	Mulch for Hobby Hill, Central, & Little Gully	4	1,352	1,352
60	63	450110	Building Services	Fire protection services agreement (FS1)	5	1,125	1,125
60	67	440384	Senior Overnight	Senior overnight trips		260,000	260,000
99	99	440320	Training	Unconscious Bias Training	1	3,250	3,250
Total General Fund Request						<u>1,342,648</u>	<u>1,197,648</u>

Items for Midyear adjustments

Dept.	Div.	Object	Description	Narrative	Priority	Requested	Approved
Community Center Fund							
80	82	460400	Equipment Capital	Fitness equipment (2020 COP project)		7,800	7,800
80	83	450110	Buildings	Reimbursement for refrigerant repair	1	19,900	19,900
80	83	450110	Buildings	Replacement of RTU4 Blower motor	2	17,000	17,000
80	83	450110	Buildings	Diving board replacement	3	17,300	CERF
80	83	450110	Buildings	Inverter & AHU in Electrical Room Repair	4	11,100	11,100
80	83	450110	Buildings	Pool Boiler Repair & Maintenance	5	9,000	9,000
80	83	450110	Buildings	Replace Dive Well Pump	6	4,800	4,800
80	83	450990	Miscellaneous	New Gemini Pool Vacuum	7	4,400	CERF
80	83	450110	Buildings	Replace Motherboard & Panel Battery for Alarm System	8	2,000	2,000
80	83	450120	Janitorial	GCC Exterior Window Cleaning	9	1,400	1,400
80	83	460300	Improvements	Natatorium improvements (2020 COP project)		62,900	62,900
80	85	460300	Improvements	Bathhouse renovation (2020 COP project)		567,500	567,500
Total Community Center Fund Request						<u>725,100</u>	<u>703,400</u>
Public Safety Sales Tax Fund							
30	39	420990	Misc. Supplies	Outfitting of Police vehicles	2	40,000	40,000
30	39	460400	Equipment Capital	Radios, dispatch consul mod, and 911 voice recorder	1	850,000	850,000
Total Public Safety Sales Tax Request						<u>890,000</u>	<u>890,000</u>
CWSS Fund							
70	72	440160	Contractual	Repair well #3	1	35,000	35,000
70	72	420310	Chemicals	Increase chemical line item due to price increase	2	40,000	40,000
70	73	460300	Improvements	Water main replacement	3	1,350,000	1,350,000
70	99	481100	Transfer	Water line replacement for street projects	4	450,000	450,000
Total CWSS Request						<u>1,875,000</u>	<u>1,875,000</u>

COMMUNITY CENTER PARKS SALES TAX FUND
STATEMENT OF REVENUES & EXPENDITURES

	<u>2021</u> <u>Actual</u>	<u>2022</u> <u>Adopted</u>	<u>2022</u> <u>Midyear</u>	<u>Variance</u>
Revenue Sources				
Community Center/Natatorium				
Sales Tax	923,164	900,000	915,000	15,000
Charges for Services	859,255	1,064,331	1,064,331	-
Facility Rental	82,234	192,000	146,000	(46,000)
Intergovernmental	175,000	175,000	175,000	-
Total Community Center/Natatorium	2,039,653	2,331,331	2,300,331	(31,000)
Outdoor Pool				
Charges for Services	152,907	190,500	190,500	-
Facility Rental	75,899	65,000	55,000	(10,000)
Total Outdoor Pool	228,806	255,500	245,500	(10,000)
Operating Revenue	2,268,459	2,586,831	2,545,831	(41,000)
Intergovernmental	525,000	525,000	525,000	-
Misc. Revenue	10,396	21,700	21,700	-
Transfers in	777,700	788,300	788,300	-
Debt Proceeds	954,371	-	-	-
Equity Transfer	-	437,109	1,181,509	744,400
Non-Operating Revenue	2,267,468	1,772,109	2,516,509	744,400
Total Revenue	4,535,927	4,358,940	5,062,340	703,400
Expenditures				
Community Center	881,843	882,095	882,095	-
Natatorium	802,687	958,968	1,024,168	65,200
Outdoor Pool	134,809	178,888	178,888	-
Non-Departmental	119,780	138,739	138,739	-
Total Operating Expenditures	1,939,119	2,158,690	2,223,890	65,200
Capital & Supplemental	158,658	-	638,200	638,200
Debt Requirements	2,197,420	2,200,250	2,200,250	-
Total Non-Operating Expenditures	2,356,078	2,200,250	2,838,450	638,200
Total Expenditures	4,295,198	4,358,940	5,062,340	703,400

Analysis of Funds Available

	<u>2021</u> <u>Actual</u>	<u>2022</u> <u>Adopted</u>	<u>2022</u> <u>Midyear</u>
Beginning Funds Available	1,118,960	1,359,689	1,359,689
Revenues	4,535,926	4,358,939	5,062,340
Equity Adjustment	-	(437,109)	(1,181,509)
Net Funds Available	5,654,886	5,281,519	5,240,520
Expenditures	(4,295,197)	(4,358,940)	(5,062,340)
Ending Funds Available	1,359,689	922,579	178,180

Revenue Over (Under) Expenditures

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PUBLIC SAFETY SALES TAX FUND
STATEMENT OF REVENUES & EXPENDITURES

	2021	2022	2022	
	<u>Actual</u>	<u>Adopted</u>	<u>Midyear</u>	<u>Variance</u>
Revenue Sources				
Sales Tax	922,872	900,000	915,000	15,000
Misc. Revenue & Transfers	<u>49,445</u>	<u>21,500</u>	<u>32,775</u>	<u>11,275</u>
Operating Revenue	<u>972,317</u>	<u>921,500</u>	<u>947,775</u>	<u>26,275</u>
				-
Proceeds from Debt	-	-	850,000	850,000
Equity Transfer	<u>-</u>	<u>64,318</u>	<u>89,243</u>	<u>24,925</u>
Non-Operating Revenue	<u>-</u>	<u>64,318</u>	<u>939,243</u>	<u>874,925</u>
Total Revenue	<u>972,317</u>	<u>985,818</u>	<u>1,887,018</u>	<u>901,200</u>
Expenditures				
PSST Law	557,414	632,791	672,791	40,000
Non Departmental	<u>25,803</u>	<u>46,527</u>	<u>46,527</u>	<u>-</u>
Total Operating Expenditures	<u>583,217</u>	<u>679,318</u>	<u>719,318</u>	<u>40,000</u>
Capital & Supplemental	91,242	90,000	935,000	845,000
Debt Requirements	<u>207,328</u>	<u>216,500</u>	<u>232,700</u>	<u>16,200</u>
Total Non-Operating Expenditures	<u>298,570</u>	<u>306,500</u>	<u>1,167,700</u>	<u>861,200</u>
Total Expenditures	<u>881,787</u>	<u>985,818</u>	<u>1,887,018</u>	<u>901,200</u>

Analysis of Funds Available

	2021	2022	2022
	<u>Actual</u>	<u>Adopted</u>	<u>Midyear</u>
Beginning Funds Available	266,750	357,280	357,280
Revenues	972,317	985,818	1,887,018
Equity Adjustment	<u>-</u>	<u>(64,318)</u>	<u>(89,243)</u>
Net Funds Available	1,239,067	1,278,780	2,155,055
Expenditures	<u>(881,787)</u>	<u>(985,818)</u>	<u>(1,887,018)</u>
Ending Funds Available	357,280	292,962	268,037

Revenue Over(Under) Expenditures

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COMBINED WATERWORKS & SEWER SYSTEM FUND
STATEMENT OF REVENUES & EXPENDITURES

	2021 <u>Actual</u>	2022 <u>Adopted</u>	2022 <u>Midyear</u>	<u>Variance</u>
Revenue Sources				
Water	3,889,037	4,499,300	4,499,300	-
Sanitation	6,379,520	7,617,500	7,617,500	-
Misc. Revenue	74,900	45,000	54,400	9,400
Operating Revenue	10,343,457	12,161,800	12,171,200	9,400
Debt Proceeds	2,500,000	-	-	-
Equity Transfer	-	65,638	1,931,238	1,865,600
Non-Operating Revenue	2,500,000	65,638	1,931,238	1,865,600
Total Revenue	12,843,457	12,227,438	14,102,438	1,875,000
Expenditures				
Water Production	1,445,770	1,328,271	1,403,271	75,000
Water Operations & Maintenance	836,392	1,005,826	1,005,826	-
Sewer Collection	295,406	463,746	463,746	-
Non Departmental	6,336,993	7,171,545	7,171,545	-
Operating Expenditures	8,914,560	9,969,388	10,044,388	75,000
Capital & Supplemental	1,241,112	525,750	1,875,750	1,350,000
Debt Requirements	1,720,689	1,682,300	1,682,300	-
Transfers	50,000	50,000	500,000	450,000
Total Non-Operating Expenditures	3,011,801	2,258,050	4,058,050	1,800,000
Total Expenditures	11,926,362	12,227,438	14,102,438	1,875,000

Analysis of Funds Available

	2021 <u>Actual</u>	2022 <u>Adopted</u>	2022 <u>Midyear</u>
Beginning Funds Available	2,818,391	3,735,486	3,735,486
Revenues	12,843,457	12,227,438	14,102,438
Equity Adjustment	-	(65,638)	(1,931,238)
Net Funds Available	15,661,848	15,897,286	15,906,686
Expenditures	(11,926,362)	(12,227,438)	(14,102,438)
Ending Funds Available	3,735,486	3,669,848	1,804,248
20% Fund Balance		1,993,878	2,008,878
Revenue Over(Under) Expenditures		-	-

CAPITAL IMPROVEMENT SALES TAX FUND
STATEMENT OF REVENUES & EXPENDITURES

	2021 Actual	2022 Adopted	2022 Midyear	Variance
Revenue Sources				
Sales Tax	1,846,344	1,785,000	1,805,000	20,000
Interest & Misc. Revenue	4,975	1,800	1,800	-
Intergovernmental	-	52,360	52,360	-
Transfers	1,000,000	1,000,000	1,000,000	-
Debt Proceeds	19,061,666	14,600,000	-	(14,600,000)
Total Revenue	21,912,986	17,439,160	2,859,160	(14,580,000)
Expenditures				
Debt Service/Transfer				
2021 COP	336,598	870,000	870,000	-
2020A COP	669,713	133,000	133,000	-
2017 Lease Purchase (Ends 6/1/32)	40,075	71,000	71,000	-
2011 COP - Refinanced 2017 (Ends 6/1/23)	355,112	370,000	370,000	-
2016 Lease Purchase (Ends 1/22/30)	126,434	97,000	97,000	-
2015 COP - Refinanced 2017 (Ends 6/1/26)	677,700	689,000	689,000	-
2015 COP (Ends 6/1/30)	113,171	115,000	115,000	-
The Heights - (Ends 7/1/36)	136,062	136,000	136,000	-
Engineering Transfer	100,000	100,000	100,000	-
Arts Council	7,487	17,850	17,850	-
Stormwater Projects				
Storm water Master Plan Implementation	4,960	-	200,000	200,000
Carriage Commons Box Culvert	-	255,000	255,000	-
Santerra Detention Basin	-	25,000	25,000	-
Misc. Stormwater Projects	90,412	75,000	75,000	-
Park Projects				
Parks Master Plan Implementation	-	-	-	-
Oak Grove Concessions	201,960	-	-	-
NE 72nd Tennis Court Repair	-	20,000	20,000	-
Happy Rock Tennis Court Repair	-	40,000	40,000	-
Parks Trail Replacement Program - Happy Rock	-	25,000	25,000	-
Facility Projects				
Fire Station Renovation	200,918	5,000,000	4,811,000	(189,000)
Public Safety Headquarters	165,467	5,500,000	5,500,000	-
City Hall	-	-	-	-
Total Budgeted Expenditures	3,226,069	13,538,850	13,549,850	11,000
Beginning Funds Available	660,608	19,347,525	19,347,525	
Revenues	21,912,986	17,439,160	2,859,160	
Net Funds Available	22,573,594	36,786,685	22,206,685	
Expenditures	(3,226,069)	(13,538,850)	(13,549,850)	
Ending Funds Available	19,347,525	23,247,835	8,656,835	

CONSTRUCTION IN PROGRESS

Police Headquarters, Fire Station #2, & City Hall

Fiscal Year	Projects	Beginning Balance	Debt Issued	Expended	Ending Funds Available
2021					
	Fire Station	-	5,011,918	200,918	4,811,000
	Police HQ	-	11,175,000	165,467	11,009,533
	City Hall	-	1,043,000	-	1,043,000
	Totals	-	17,229,918	366,385	16,863,533
2022					
	Fire Station	4,811,000	-	4,811,000	-
	Police HQ	11,009,533	-	5,500,000	5,509,533
	City Hall	1,043,000	-	-	1,043,000
	Totals	16,863,533	-	10,311,000	6,552,533
2023					
	Fire Station	-	-	-	-
	Police HQ	5,509,533	-	5,509,533	-
	City Hall	1,043,000	-	1,043,000	-
	Totals	6,552,533	-	6,552,533	-

TRANSPORTATION SALES TAX FUND
STATEMENT OF REVENUES & EXPENDITURES

	2021	2022	2022	
	<u>Actual</u>	<u>Adopted</u>	<u>Midyear</u>	<u>Variance</u>
Revenue Sources				
Sales Tax	1,846,345	1,785,000	1,805,000	20,000
Interest & Misc. Revenue	1,233	1,800	1,800	-
Intergovernmental	549,551	934,000	1,709,000	775,000
Transfers	150,000	550,000	600,000	50,000
Debt Proceeds	1,026,206	-	-	-
Total Revenue	<u>3,573,334</u>	<u>3,270,800</u>	<u>4,115,800</u>	<u>845,000</u>
Expenditures				
Debt Service/Transfer				
2020 COP	74,962	50,000	50,000	-
2017 Lease Purchase (Ends 6/1/32)	110,205	111,000	111,000	-
2011 COP - Refinanced 2017 (Ends 6/1/23)	59,798	63,000	63,000	-
2015 COP (Ends 6/1/30)	33,804	35,000	35,000	-
2015 COP - Refinanced 2017 (Ends 6/1/26)	100,000	100,000	100,000	-
2010 GO (Ends 3/1/23)	227,400	218,000	218,000	-
The Heights - (Ends 7/1/36)	114,881	115,000	115,000	-
Engineering Transfer	100,000	100,000	100,000	-
Local transit	85,191	123,600	123,600	-
Road Projects				
Street Mill & Overlay Program	1,103,056	390,000	390,000	-
Intermediate Maintenance	14,991	150,000	150,000	-
City Intermediate Maintenance	19,709	20,000	20,000	-
Old Pike Reconstruction	12,000	-	-	-
NE 76th Street Construction	502,219	1,500,000	1,540,000	40,000
Downtown Parking	62,880	-	550,000	550,000
Road District Project - TBD	-	325,000	350,000	25,000
72nd Street Overlay	-	-	100,000	100,000
Sidewalk/Trail Projects				
Curb, Gutter, Sidewalk Replacement	307,970	150,000	150,000	-
ADA/Curbcut Sidewalks	-	50,000	50,000	-
Traffic/Ped Signal Upgrades	113,509	200,000	-	(200,000)
Rock Creek Trail	30,950	-	700,000	700,000
Linden Trail Connector	-	5,000	50,000	45,000
Total Budgeted Expenditures	<u>3,073,525</u>	<u>3,705,600</u>	<u>4,965,600</u>	<u>1,260,000</u>
Beginning Funds Available	410,571	910,380	910,380	
Revenues	<u>3,573,334</u>	<u>3,270,800</u>	<u>4,115,800</u>	
Net Funds Available	3,983,905	4,181,180	5,026,180	
Expenditures	<u>(3,073,525)</u>	<u>(3,705,600)</u>	<u>(4,965,600)</u>	
Ending Funds Available	<u>910,380</u>	<u>475,580</u>	<u>60,580</u>	

CAPITAL EQUIPMENT REPLACEMENT FUND
STATEMENT OF REVENUES & EXPENDITURES

	2021	2022	2022	
	<u>Actual</u>	<u>Adopted</u>	<u>Midyear</u>	<u>Variance</u>
Revenue Sources				
Taxes	597,933	500,000	500,000	-
Misc. Revenue	335,478	64,000	64,000	-
Transfers	39,260	36,000	36,000	-
Equity Transfer	-	87,947	87,947	-
Total Revenue	972,671	687,947	687,947	-
Expenditures				
Capital Expenditures	232,440	300,000	300,000	-
Debt Requirements	88,906	192,447	192,447	-
Transfers out	150,000	195,500	195,500	-
Total Expenditures	471,346	687,947	687,947	-

Analysis of Funds Available

	2021	2022	2022
	<u>Actual</u>	<u>Adopted</u>	<u>Midyear</u>
Beginning Funds Available	376,056	877,381	877,381
Revenues	972,671	687,947	687,947
Equity Adjustment	-	(87,947)	(87,947)
Net Funds Available	1,348,727	1,477,381	1,477,381
Expenditures	(471,346)	(687,947)	(687,947)
Ending Funds Available	877,381	789,434	789,434
Revenue Over(Under) Expenditures		-	-

RESOLUTION NO. R-22-08

A RESOLUTION AMENDING OR REVISING THE 2022 GENERAL FUND, COMMUNITY CENTER AND PARKS SALES TAX FUND, PUBLIC SAFETY SALES TAX FUND, COMBINED WATERWORKS AND SEWER SYSTEM FUND, CAPITAL IMPROVEMENT SALES TAX FUND, AND TRANSPORTATION SALES TAX FUND FOR THE CITY OF GLADSTONE, MISSOURI, AND AUTHORIZING EXPENDITURES OF FUNDS.

WHEREAS, The Council of the City of Gladstone, Missouri has determined the need for additional appropriations in the above referenced funds.

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

THAT, the General Fund, Community Center Parks Sales Tax Fund, Public Safety Sales Tax Fund, Capital Improvement Sales Tax Fund, and Transportation Sales Tax Fund be adopted or amended as set forth below:

	FY22 BUDGET RESOLUTION NO. R-21-33	REVISING BUDGET RESOLUTION NO. R-22-xx	INCREASE (DECREASE)
<u>General Fund Expenditures</u>	\$20,483,988	\$21,585,488	\$1,101,500
<u>Community Center Parks Sales Tax Expenditures</u>	\$4,358,940	\$5,062,340	\$703,400
<u>Public Safety Sales Tax Fund Expenditures</u>	\$985,818	\$1,887,018	\$901,200
<u>Combined Water & Sewerage System Expenditures</u>	\$12,227,438	\$14,102,438	\$1,875,000
<u>Capital Improvement Sales Tax Expenditures</u>	\$13,538,850	\$13,549,850	\$11,000
<u>Transportation Sales Tax Expenditures</u>	\$3,705,600	\$4,965,600	\$1,260,000

THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to expend the amounts as shown in the Revised Budgets.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28th DAY OF FEBRUARY, 2022.

R.D. Mallams, Mayor

ATTEST:

Becky Jarrett, Deputy City Clerk



Request for Council Action

RES ☒ # R-22-09

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/23/2022

Department: Parks & Recreation

Meeting Date Requested: 2/28/2022

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

Subject: Community Center Leisure Pool Dumping Bucket Replacement

Background: The community center's leisure pool dumping bucket began having issues and upon investigation, we have found that the bearings and internal parts are corroded and are prone to fail in the near future. It would be more costly to remove and attempt to repair than to replace.

Budget Discussion: Funds are budgeted in the amount of \$32,983.00 from the OTHER Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$

Public/Board/Staff Input:

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

Justin Merkey
Department Director/Administrator

JM
City Attorney

SW
City Manager

RESOLUTION NO. R-22-09

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM WATER ODYSSEY, FOR THE REPLACEMENT OF THE GLADSTONE COMMUNITY CENTER'S LEISURE POOL DUMPING BUCKET IN THE TOTAL AMOUNT OF \$32,983.00.

WHEREAS, one proposal was received for a dumping bucket water feature and that proposal of Water Odyssey in the amount of \$32,983.00 has been determined by the Director of Parks, Recreation and Cultural Arts to be a fair proposal.

WHEREAS, it is the recommendation of the Department of Parks, Recreation and Cultural Arts to accept the bid from Water Odyssey for the dumping bucket in the total amount of \$32,983.00.

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 the proposal of Water Odyssey in the amount of \$32,983.00.

FURTHER, THAT, funds for such purpose are authorized from the 2020 COP Project Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28th DAY OF FEBRUARY 2022.

Mayor R.D. Mallams

ATTEST:

Becky Jarrett, Deputy City Clerk



February 28, 2022

Mr. Eugene Suter
7233 North Bellefontaine
Gladstone, Missouri 64119

Dear Mr. Suter,

This will confirm the Gladstone City Council's formal action taken at the February 28, 2022, City Council meeting appointing you to the University Extension Council of Clay County for a two-year term, beginning March 1, 2022 and ending February 29, 2024.

Members of the City Council are certainly aware of your active participation in our community and appreciate your willingness to serve as Gladstone's appointed member of the University Extension Council.

Sincerely,

R.D. Mallams, Mayor

Cc: Edythe Weber, University of Missouri Extension



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/17/2022

Department: Finance

Meeting Date Requested: 2/28/2022

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

Subject: Semiannual Financial Statement

Background: Cities are required by the Missouri Revised Statutes to publish a semi-annual financial statement along with a schedule of indebtedness. The amounts in the financial statement are not audited, nor final, but a "snapshot" at a period of time when the information is pulled from the financial software.

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

Public/Board/Staff Input: The presentation of the financial statement is broken down into fund types, General Fund, Enterprise Funds (Water and Sewer Fund), and Special Revenue Funds (all other funds except General or Enterprise). Total receipts exceed total expenditures due to some revenues not received on a regular basis (property tax, Road District funding, and payment from North Kansas City School District for the Community Center) and projects that have been funded by lease purchase in previous or future periods. The indebtedness of the city is listed by the type of financing. Staff is seeking the approval of the financial statement from the Council before the financial statement is published.

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

Dominic Accurso
Department Director/Administrator

JM
City Attorney

SW
City Manager

City of Gladstone, Missouri
Statement of Receipts and Expenditures
For the Six Months Ended December 31, 2021 (unaudited)

	General Fund	Special Revenue Funds	Enterprise Fund
Receipts			
Taxes	\$ 5,139,067	\$ 3,290,453	\$ -
Licenses & Permits	446,374	-	-
Intergovernmental Revenue	715,451	833,358	9,367
Charges for Services	1,876,062	567,365	6,029,504
Fines & Forfeitures	245,685	3,929	-
Misc. Revenue	511,200	149,247	16,765
Debt Proceeds	-	850,000	-
Transfers	206,750	1,438,300	-
Total Receipts	\$ <u>22,328,876</u>		
Expenditures			
Personnel	\$ 6,610,985	\$ 696,832	\$ 550,774
Supplies	476,704	44,926	256,359
Services	2,181,448	1,229,204	3,834,643
Capital	621,053	7,529,153	169,382
Debt	183,317	1,808,359	414,100
Transfers	600,000	995,050	50,000
Total Expenditures	\$ <u>28,252,290</u>		

The Statement of Receipts and Expenditures does not take into account the use of lease purchase proceeds or fund balance from previous periods to fund expenditures. All funds continue to have a positive fund balance.

Indebtedness of the City

General Obligation Bonds	\$ 400,000
Revenue Bonds	1,160,000
Certificates of Participation (COP)	36,823,750
Department of Natural Resources	174,539
Lease Purchase	15,503,593
	\$ <u>54,061,882</u>

This statement was prepared from recorded receipts and expenditures as shown on the books and records for the City of Gladstone, Missouri, and in compliance with Missouri Revised Statutes, Sec. 77.110. This statement is true and correct to the best of my knowledge.

R.D. Mallams, Mayor

Date



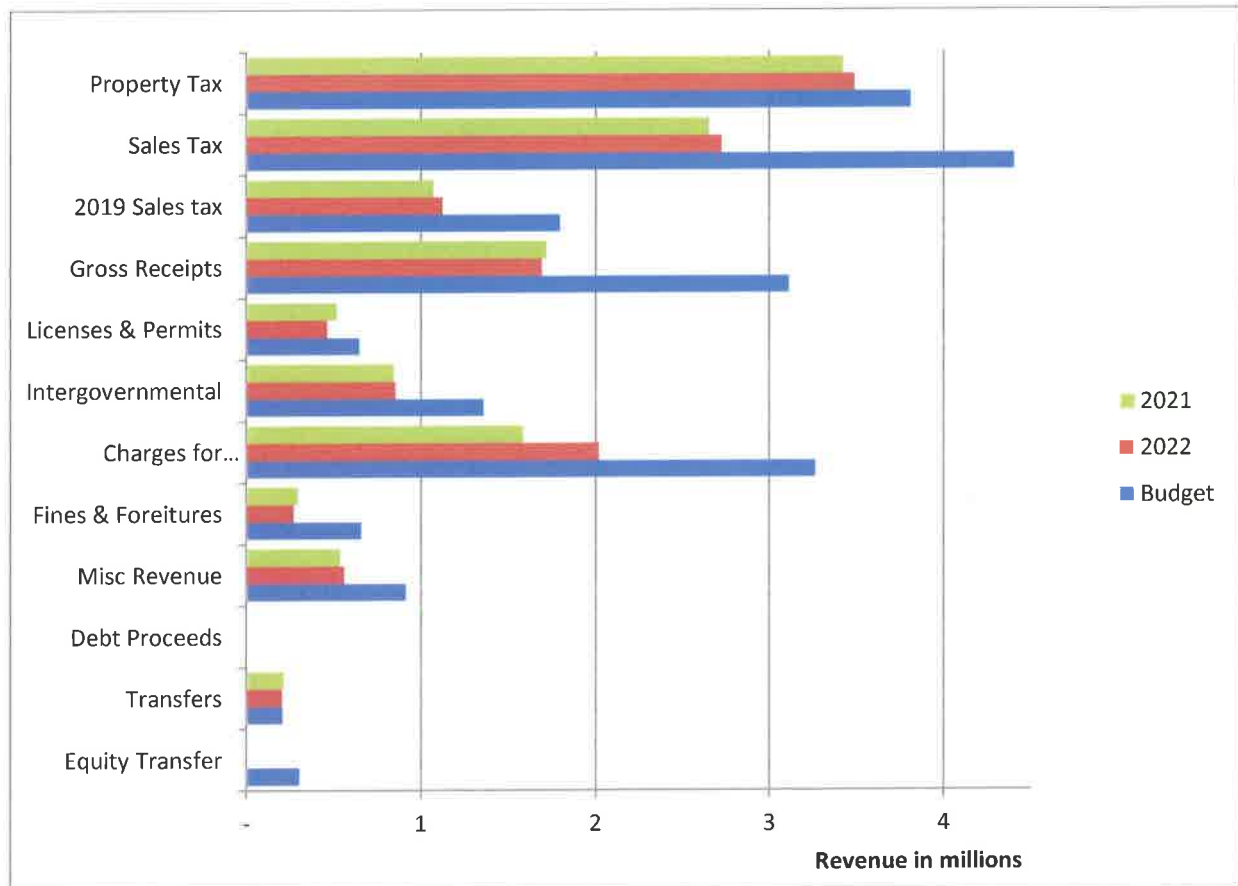
CITY OF GLADSTONE MISSOURI

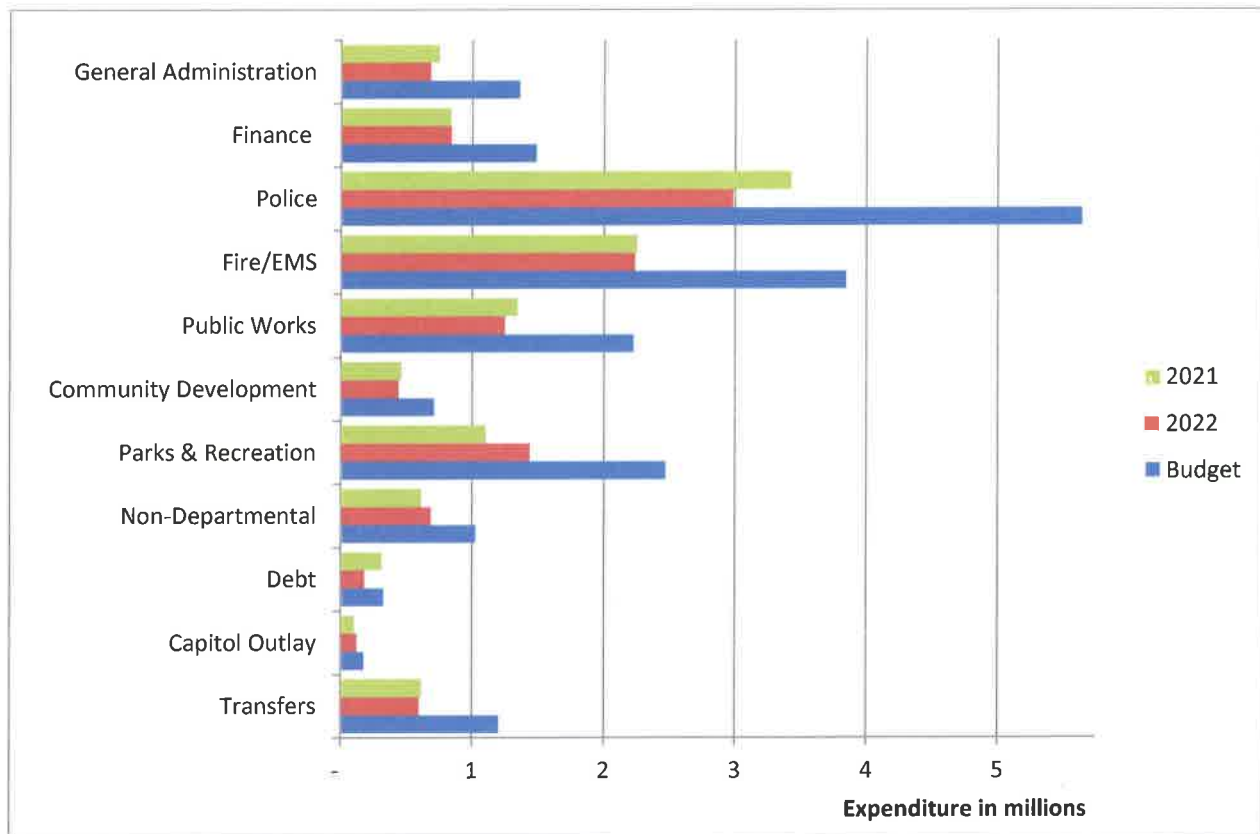
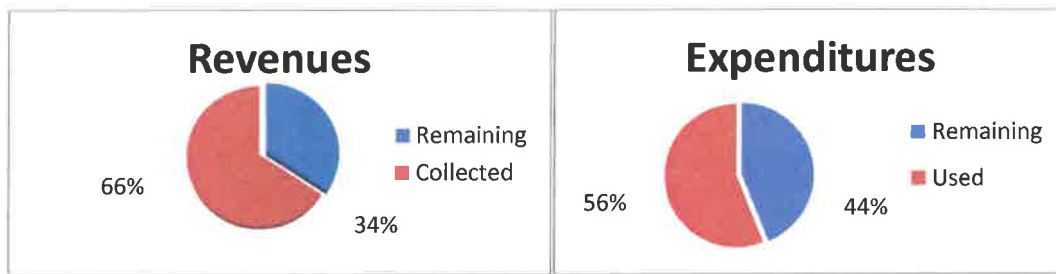
Financial Report for 7 Months Ending
January 31, 2022

GENERAL FUND

General Fund Revenues

Total revenues for the General Fund through 7 months or 58% of this fiscal year are \$13,430,713 compared to total budgeted revenues for the year of \$20,483,988 or 66% of budgeted revenue. Property tax revenue received is \$3,491,776, an increase of \$69,546 or 2%. Sales tax on a cash basis is \$2,727,290 or \$74,366 (3%) more than previous year. The 2019 sales tax (1/2 cent sales tax passed in 2019) is \$1,126,668, an increase of 5%. Gross receipts taxes are \$1,692,137, a decrease of \$22,919 or 1% from last year. License and Permit revenues are \$466,882 or \$55,106 (11%) less than FY21 due to the issuing of building permits for large construction projects in the prior year. Intergovernmental revenue is \$859,310 or \$15,175 (2%) over the previous year. Charges for Services are \$2,020,974 an increase of 28% or \$439,222 compared to the previous year. This is primarily due to increases from senior and recreation activities. Fines and Forfeitures have decreased 5% from the prior year to \$274,168. Miscellaneous Revenue is \$564,758, an increase of \$25,632. Debt proceeds are not budgeted for the current fiscal year. Transfers made to the fund amount to \$206,750. An equity transfer of \$305,000 is budgeted for the General Fund.

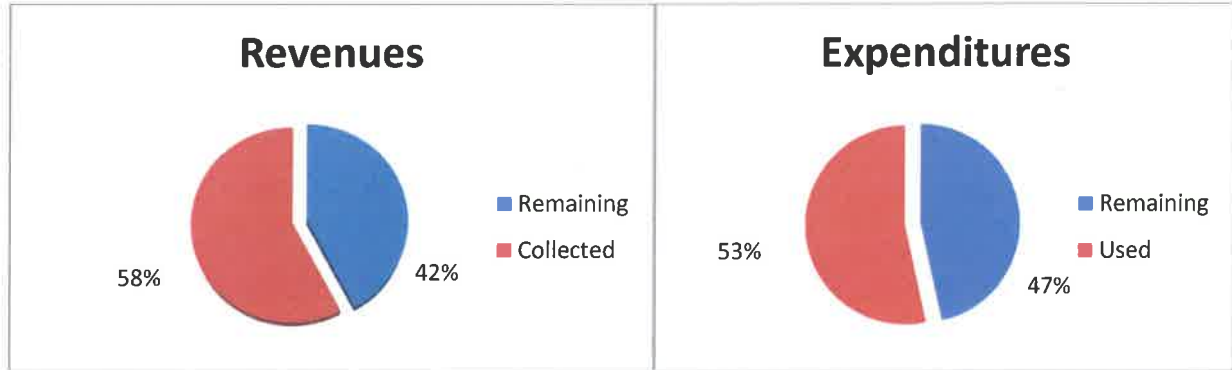
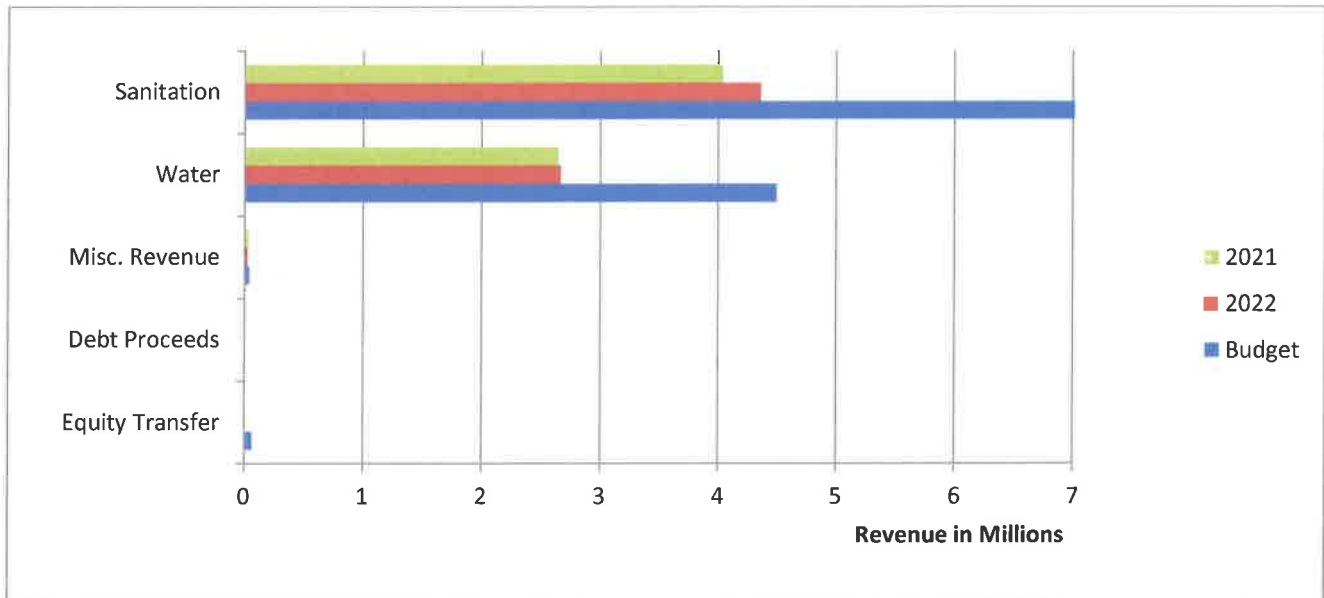




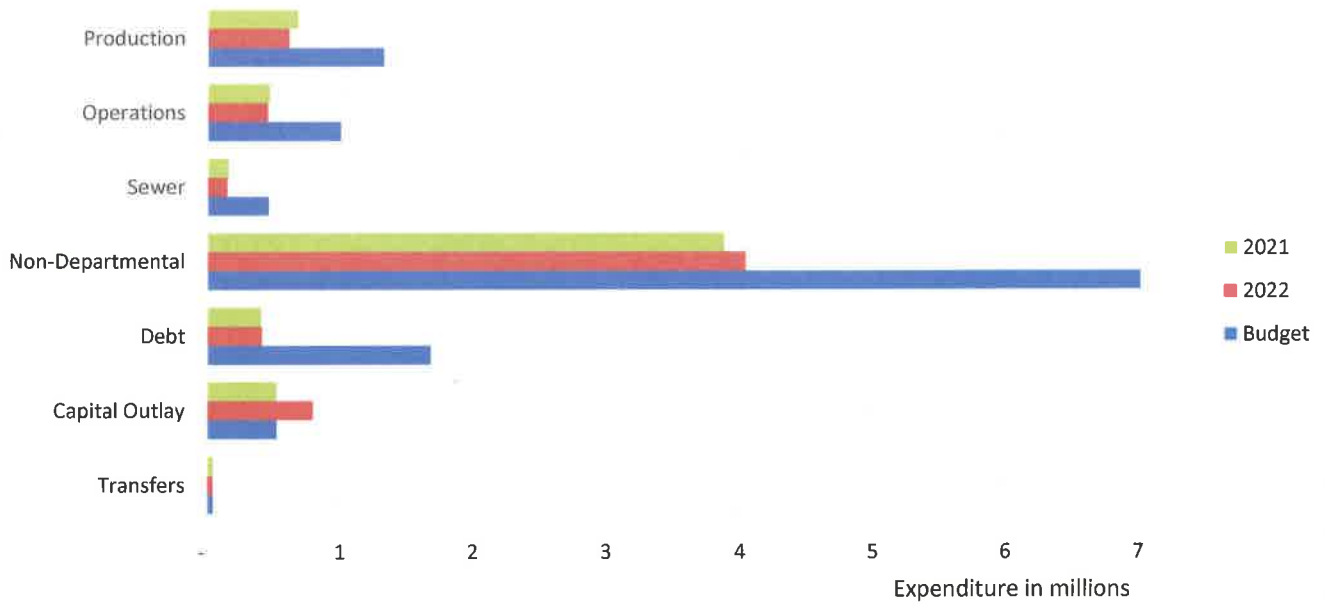
Expenditures through 7 months or 58% of this fiscal year amounted to \$11,487,885 or 56% of FY22 budgeted expenditures of \$20,483,988. This indicates that actual expenditures are 3% or \$330,777 less than last year's expenditures of \$11,818,662. General Administration expenditures are \$683,637, a decrease of \$63,782 or 9% due to contractual payments (timing of Magazine) and changes in staffing. Finance expenditures are comparable to the previous year at \$841,874. Police expenditures are \$2,988,125, a decrease of \$438,845 (13%) due to changes in staffing and vacant positions. Fire/EMS expenditures are comparable to the previous year at \$2,239,909. Public Works expenditures are \$1,249,984, \$96,480 or 7% less than the prior year due to the timing of road salt purchases and the Beautification event held last fall. Community Development expenditures are \$440,574, a decrease of \$19,337 (4%) due to the timing of contractual obligations. Parks & Recreation expenditures are \$1,444,336, an increase of 31% or \$340,244 from the same time last year due to increases in Senior and Recreation activities. Non-Departmental expenditures are \$688,950, an increase of 12% or \$74,308 due to increases in development agreements and training. Debt payments are \$183,317, a decrease of 41% or \$126,600 due to moving debt payments of the 2020 and 2019 lease purchases to CERF. Capital Outlay is \$127,179. Transfers made to other funds amount to \$600,000. Current revenues exceed current expenditures by \$1,942,828.

COMBINED WATER AND SEWERAGE SYSTEM FUND

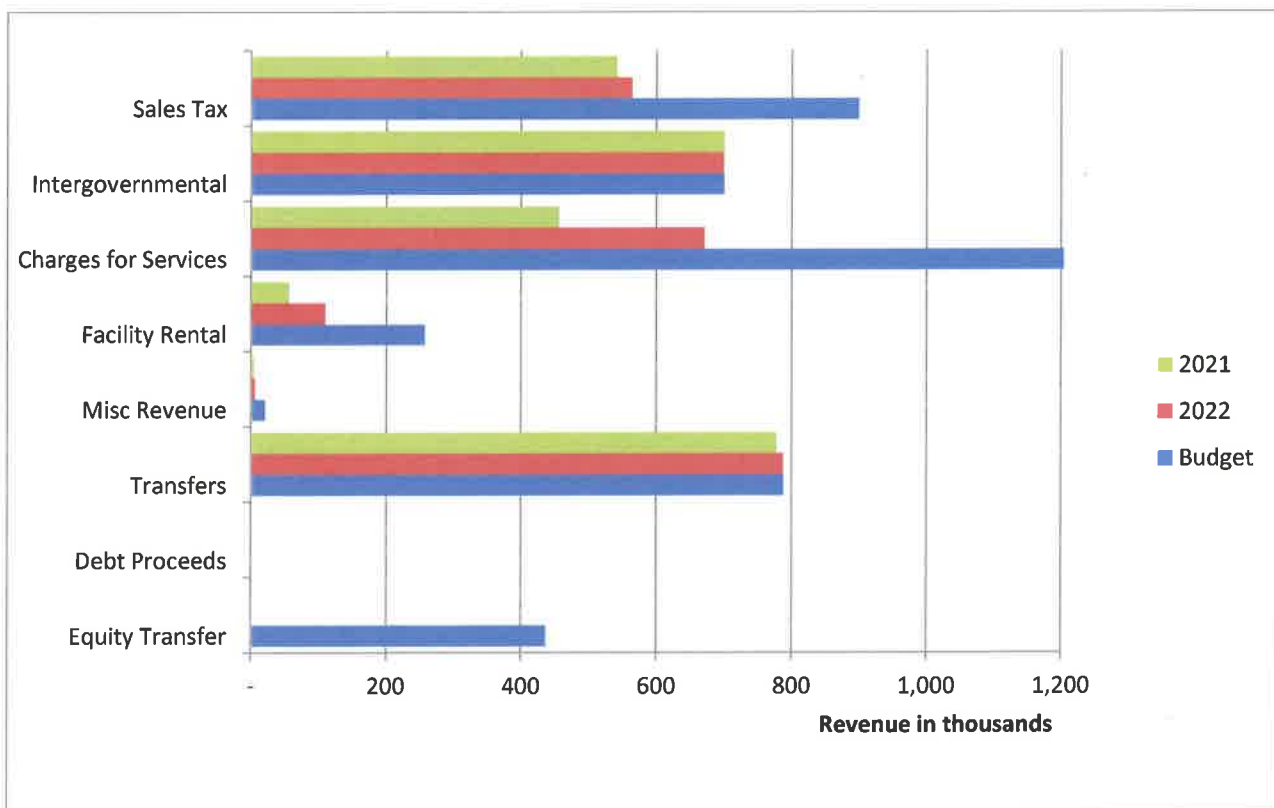
Total budgeted revenues for the fiscal year are \$12,227,438. Total revenues through 7 months or 58% of this fiscal year, amounted to \$7,064,944 or 58% of FY22 budgeted revenues. Although consumption has decreased, operating revenues are up \$336,582 (5%) from the previous year due to increased water and sewer rates.

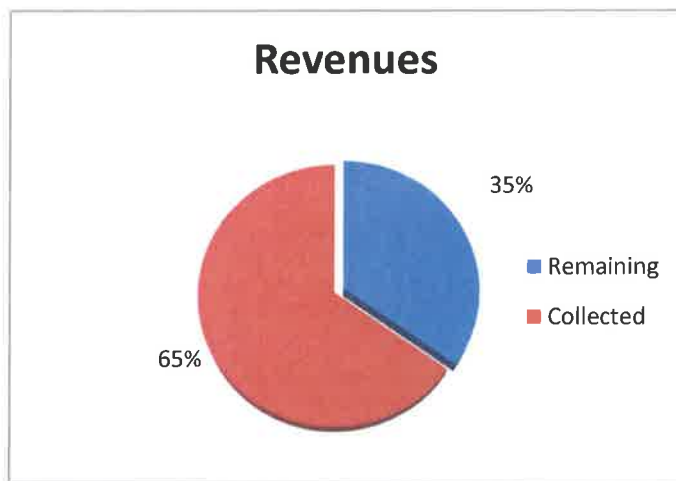


Total budgeted expenditures for the fiscal year are \$12,227,438. Total expenditures through 7 months or 58% of this fiscal year amounted to \$6,535,839 or 53% of FY22 budgeted expenditures. Production expenditures are down \$66,116 (10%) to \$522,376 due to changes in personnel and vacant positions. Operations division expenditures are \$455,990, a decrease of \$12,503 (3%). Sewer division expenditures have decreased \$8,778 (5%) to \$156,889. Non-departmental expenditures are \$4,046,066, up \$163,083 due to the increase in sewage rates. Payments for debt have increased 1% or \$6,101 to \$414,100 due to the 2020 COP. Capital outlay is \$797,547. Additional budget for capital outlay will be added at midyear for water main projects from the 2020 COP. Transfers for the fund are \$50,000. Current revenues exceed current expenditures by \$529,105.



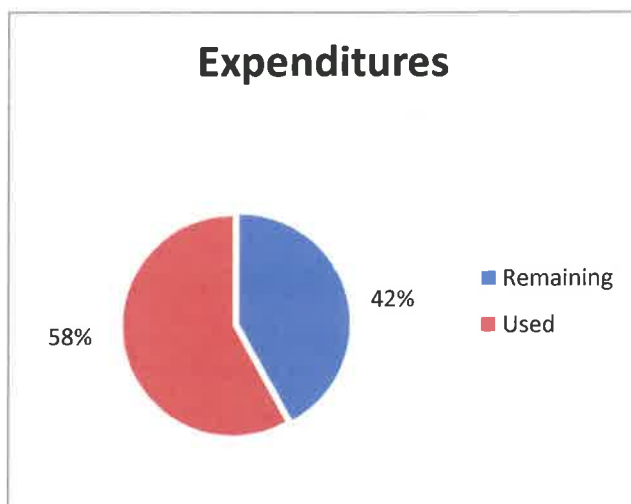
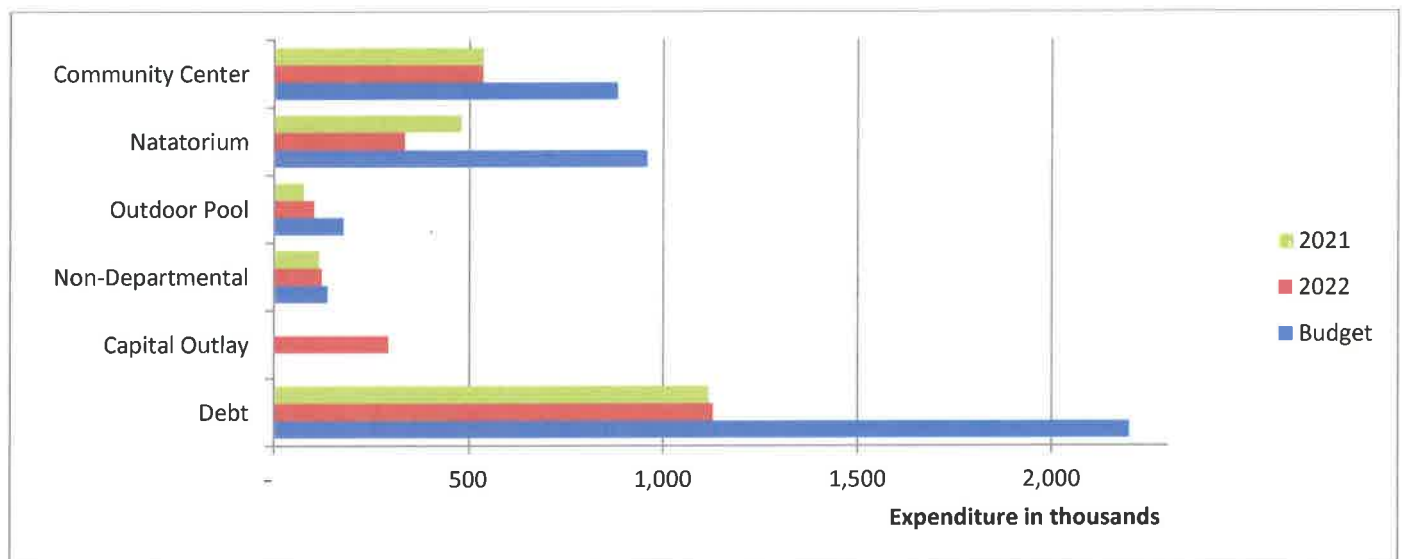
COMMUNITY CENTER AND PARKS TAX FUND





Total budgeted revenues for the Community Center Fund are \$4,358,940. Total revenues through 7 months or 58% of this fiscal year, amounted to \$2,840,865 or 65% of FY22 budgeted revenues. Sales tax received is \$564,781, an increase of \$23,607 from the previous year. Intergovernmental revenue (Charge to the North Kansas City School District for the natatorium) is \$700,000. Charges for Services are \$671,349, an increase of \$215,301 from the previous year. Revenue from facility rental is \$110,051, an increase of \$53,942. Miscellaneous revenue is \$6,384. Budgeted transfers to the fund are \$788,300. Equity transfer budgeted for the fiscal year is

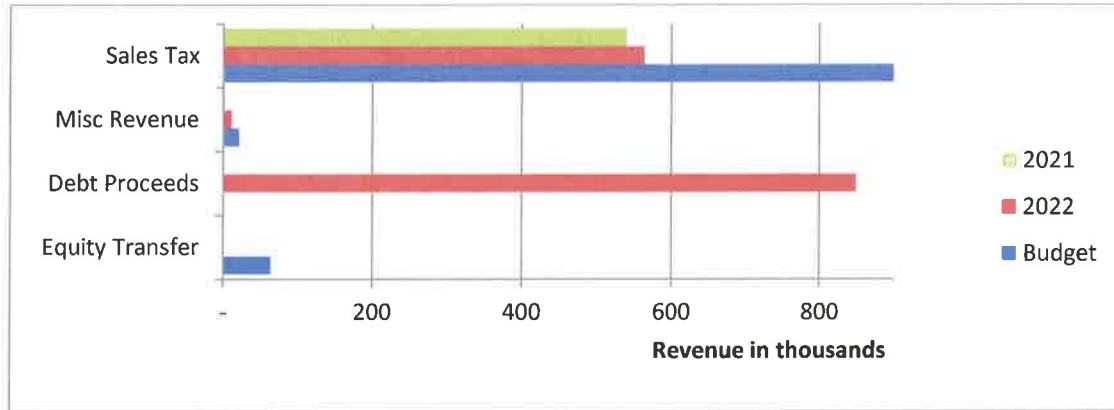
\$437,109.



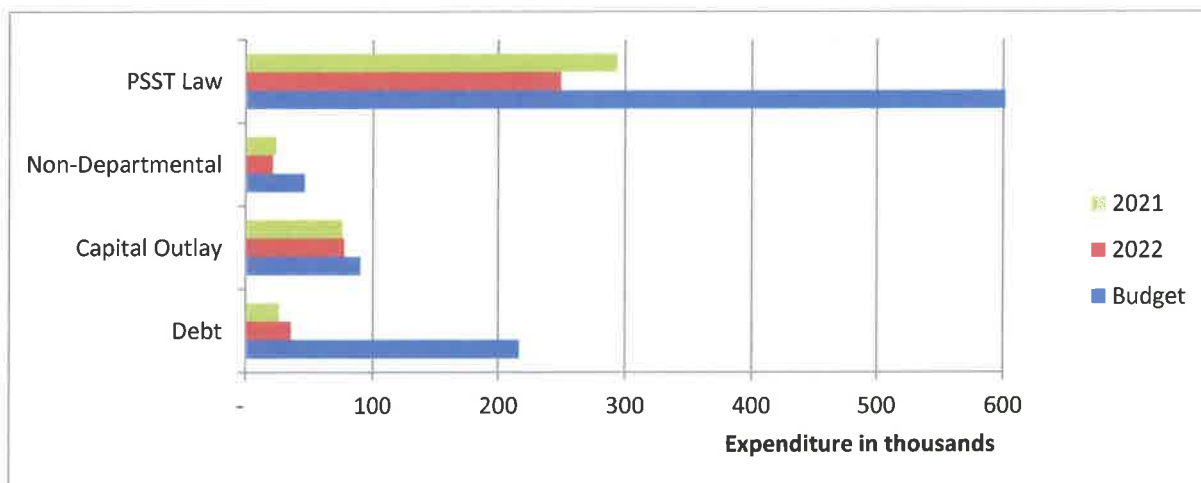
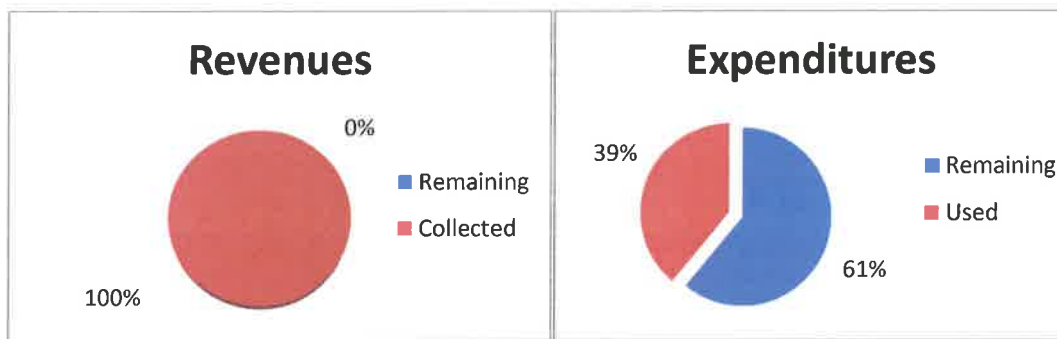
Total budgeted expenditures for the fiscal year are \$4,358,940. Total expenditures through 7 months or 58% of this fiscal year amounted to \$2,526,191 or 58% of FY22 budgeted expenditures. Community Center expenditures are comparable to the previous year at \$537,389. Natatorium expenditures are \$336,529, a decrease of \$143,117 (30%) due to vacant positions. Outdoor Pool expenditures are \$104,662, an increase of \$27,265 due to increases in part time personnel costs. Non-departmental expenditures have increased \$9,294 to \$124,909 due to increases in property and liability insurance. Expenditures for Capital Outlay are \$294,880 (budget will be added for 2020 COP projects at midyear). Debt has increased by \$11,949 to \$1,127,822 due

to the 2020A COP. Current revenues exceed current expenditures by \$314,674.

PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$985,818. Total revenues through 7 months or 58% of this fiscal year amounted to \$1,358,890 or 163% of FY22 budgeted revenues. Sales tax on a cash basis is \$564,769, or an increase of \$23,921 (4%). Miscellaneous revenue is \$11,528. Debt proceeds of \$850,000 are from a lease purchase for the purchase of new radios (revenue budget will be budgeted at midyear).



Total budgeted expenditures for the fiscal year are \$985,818. Total expenditures through 7 months or 58% of this fiscal year are \$384,414 or 39% of the FY22 budgeted expenditures. Law division is \$249,569, down \$44,203 (15%) from the same time last year due to vacant positions. Non-Departmental is \$21,302, compared to \$23,910 during the previous year. Capital outlay is \$77,732 and is comparable to the previous year. Budget for the radios will be added at midyear. Payments for debt are \$35,811, an increase of \$9,600 due to the radio lease purchase executed at the beginning of the 2022 fiscal year. Current revenue over expense for the fund is \$1,041,884 (\$191,884 not including lease purchase debt proceeds).

Respectfully submitted,

A handwritten signature in dark ink, reading "Dominic Accurso". The signature is written in a cursive, flowing style. The first letter "D" is large and loops around the start of the name. The last name "Accurso" is written in a similar cursive style.

Dominic Accurso
Director of Finance



Request for Council Action

RES ☒ # R-22-10

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/7/2022

Department: Public Works

Meeting Date Requested: 2/28/2022

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

Subject: Final payment approval, Project TP2102, NE 72nd & N Troost Traffic Signal Upgrades

Background: Work has been completed on the referenced project and the contractor, Black & McDonald, has made application for final pay. The Change Orders were the result of upgrading the electrical service to current standards, the installation of new conduit under the road by directional drilling (the existing conduit was determined to be unusable), and additional sidewalk replacement.

Budget Discussion: Funds for this contract were budgeted in the Transportation Sales Tax Fund.

Original Contract Amount:	\$ 224,696.50
Change Order(s):	<u>35,999.75</u>
Revised Contract Amount:	\$ 260,696.25
Amount Paid to Date:	<u>243,226.83</u>
Total Amount Due Final Pay:	<u>\$ 17,469.42</u>

Public/Board/Staff Input:

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

SW
City Manager

RESOLUTION NO. R-22-10

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH CUSTOM LIGHTING SERVICES, LLC DBA BLACK AND MCDONALD, FOR THE NORTHEAST 72ND AND NORTH TROOST TRAFFIC SIGNAL UPGRADES PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$17,469.42 FOR PROJECT TP2102.

WHEREAS, work under the contract with Custom Lighting Services, LLC dba Black and McDonald, for the Northeast 72nd and North Troost Traffic Signal Upgrades, Project TP2102, has been completed to the satisfaction of the Director of Public Works.

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

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

Original Contract Amount:	\$ 224,696.50
Change Order(s):	<u>35,999.75</u>
Revised Contract Amount:	\$ 260,696.25
Amount Paid to Date:	<u>243,226.83</u>
Total Amount Due Final Pay:	<u>\$ 17,469.42</u>

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

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28th DAY OF FEBRUARY 2022.

Mayor R.D. Mallams

ATTEST:

Becky Jarrett, Deputy City Clerk



Request for Council Action

RES ☒ # R-22-11

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/23/2022

Department: General Administration

Meeting Date Requested: 2/28/2022

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

Subject: A Resolution authorizing the City Manager to enter into an agreement with Flock Group, Inc., for participation in a pilot program to temporarily install twelve (12) fixed license plate readers within the City.

Background: Flock Group, Inc., the manufacturer of license plate readers (LPRs), has agreed to conduct a pilot program to install twelve (12) fixed LPR cameras in various locations within the City of Gladstone for a period of sixty (60) days. This pilot program will allow us to collect data and determine the benefit, if any, fixed license plate readers can bring to our law enforcement efforts. There are no costs incurred by the City and we anticipate bringing the results of the pilot program to the City Council following the sixty day trial period.

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

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

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

Bob Baer
Department Director/Administrator

JM
City Attorney

SW
City Manager

RESOLUTION NO. 22-11

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP, INC. FOR PARTICIPATION IN A PILOT PROGRAM TO TEMPORARILY INSTALL TWELVE (12) FIXED LICENSE PLATE READER CAMERAS WITHIN THE CITY OF GLADSTONE.

WHEREAS, the City Council for the City of Gladstone, Missouri desires to participate in a pilot program for the installation of license plate readers within the City.

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 on behalf of the City, a contract with Flock Group, Inc. to participate in a 60-day trial program utilizing the Flock ALPR system at no cost to the City, in substantially the form attached hereto and incorporated herein as Exhibit 1.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28TH DAY OF FEBRUARY 2022.

R.D. Mallams, Mayor

Becky Jarrett, Deputy City Clerk

FLOCK GROUP INC.
PILOT SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY PILOT CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: MO - Gladstone PD	Contact: Fred Farris
Address: PO Box 10719 Kansas City, Missouri 64188	Phone: 816-436-3550
	E-Mail: fredf@gladstone.mo.us
Camera cost: \$0 during duration of pilot	Duration of pilot ("initial term"): 60 days

Product Name	Quantity
Flock Falcon Camera	12.00
Implementation Fee	12.00

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

MO - Gladstone PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

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GOVERNMENT AGENCY PILOT CUSTOMER AGREEMENT

This Government Agency PILOT Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block below ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("**Footage**") and can provide notifications to Agency upon the instructions of Non-Agency End User ("**Notifications**");

WHEREAS, Agency desires to use and/or have installed access to the Flock Service in order to test, create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than thirty (30) days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("**Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Authorized End User**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "**Flock IP**" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 “**Hardware**” shall mean the Flock Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

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2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>, and attached hereto as

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Exhibit A) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic mold. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency.

2.9 Support Services. Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work and its timing relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide

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Agency with reasonable technical and on-site support and maintenance services ("*On-Site Services*") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement upon written acceptance by Agency.

2.11 Compliance with Laws. Flock shall comply with all applicable Gladstone ordinances and other applicable federal and state laws and regulations including but not limited to unemployment and workers' compensation, occupational safety, equal employment and affirmative action, and prevailing wage and price laws, insofar as applicable to the performance of the Services under the Agreement.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use

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(except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Notwithstanding anything in this Agreement to the contrary, it is understood that Agency may be required to disclose certain information and/or records which may be or may contain Proprietary Information as defined herein, but are nonetheless subject to disclosure pursuant to the Missouri Open Meeting and Records Act, Section 610.010, RSMo. *Et seq.* or other applicable state or federal law. Any disclosure of any information and/or records by Agency pursuant to Section 610.010, RSMo. Or any other applicable state or federal law shall not be considered a breach of this Agreement, provided that Agency gives the Flock reasonable prior notice of such disclosure (unless such notice is prohibited by law).

4.3 **Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other

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marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law

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enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Fees shall not be in effect during the length of the Term, which shall be considered a "Pilot Program" and is not subject to any applicable fees.

5.2 Changes to Fees. [Omitted]

5.3 Invoicing, Late Fees; Taxes. [Omitted]

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days ("No Fee Term") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency. For clarity, No-Fee Terms and Service Terms can occur simultaneously.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Initial Term*"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement shall NOT automatically renew unless both parties agree in prior written notice to renew the Term. Flock makes no guarantee about the option to renew the Term. This Agreement shall terminate automatically at the end of the Term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach in a reasonable time after receiving notice. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide

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additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request. Nothing in this requirement or in this Agreement shall be deemed a waiver of Agency's sovereign immunity.

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8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. AS FLOCK IS PROVIDING SERVICES WITH NO FEE FOR THE PURPOSES OF A PILOT, IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. [Intentionally Omitted]

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the

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extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by either party except with both parties' written consent. .

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the Reinstall Policy, and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Nothing in this Agreement shall create any right or remedies in any third party.

10.5 Costs and Attorneys' Fees. [Intentionally Omitted]

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions., The United States District Court for the Western District of Missouri or the Circuit Court of Clay County, Missouri, will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Unless otherwise indicated on the Order Form and subject to Agency's prior consent, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software".

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documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.13 Lawful Presence. Pursuant to Section 208.009 RSMo, Flock shall provide affirmative proof of its lawful presence. RSMo 208.009 requires that contractors provide affirmative proof that the contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Missouri drivers license; U.S. Birth Certificate – certified with an embossed, stamped or raised seal issued by a state or local government (hospital certificates are not acceptable); U.S. Passport (valid or expired); U.S. Certificate of Citizenship, Naturalization or Birth Abroad; U.S. Military Identification Card or Discharge Papers accompanied by a copy of U.S. Birth Certificate issued by a state or local government.

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Exhibit A: Reinstall Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email support@flocksafety.com

Professional Services Schedule:

- Camera relocation, existing pole non-AC powered | **\$350**
- Camera relocation, Flock pole and/or AC powered | **\$750**
- Camera replacement as a result of vandalism, theft, or damage | **\$500**
- Pole replacement as a result of vandalism, theft, or damage | **\$500**
- Trip charge | **\$350**

Examples:

Angle adjustment (elective)

Install additional Flock signage



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 22-12

ORD # 4.589

Date: 2/17/2022

Department: Community Development

Meeting Date Requested: 2/28/2022

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

Subject: Final Plat/Re-Plat – Parkside at Hobby Hill

Background:

The Applicant, Cardinal Crest KC is proposing to re-plat 7506, 7508, 7510 N. Oak Trafficway and an undeveloped parcel 13609000102200 into two parcels instead of four. This location is approximately at the block of 76th St. to the south and west of N. Oak Trafficway and is the development called Parkside at Hobby Hill. This mixed-use project was approved by Planning Commission and City Council earlier this year.

All of the parcels are now owned by Cardinal Crest KC.

- Lot 1 is 3.99 acres
- Lot 2 is 2.46 acres
- Tract A (Detention) is 0.84 acres

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

Public/Board/Staff Input:

Public: None

PC: Unanimously support the plat

Staff: Recommends approval

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

Austin Greer
Comm. Dev. Director

JM
City Attorney

SW
City Manager

BILL NO. 22-12

ORDINANCE NO. 4.589

AN ORDINANCE APPROVING THE FINAL PLAT OF PARKSIDE AT HOBBY HILL AND DIRECTING THE APPROPRIATE OFFICIALS TO AFFIX THEIR SIGNATURES TO SAID PLAT FOR RECORDING.

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

SECTION 1. ACCEPTANCE. It appearing to the Council of the City of Gladstone, Missouri, from the Plat filed and exhibited to them that all parties having any right, title, or interest in or to said property described more particularly in the attached Exhibit "A", having signed said Plat, and it is in the best interests of the City of Gladstone to approve and accept the same; it is hereby ordained by the Council of the City of Gladstone, that the Final Plat described in the attached Exhibit "A" as "Parkside at Hobby Hill, Section 14, Township 51 North, Range 33 West, Section 14, Township 51, Range 33" is hereby accepted.

SECTION 2. SIGNATURES. The proper officials of the City of Gladstone, Missouri, are hereby authorized and directed to affix their signatures to said Plat in a manner suitable for recording.

PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28th DAY OF FEBRUARY, 2022.

R.D. Mallams, Mayor

ATTEST:

Becky Jarrett, Deputy City Clerk

1st Reading: February 28, 2022

2nd Reading: February 28, 2022



Community Development Department

Staff Report

Date: October 28, 2021

File #:

Requested Action: Final Plat/Re-Plat

Date of PC Consideration: Monday, November 1, 2021

Date of Council Consideration: Monday, February 28, 2022 (Rescheduled from canceled November 22, 2021 meeting)

Applicant: Matt Hendrickson & Joe Christensen
Cardinal Crest KC
1539 Swift Street, North Kansas City, MO

Property
Owners: Cardinal Crest KC

Architect/
Engineer: Patrick Joyce, PE
Anderson Engineering, Inc.

Address of Properties: 7506 N. Oak Trfy, 7508 N. Oak Trfy, 7510 N. Oak Trfy and parcel number 13609000102200. (Four separate parcels)

Planning Information

- Planned Land Use (Future): Mixed-Use Development called Parkside at Hobby Hill
 - Rezone and Site Plan approved for Parkside at Hobby Hill in 2021
- Applicable Regulations: Zoning and Subdivision Ordinance and Comprehensive Plan
- Site Area: Lot 1 – 3.99 acres; Lot 2 – 2.46 acres; Tract A (Detention) – 0.84 acres

Analysis

The Applicant, Cardinal Crest KC is proposing to re-plat 7506, 7508, 7510 N. Oak Trafficway and an undeveloped parcel 13609000102200 into two parcels instead of four. This location is approximately at the block of 76th St. to the south and west of N. Oak Trafficway and is the development called Parkside at Hobby Hill. This mixed-use project was approved by Planning Commission and City Council earlier this year.

All of the parcels are now owned by Cardinal Crest KC.

- Lot 1 is 3.99 acres
- Lot 2 is 2.46 acres

- Tract A (Detention) is 0.84 acres

The final approval for the re-plat will be heard by the City Council on Monday, February 22, 2022 at 7:30 p.m. in the City Council Chambers inside City Hall.

Recommended Conditions

N/A

Recommendation

City Staff recommends that the request be APPROVED.

PLANNING COMMISSION
GLADSTONE, MISSOURI
Gladstone City Hall
Monday, November 1st, 2021
7:00 pm

Item 1 on the Agenda: Roll Call.

Present: Gary Markenson
Kate Middleton
Kim Murch
Bill Turnage
Brenda Lowe
Jennifer McGee, Chair
Chase Cookson
Larry Whitton

Absent: James New
Mike Ebenroth, V-Chair
JN Hernandez
Alicia Hommon

Council & Staff Present:

Austin Greer, Community Development Director
Angie Daugherty, Admin. Assistant
Jean B. Moore, Council Member
R.D. Mallams, Mayor

Item 2 on the Agenda: Pledge of Allegiance.

Chair McGee led the group in reciting the Pledge of Allegiance to the United States of America.

Item 3 on the Agenda: Approval of the September 20th, 2021. Chair McGee asked if there was a motion to approve the minutes from the September 20th meeting.

Ms. Lowe moved to approve the minutes; Ms. Middleton seconded. The minutes were approved, 8-0.

Item 4 on the Agenda: Consideration: On a Final Plat for property located at 7506 N Oak Trafficway, 7508 N Oak Trafficway, 7510 N Oak Trafficway and Parcel #13609000102200. Applicant/Owner: Cardinal Crest. *The City Council Public Hearing is scheduled for Monday, November 22nd, 2021.*

Mr. Greer read from the staff report.

The Applicant, Cardinal Crest KC is proposing to re-plat 7506, 7508, 7510 N. Oak Trafficway and an undeveloped parcel ending in 2200 (13609000102200) into two parcels instead of four. This location is approximately at the block of 76th St. to the south and west of N. Oak Trafficway

and is the development called Parkside at Hobby Hill. This mixed-use project was approved by Planning Commission and City Council earlier this year.

All of the parcels are now owned by Cardinal Crest KC.

- Lot 1 is 3.99 acres
- Lot 2 is 2.46 acres
- Tract A (Detention) is 0.84 acres

The final approval for the re-plat will be heard by the City Council on Monday, November 22nd at 7:30 p.m. in the City Council Chambers inside City Hall.

City Staff recommends that the request be APPROVED.

Chairperson McGee closed the public hearing.

Ms. Middleton asked if this is the land by Aldi's

Mr. Greer stated yes, roughly 35-million-dollar investment. This used to be four (4) parcels and are trying to take it down to two (2).

Ms. Middleton asked will this make it easier for tax document purposes.

Mr. Greer stated probably from an investment side. And then they have broken it up into phase one and phase two and that is why they want two parcels.

MOTION: By Mr. Cookson, second by Ms. Middleton to approve a Final Plat for the property located at 7506 N Oak Trafficway, 7508 N Oak Trafficway, 7510 N Oak Trafficway and Parcel #13609000102200.

Vote: Ms. Lowe	Yes
Mr. Markenson	Yes
Mr. Murch	Yes
Mr. Turnage	Yes
Ms. Middleton	Yes
Chair McGee	Yes
Mr. Cookson	Yes
Mr. Whitton	Yes

The motion carried. (8-0)

Item 5 on the Agenda: Public Hearing: On Adopting regulations concerning short-term stay facilities for the City of Gladstone.

Mr. Greer read from the staff report.

City Staff is proposing to add Chapter 200 – Short Term Stay to the City Code to comprehensively address Hotel, Motel, Extended Stay Hotel/Motel, Residential Housing and

FINAL PLAT
PARKSIDE AT HOBBY HILL
 PART OF SW 1/4 SECTION 14 - T 51 N - R 33 W
 GLADSTONE, CLAY COUNTY, MISSOURI

COMMENCING POINT
 NE COR. OF THE SW 1/4
 OF SEC 14--T51N--R33W

NE 26TH STREET

AREA TABLE

LOT	ACRES (±)	AC. ±
LOT 1	3.99	1.99
LOT 2	2.46	1.23
LOT 3	1.56	0.78
LOT 4	1.56	0.78
LOT 5	1.56	0.78
LOT 6	1.56	0.78
LOT 7	1.56	0.78
LOT 8	1.56	0.78
LOT 9	1.56	0.78
LOT 10	1.56	0.78
LOT 11	1.56	0.78
LOT 12	1.56	0.78
LOT 13	1.56	0.78
LOT 14	1.56	0.78
LOT 15	1.56	0.78
LOT 16	1.56	0.78
LOT 17	1.56	0.78
LOT 18	1.56	0.78
LOT 19	1.56	0.78
LOT 20	1.56	0.78
LOT 21	1.56	0.78
LOT 22	1.56	0.78
LOT 23	1.56	0.78
LOT 24	1.56	0.78
LOT 25	1.56	0.78
LOT 26	1.56	0.78
LOT 27	1.56	0.78
LOT 28	1.56	0.78
LOT 29	1.56	0.78
LOT 30	1.56	0.78
LOT 31	1.56	0.78
LOT 32	1.56	0.78
LOT 33	1.56	0.78
LOT 34	1.56	0.78
LOT 35	1.56	0.78
LOT 36	1.56	0.78
LOT 37	1.56	0.78
LOT 38	1.56	0.78
LOT 39	1.56	0.78
LOT 40	1.56	0.78
LOT 41	1.56	0.78
LOT 42	1.56	0.78
LOT 43	1.56	0.78
LOT 44	1.56	0.78
LOT 45	1.56	0.78
LOT 46	1.56	0.78
LOT 47	1.56	0.78
LOT 48	1.56	0.78
LOT 49	1.56	0.78
LOT 50	1.56	0.78
LOT 51	1.56	0.78
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LOT 92	1.56	0.78
LOT 93	1.56	0.78
LOT 94	1.56	0.78
LOT 95	1.56	0.78
LOT 96	1.56	0.78
LOT 97	1.56	0.78
LOT 98	1.56	0.78
LOT 99	1.56	0.78
LOT 100	1.56	0.78

LOCATION MAP
 SECTION 14, TOWNSHIP 51 N, RANGE 33 W
 CLAY COUNTY, MISSOURI
 SCALE: 1" = 7000'

LOT 1
 3.99 ACRES

LOT 2
 2.46 ACRES

TRACT A
 0.84 ACRES

NE 1/4

SE 1/4

SW 1/4

[illegible]

The undersigned certify that the above described tract of land have ceased the same to be subdivided in the manner as shown in the accompanying plan, and shall hereafter be known as "PARKSIDE AT INDIAN HILL".

[illegible]

STREET INDICATION

The subject property lies in Zone K. Other Flood Areas are shown on Flood Insurance Rate Map 29047C0702E effective 8/3/2015.

The right of ingress and egress and travel along any street is not within the boundaries of the property interests granted by the City of Guatemala. However, for the interests of fire and police protection, maintenance of water mains, sewerage and storm water flows, collection of garbage and refuse and to the United States Postal Service for the delivery of mail, postoffice, however, such rights of ingress and egress does not include any obligation to contribute to any damage to any private street or alley by action of the exercise of the right of ingress and egress and specifically within Guatemala, not the United States Postal Service and does not include the action of the exercise of such rights.

Cross Access Agreement to be reviewed with this plot

Tract A shall be used as a storm water detention area and shall be owned and maintained by the owners of the lots in this subdivision.

1983

In testimony whereof, the undersigned officers have hereunto set their hands this _____ day of _____, 2021.

State of _____
County of _____
on this _____ day of _____, 2021, before me personally appeared the above persons, to me the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

MY Compensation Expires

This plot of HISTORIC AT HOBBS HILL has been submitted to and approved by the City Planning Commission (the day of _____, 2021) and by the CHS Council (the _____ day of _____, 2021).

City and County of Denver

Name: S.D.M.No:

City Clerk

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The field work was completed on March 16, 2021.

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FINAL PLAT
PARKSIDE AT HOBBY HILL
SECTION 14, TOWNSHIP 51 NORTH, RANGE 33 WEST
SECTION 14, TOWNSHIP 51, RANGE 13

FINAL PLAT
PARKSIDE AT HOBBY HILL

SECTION 14, TOWNSHIP 51 NORTH, RANGE 33 WEST
SECTION 14, TOWNSHIP 51, RANGE 33



SUDJIT N. MHR

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