



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JUNE 27, 2022**

The City Council will meet in a Closed Executive Session at 6:40 pm, Monday, June 27, 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 and 610.021 (2) Real Estate.

OPEN STUDY SESSION 7:00 PM

1. **Kansas City Area Transportation Authority (KCATA)** will present their annual update.
2. **Northland Neighborhoods, Inc.**, will present their annual update.

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 June 13, 2022, Closed City Council Meeting Minutes.**

6. **Approval of the June 13, 2022, Regular City Council Meeting Minutes.**
7. **PROCLAMATION:** National Parks and Recreation Month
8. **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.*
9. **Communications from the City Council.**
 - Appointment of Spencer Davis to the Parks and Recreation Advisory Board.
10. **Communications from the City Manager.**
11. **CONSENT AGENDA**

RESOLUTION R-22-29 A Resolution granting a permanent easement to Evergy to operate and maintain buried electrical lines at 6569 North Prospect Avenue also known as Fire Station Number 2.

RESOLUTION R-22-30 A Resolution authorizing acceptance of a proposal from Paymentus Corporation, a business located at 13024 Ballantyne Corporate Place, Suite 400, Charlotte, North Carolina, 28277, for payment processing services and authorizing the City Manager to sign a contract for such services.

Fiscal Report for 11 Months Ending May 31, 2022.

REGULAR AGENDA

12. **PUBLIC HEARING:** Establish Chapter 205: Short Term Stay and adding Section 7.205.010-Hotel, Motel, and Extended Stay regulations to the Gladstone city code.
13. **FIRST READING BILL NO. 22-23** An Ordinance establishing Chapter 205: Short Term Stay and adding Section 7.205.010–Hotel, Motel, and Extended Stay regulations to the Gladstone city code.
14. **RESOLUTION R-22-31** A Resolution authorizing the City Manager to execute an agreement between the City of Gladstone, Missouri and

Northland Neighborhoods, Incorporated, to provide consulting services to assist in the ongoing development and revitalization of neighborhoods for the period of July 1, 2022 through June 30, 2023.

- 15. FIRST READING BILL NO. 22-24** An Ordinance authorizing the City Manager to execute agreements between the City of Gladstone, Missouri, and the Kansas City Area Transportation Authority to provide public transportation services and property management assistance for the period of July 1, 2022, through June 30, 2023.
- 16. SPECIAL PRESENTATION TO COUNCILMAN TOM FRISBY.**
- 17. Other Business.**
- 18. Adjournment.**

Representatives of the News Media may obtain copies of this notice by contacting:
Kris Keller, City Clerk
City of Gladstone
7010 North Holmes
Gladstone, MO 64118
816-423-4096

Date: June 23, 2022
Posted at: 2:00 pm



***Community Development Department
Memorandum***

DATE: June 21, 2022

TO: Scott C. Wingerson, City Manager

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

CC: Austin Greer, Assistant to the City Manager | Community Development Director

RE: Kansas City Area Transportation Authority Annual Update

Kansas City Area Transportation Authority (KCATA) has been providing public transportation to Gladstone residents for numerous years. Representative(s) from KCATA will present their annual update for the City Council at the June 27, 2022 Open Study session.

The 2022-2023 contract will be on the City Council agenda June 27, 2022 for their consideration.



***Community Development Department
Memorandum***

DATE: June 21, 2022

TO: Scott C. Wingerson, City Manager

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

CC: Austin Greer, Assistant to the City Manager | Community Development Director

RE: Northland Neighborhoods, Inc. Annual Update

Northland Neighborhoods, Inc. (NNI) a not-for-profit organization dedicated to neighborhood improvement and revitalization in the Northland, will have representative(s) presenting their annual update for the City Council at the June 27, 2022 open study session.

The 2022-2023 Agreement Resolution will be on the City Council agenda June 27, 2022 for their consideration.



**MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, JUNE 13, 2022**

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

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

ABSENT: Mayor Bill Garnos

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

Item No. 2 On the Agenda. Roll Call.

Mayor Pro Tem Moore called roll. Mayor Bill Garnos was absent.

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

Mayor Pro Tem Moore asked all to join in the Pledge of Allegiance to the Flag of the United States of America.

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

The agenda was approved as published.

Item No. 5 On the Agenda. Approval of the May 23, 2022, Closed City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the May 23, 2022 Closed City Council meeting as presented. **Councilman Frisby** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Item No. 6 On the Agenda. Approval of the May 23, 2022, Regular City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the May 23, 2022, Regular City Council meeting as presented. **Councilman Frisby** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Item No. 7 On the Agenda. **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.*

There were no communications from the audience.

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

Councilmember Spallo shared that she participated in the recent Kansas City Pride Parade over the weekend, which goes along with Gladstone’s goals. She stated that Gladstone is a very inclusive and welcoming community that supports all its residents and she is glad to be part of it.

Councilman Frisby announced that he will be resigning his Council seat as of July 1, 2022 and will be moving west.

Councilman Mallams discussed that the City Manager worked with city staff and organized the employee luncheon at Linden Square. Staff were recognized for their commitment to the city. There was also a presentation for staff who were nominated and selected as employees of the year; Bill Brier, Ashley Taylor, and Charles Miles were congratulated. He also announced that he was happy to see the beginning of the Summer Concert Series at Linden Square was well attended and enjoyed by all.

Mayor Pro Tem Moore thanked the City Leadership team and fellow Council members who were able to attend, for their efforts toward a successful employee luncheon. Director Justin Merkey and the Parks and Recreation staff were also thanked for their part in the Food, Art, and Drink event.

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

City Manager Scott Wingerson reported that City Hall will be closed on Monday, June 20, 2022 for the first time, in observance of Juneteenth. He also announced that brush disposal would be available at Public Works through Tuesday, June 14, 2022. City Manager Wingerson reminded everyone of the importance of staying aware during severe weather. He reiterated the importance of taking shelter to remain safe when the sirens are set off.

Item No. 10 On the Agenda. **CONSENT AGENDA**

Following the Clerk’s reading:

Councilmember Spallo moved to approve the Consent Agenda as published. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve **RESOLUTION R- 22-23** A Resolution authorizing the City Manager to execute a contract with Shedigs It LLC, in the total amount not to exceed \$648,520.00 for the 2022 Curb, Gutter and Sidewalk Program – Phase 1 Project TP2304.

Councilman Mallams seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve **RESOLUTION R-22-24** A Resolution authorizing acceptance of work under contract with Orr Wyatt Streetscapes, for the Rock Creek Greenway Trail - Phase two project and authorizing final payment in the amount of \$7,316.00 for Project TP2072. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve **RESOLUTION R-22-25** A Resolution declaring certain city property surplus. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve the Special Event Permit Scarecrow 5K Walk/Run, Sunday, October 2, 2022, Linden Square, 7:30 am. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve the Special Event Permit, Whiskey Fest, Linden Square, Saturday, October 8, 2022, from 4:00 to 10:00 pm. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve the Special Event Permit, Alzheimer’s Association, Walk to End Alzheimer’s, Happy Rock Park West, Sunday, October 9, 2022, from 6:30 to 11:30 am. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve the Special Event Permit, Friday Fright Night, Happy Rock Park East, Friday, October 21, 2022, from 6:00 to 7:30 pm. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve the Special Event Permit, Cemetery Tours, Big Shoal Cemetery, Saturday, October 22, 2022, from 7:00 to 10:00 pm. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve the Special Event Permit, Mayor’s Christmas Tree Lighting Ceremony, Linden Square, Tuesday, November 22, 2022, from 6:00 to 9:00 pm.

Councilman Mallams seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Councilmember Spallo moved to approve the Special Event Permit, Photos and Cookies with Santa and Holiday Nights, Atkins-Johnson Farm, Saturday, December 10, 2022, from 10:00 am to 9:00 pm. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

REGULAR AGENDA

Item No. 11 On the Agenda. **PUBLIC HEARING:** Establish Chapter 205: Short Term Stay and adding Section 7.205.010-Hotel, Motel, and Extended Stay regulations to the Gladstone city code.

Mayor Pro Tem Moore opened the Public Hearing at 7:40 pm and continued it to the June 27, 2022, City Council Meeting.

Mayor Pro Tem Moore Closed the Public Hearing at 7:42 pm.

Item No. 12 On the Agenda. A resolution revising the Transportation Sales Tax Fund Fiscal Year 2022 midyear budget for the City of Gladstone, Missouri, and authorizing expenditures of funds.

Councilman Mallams moved to approve **RESOLUTION R-22-26** A resolution revising the Transportation Sales Tax Fund Fiscal Year 2022 midyear budget for the City of Gladstone, Missouri, and authorizing expenditures of funds. **Councilman Frisby** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Item No. 13 On the Agenda. A resolution adopting the 2023 Annual Operating Budget for the City of Gladstone, Missouri, and authorizing the expenditures of funds for municipal services.

Councilman Mallams moved to approve **RESOLUTION R-22-27** A resolution adopting the 2023 Annual Operating Budget for the City of Gladstone, Missouri, and authorizing the expenditures of funds for municipal services. **Councilman Frisby** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Item No. 14 On the Agenda. A resolution authorizing the City Manager to execute a contract with Embassy Landscape Group, Incorporated, for the contractual landscape services of certain City of Gladstone parks and city facilities.

Councilmember Spallo moved to approve **RESOLUTION R-22-28** A resolution authorizing the City Manager to execute a contract with Embassy Landscape Group, Incorporated, for the contractual landscape services of certain City of Gladstone parks and city facilities. **Councilman Mallams** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0)

Item No. 15 On the Agenda. FIRST READING BILL NO. 22-20 An Ordinance establishing certain fees and charges for services and activities provided by the City of Gladstone, Clay County, Missouri, and amending Ordinance No. 4.441.

Councilman Tom Frisby moved **Bill No. 22-20**, be placed on its First Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0). The Clerk read the Bill.

Councilman Tom Frisby moved to accept the First Reading of **Bill No. 22-20**, waive the rule and place the Bill on its Second and Final Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0). The Clerk read the Bill.

Councilman Tom Frisby moved to accept the Second and Final Reading of **Bill No. 22-20**, and enact the Bill as **Ordinance 4.597**. **Councilmember Spallo** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0).

Item No. 16 On the Agenda. First Reading Bill No. 22-21 An Ordinance approving the Final Plat at 7400 North Broadway Avenue, Beginning North West Corner Lot 1 Willow Creek, West 150, North 435, East 154, South 435 to Point of Beginning, in Gladstone, Clay County, Missouri and directing the appropriate officials to affix their signatures to said Plat for recording.

Councilmember Spallo moved **Bill No. 22-21** be placed on its First Reading. **Councilman Tom Frisby** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0). The Clerk read the Bill.

Councilmember Spallo moved to accept the First Reading of **Bill No. 22-21**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Tom Frisby** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0). The Clerk read the Bill.

Councilmember Spallo moved to accept the Second and Final Reading of **Bill No. 22-21**, and enact the Bill as **Ordinance 4.598**. **Councilman Tom Frisby** seconded. The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0).

Item No. 17 On the Agenda. First Reading Bill No. 22-22 An Ordinance authorizing the City Manager to enter into a Memorandum of Understanding Agreement with North Kansas City School District for providing space at the Early Education Center Campus to temporarily relocate Police Headquarters.

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

Councilman Mallams moved to accept the First Reading of **Bill No. 22-22**, waive the rule and place the Bill on its Second and Final Reading. **Councilmember Spallo** seconded. The Vote:

“aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0). The Clerk read the Bill.

Councilman Mallams moved to accept the Second and Final Reading of **Bill No. 22-22**, and enact the Bill as **Ordinance 4.599**. **Councilmember Spallo** seconded.

Mayor Pro Tem Moore emphasized the positive opportunity it was to partner again with the North Kansas City school district to utilize space at the Early Education Center Campus, for the temporary relocation of the Police Department.

The Vote: “aye”, Councilmember Spallo, Councilman Frisby, Councilman Mallams, and Mayor Pro Tem Moore. (4-0).

Item No. 18 on the Agenda. Other Business.

There was no other business for the Council.

Item No. 19 on the Agenda. Adjournment.

Mayor Pro Tem Moore adjourned the June 13, 2022, Regular City Council Meeting at 7:53 pm.

Respectfully submitted:

Kris Keller, City Clerk

Approved as presented: _____

Approved as modified: _____

Bill Garnos, Mayor

PROCLAMATION OF THE MAYOR

A PROCLAMATION RECOGNIZING THE BENEFITS OF PARKS AND RECREATION AND DECLARING THE MONTH OF JULY 2022, AS NATIONAL PARKS AND RECREATION MONTH IN THE CITY OF GLADSTONE.

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

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

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

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

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

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

NOW, THEREFORE, I, Bill Garnos, Mayor of the City of Gladstone, Missouri, on behalf of the Gladstone City Council and all Gladstone residents do hereby proclaim July, 2022 as:

NATIONAL PARKS AND RECREATION MONTH

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

Signed this 27th day of June, 2022

RESOLUTION NO. R-22-29

A RESOLUTION GRANTING A PERMANENT EASEMENT TO EVERGY TO OPERATE AND MAINTAIN BURIED ELECTRICAL LINES AT 6569 NORTH PROSPECT AVENUE, ALSO KNOW AS FIRE STATION NUMBER 2.

WHEREAS; EVERGY has requested permanent easements in the vicinity of buried electrical lines installed as part of the Fire Station #2 Addition and Remodel Project; and

WHEREAS; Fire Station #2 is served by underground electrical service lines.

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

THAT, the Permanent Easements attached hereto as Exhibits “A” and “B” is hereby granted.

“A” – 10-foot permanent easement description to serve Fire Station #2

“B” – 10-foot permanent easement illustration to serve Fire Station #2

FURTHER THAT, all actions heretofore taken by the City Manager in approving or executing these easements are ratified and approved and further the City Manager of the City of Gladstone is hereby authorized to execute, and undertake and perform on behalf of the City of Gladstone, Missouri, the obligations and undertakings set forth in said conveyances;

INTRODUCED, READ, PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27TH DAY OF JUNE 2022.

Bill Garnos, Mayor

ATTEST:

Kris Keller, City Clerk

**ELECTRIC EASEMENT EXHIBIT
PART OF LOT B-B MEADOWBROOK NORTH RESURVEY
GLADSTONE, CLAY COUNTY, MISSOURI
DESCRIPTION (SEE SHEET 1 FOR MAP)**

A Tract of land for the purpose of an electric service easement, being part of Lot B-B, MEADOWBROOK NORTH RESURVEY, a subdivision in the City of Gladstone, Clay County, Missouri, said Tract being more particularly described by Joseph H. McLaughlin, PLS-2012018392, with BHC, CLS-2006009875-F, by metes and bounds as follows:

(For course orientation the bearings in this description are based on the West line of the Southwest quarter of Section 19, Township 51 North, Range 32 West, having a bearing of North 00° 31' 07" East.)

COMMENCING at the Southwest corner of said Southwest quarter;

Thence North 00° 31' 07" East, 1109.38 feet, on the West line of said Southwest quarter;

Thence North 89° 40' 24" East, 42.21 feet, departing said West line, to a point on the East Right-of-Way line of Prospect Avenue;

Thence continuing North 89° 40' 24" East, 30.00 feet on said East line;

Thence North 00° 19' 36" West, 26.49 feet, on said East line, said point also being the POINT OF BEGINNING of said Tract herein described;

Thence continuing North 00° 19' 36" West, 10.00 feet, on said East line;

Thence North 89° 40' 24" East, 94.15 feet, departing said East line;

Thence South 00° 19' 36" East, 26.50 feet;

Thence South 89° 40' 24" West, 10.00 feet;

Thence North 00° 19' 36" West, 16.50 feet;

Thence South 89° 40' 24" West, 84.15 feet, to the POINT OF BEGINNING, said Tract containing 1,106 square feet or 0.0254 acres.



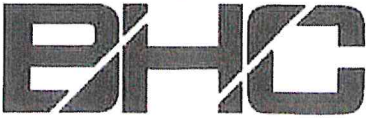
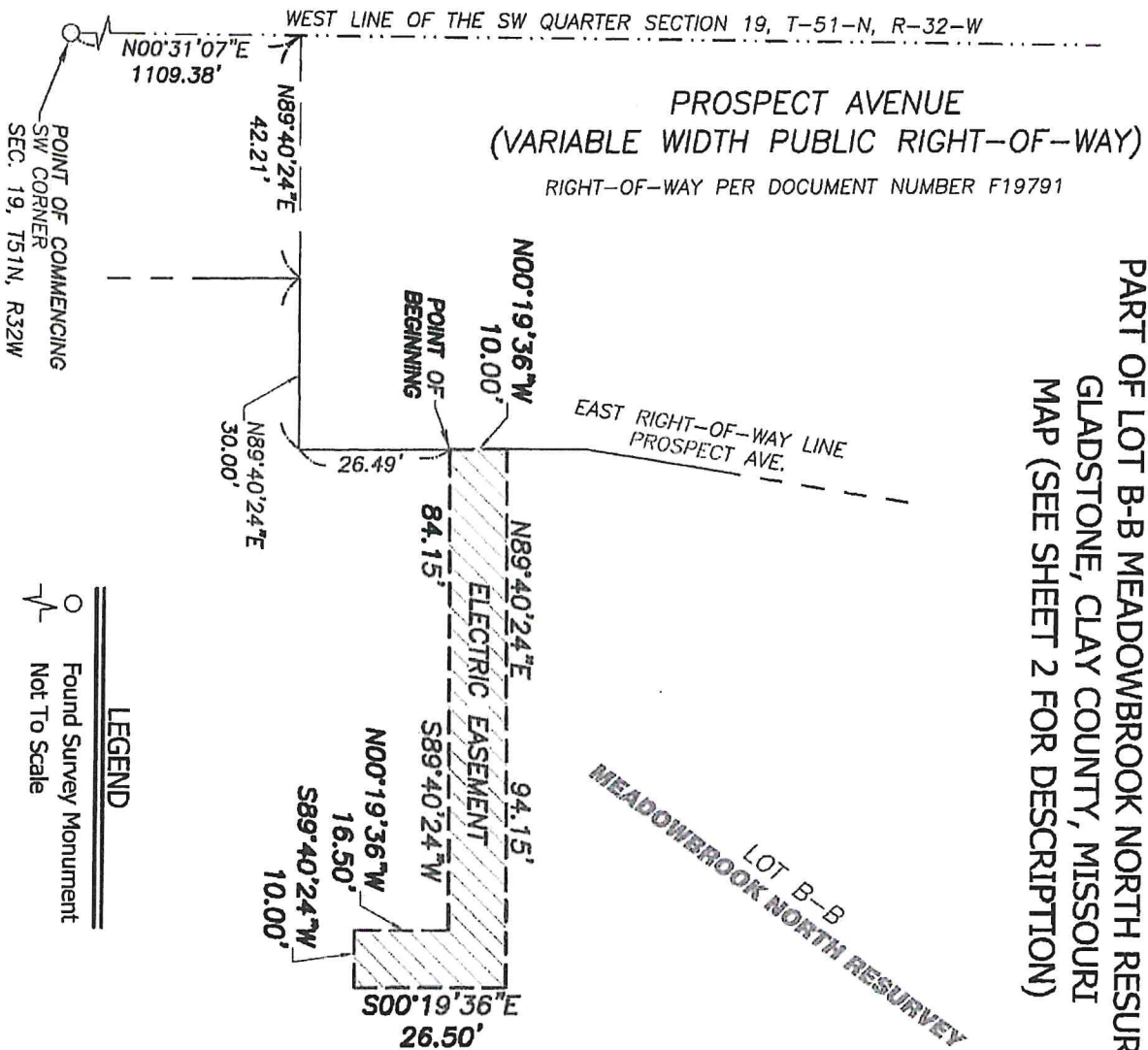
Sheet:	JO	Project:	Client:	 CIVIL ENGINEERING / SURVEYING / UTILITIES 712 State Avenue, Kansas City, KS 66101 Phone: (913) 371-5300
2	Drawn By: JC	ELECTRIC ESMT XHBT	HOEFER WYSOCKI ARCH.	
OF	Project No: 029440	PART OF LOT B-B	1140 TOMAHAWK CREEK PKWY	
2	Field Date: 04/22/2022	MEADOWBROOK N RESURVEY	STE 400	
	Issue Date: 05/17/2022	CITY OF GLADSTONE	LEAWOOD, KS 66211	
		CLAY CO, MISSOURI		

Exhibit "B"
Every Easement

ELECTRIC EASEMENT EXHIBIT
PART OF LOT B-B MEADOWBROOK NORTH RESURVEY
GLADSTONE, CLAY COUNTY, MISSOURI
MAP (SEE SHEET 2 FOR DESCRIPTION)



Client:
HOEFER WYSOCKI ARCH.
1140 TOMAHAWK CREEK PKWY
STE 400
LEAWOOD, KS 66211

Project:
ELECTRIC ESMT XHBT
PART OF LOT B-B
MEADOWBROOK N RESURVEY
CITY OF GLADSTONE
CLAY CO, MISSOURI

Drawn By: JC
Project No: 029440
Field Date: 04/22/2022
Issue Date: 05/17/2022
Sheet:

1. Title of Document: **STANDARD UTILITY EASEMENT**

2. Date of Document:

3. Grantor(s): City of Gladstone

4. Mailing Address(s): City of Gladstone, 7010 N Holmes Street, Gladstone, Missouri 64118

5. Grantee(s): Evergy

6. Mailing Address(s): Evergy, 8325 N Platte Purchase Drive, Kansas City, Missouri 64118

7. Legal Description: A Tract of land for the purpose of an electrical service easement, being part of Lot B-B, MEADOWBROOK NORTH RESURVEY, a subdivision in the City of Gladstone, Clay County, Missouri, said Tract being more particularly described by metes and bounds as follows:

(For course orientation the bearings in this description are based on the West line of the Southwest quarter of Section 19, Township 51 North, Range 32 West, having a bearing of North 00° 31' 07" East.)

COMMENCING at the Southwest corner of said Southwest quarter; Thence North 00° 31' 07" East, 1109.38 feet, on the West line of said Southwest quarter; Thence North 00° 19' 36" West, 26.49 feet, on said East line, said point also being the POINT OF BEGINNING of said Tract herein described; Thence continuing North 00° 19' 36" West, 10.00 feet, on said East line; Thence continuing North 89° 40' 24" East, 94.15 feet, departing said East line; Thence South 00° 19' 36" East, 26.50 feet; Thence South 89° 40' 24" West, 10.00 feet; Thence North 00° 19' 36" West, 16.50 feet; Thence South 89° 40' 24" West, 84.15 feet, to the POINT OF BEGINNING, said Tract containing 1.106 square feet or 0.0254 acres.

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledge, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the permanent right, privilege and perpetual easement to enter upon the land of Grantor, to survey, construct, erect, operate, patrol, inspect, maintain, modify, alter, add wires, poles, cables, conduits, towers and pipes, repair, rebuild and remove, on, under and over the easement described below and in and upon all streets, roadways or highways abutting said lands, now or at any future time, for the transmission and distribution of electric energy, and for communication purposes, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantors lands, which said perpetual easement being over, along, across and under the following described lands situated in the County of Clay, in the State of Missouri, said easement more particularly described as follows:

See Exhibits "A" and "B"

Grantee may use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above-described land now or at any future time whenever, in its judgement, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lands and shall repair any damage caused by its use thereof. All logs, limbs, or brush cut or trimmed by Grantee shall be removed by Grantee unless Grantor otherwise requests.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises; PROVIDED, however, such use shall not, in the judgement of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without Grantee's written permission.

The lines and all facilities erected by Grantee are the personal property of Grantee and title to said lines and facilities shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrator, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement this ____ day of _____, 2022.

CITY OF GLADSTONE, MISSOURI

BY: _____
Scott C. Wingerson, City Manager

ATTEST: _____
Kris Keller, City Clerk

GRANTOR'S ACKNOWLEDGEMENT

STATE OF MISSOURI }
 }
CLAY COUNTY } ss.
 }

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Scott C. Wingerson, to me known, (or proved to me on the basis of satisfactory evidence) to be the person(s) described herein and who executed the forgoing instrument on behalf of the City of Gladstone, a Missouri Corporation with authority of said corporation and acknowledge that he is the City Manager of the municipal corporation, and that the seal affixed to the forgoing instrument is the corporate seal of said municipal corporation and that said instrument is signed and sealed on behalf of said municipal corporation by authority of its City Council to Resolution No. R-22-____ duly adopted and passed on _____ and the said Scott C. Wingerson acknowledged said instrument to be the free act and deed of himself and said municipal corporation, executed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Notary Public: Kris Keller

My Commission Expires: _____

**ELECTRIC EASEMENT EXHIBIT
PART OF LOT B-B MEADOWBROOK NORTH RESURVEY
GLADSTONE, CLAY COUNTY, MISSOURI
DESCRIPTION (SEE SHEET 1 FOR MAP)**

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(For course orientation the bearings in this description are based on the West line of the Southwest quarter of Section 19, Township 51 North, Range 32 West, having a bearing of North 00° 31' 07" East.)

COMMENCING at the Southwest corner of said Southwest quarter;

Thence North 00° 31' 07" East, 1109.38 feet, on the West line of said Southwest quarter;

Thence North 89° 40' 24" East, 42.21 feet, departing said West line, to a point on the East Right-of-Way line of Prospect Avenue;

Thence continuing North 89° 40' 24" East, 30.00 feet on said East line;

Thence North 00° 19' 36" West, 26.49 feet, on said East line, said point also being the POINT OF BEGINNING of said Tract herein described;

Thence continuing North 00° 19' 36" West, 10.00 feet, on said East line;

Thence North 89° 40' 24" East, 94.15 feet, departing said East line;

Thence South 00° 19' 36" East, 26.50 feet;

Thence South 89° 40' 24" West, 10.00 feet;

Thence North 00° 19' 36" West, 16.50 feet;

Thence South 89° 40' 24" West, 84.15 feet, to the POINT OF BEGINNING, said Tract containing 1,106 square feet or 0.0254 acres.



Sheet:

2
OF
2

Drawn By: JC

Project No: 029440

Field Date: 04/22/2022

Issue Date: 05/17/2022

Project:

ELECTRIC ESMT XHBT

PART OF LOT B-B

MEADOWBROOK N RESURVEY

CITY OF GLADSTONE

CLAY CO, MISSOURI

Client:

HOEFER WYSOCKI ARCH.

1140 TOMAHAWK CREEK PKWY

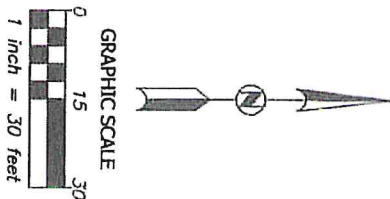
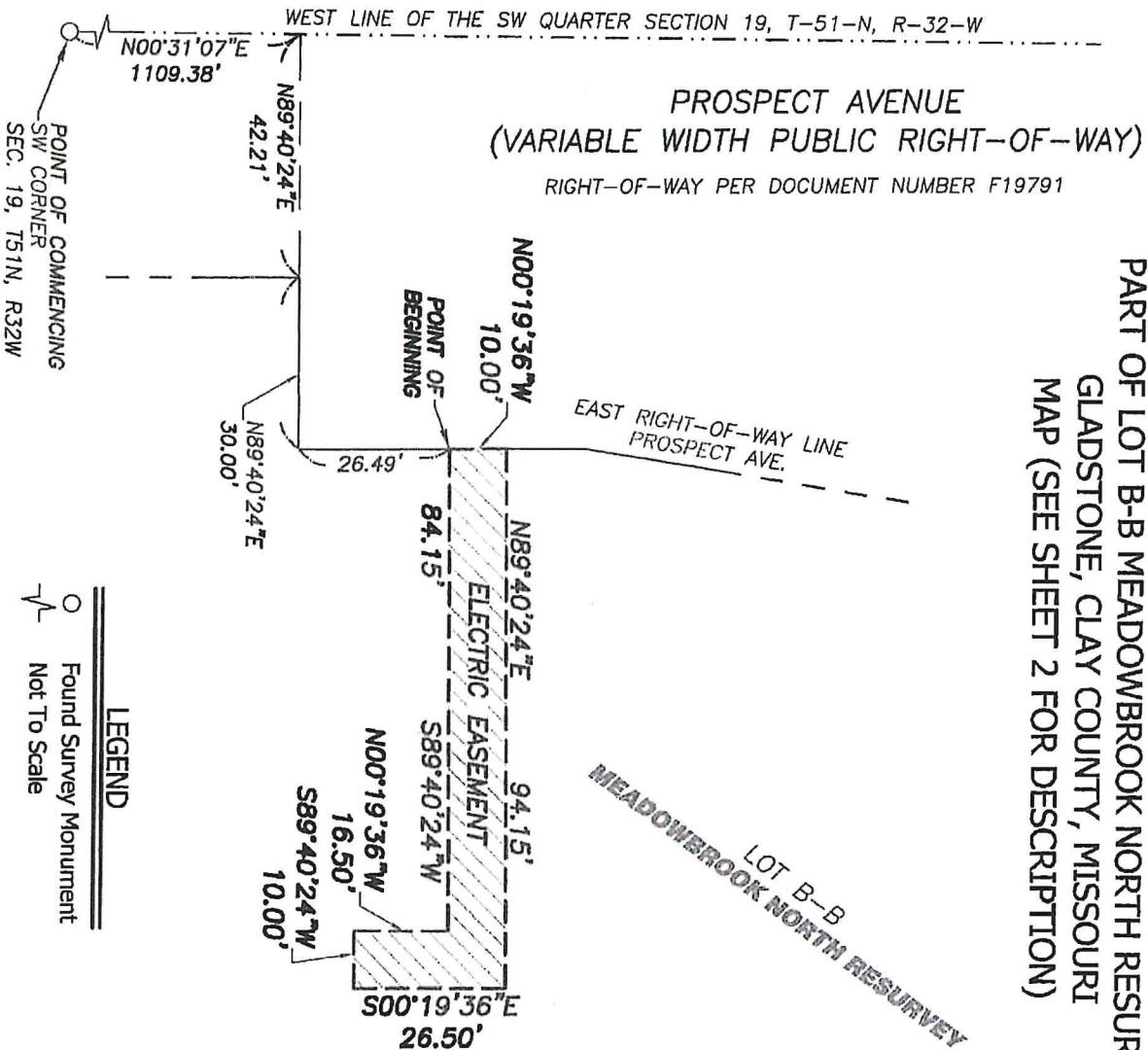
STE 400

LEAWOOD, KS 66211



Exhibit "B"
Every Easement

ELECTRIC EASEMENT EXHIBIT
PART OF LOT B-B MEADOWBROOK NORTH RESURVEY
GLADSTONE, CLAY COUNTY, MISSOURI
MAP (SEE SHEET 2 FOR DESCRIPTION)



May 17, 2022 - 1:44pm Plotted by: joe.mclaughlin I:\029440.01.01 Gladstone Fire Easement\DWG\029440-SRVY-ESMT.dwg

Drawn By: JC
Project No: 029440
Field Date: 04/22/2022
Issue Date: 05/17/2022
Sheet

Project:
ELECTRIC ESMT XHBT
PART OF LOT B-B
MEADOWBROOK N RESURVEY
CITY OF GLADSTONE
CLAY CO, MISSOURI

Client:
HOEFER WYSOCKI ARCH.
1140 TOMAHAWK CREEK PKWY
STE 400
LEAWOOD, KS 66211

PHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
712 State Avenue, Kansas City, KS 66101
Phone: (913) 371-5300



Request for Council Action

RES ☒ # 22-29

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: June 13, 2022

Department: Community Development

Meeting Date Requested: June 27, 2022

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

Subject: Resolution granting permanent easement to Evergy.

Background: With the additions and remodel of Fire Station #2, the electrical service had to be relocated and upgraded. The relocation required new service lines and a transformer to be installed; for which Evergy requested a utility easement for them to access their power lines. The attached documents allow for a utility easement to Evergy and will be recorded with the County once approved.

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

Public/Board/Staff Input:

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

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

JM
City Attorney

SW
City Manager

RESOLUTION NO. R-22-30

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM PAYMENTUS CORPORATION, A BUSINESS LOCATED AT 13024 BALLANTYNE CORPORATE PLACE, SUITE 400, CHARLOTTE, NORTH CAROLINA, 28277 FOR PAYMENT PROCESSING SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR SUCH SERVICES.

WHEREAS, the City of Gladstone has a need for an approved third party payment processor that will integrate with the financial software and banks,

WHEREAS, Staff have previously solicited project demonstrations and bids from payment processors,

WHEREAS, the proposal offered by “Paymentus,” met all the terms and specifications required and offered costs for services that has been determined reasonable, and is recommended by Finance Staff, and

WHEREAS, it is determined that “Paymentus” provides specialized knowledge, skills, and relationships with the City’s financial software that is advantageous to the City, and

WHEREAS, the City has solicited and received positive recommendations regarding Paymentus from the City of Joliet, IL and Muskogee, OK,

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

THAT, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal from “PAYMENTUS,” 13024 Ballantyne Corporate Place, and is authorized to execute a contract to that effect in substantially similar form as the contract attached hereto.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 27th DAY OF JUNE, 2022.

Bill Garnos, Mayor

ATTEST:

Kris Keller, City Clerk

MASTER SERVICES AGREEMENT

Client:	City of Gladstone
Client Address:	7010 N. Holmes Street Gladstone, MO 64118
Contact for Notices to Client:	Robert Daniels
Estimated Number of Yearly Payments:	123,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277. Customer and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
Schedule A: Paymentus Service Fee Schedule

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION

By: _____

NAME: Jerry Portocalis

TITLE: Chief Commercial Officer

DATE: _____

CONFIDENTIAL AND PROPRIETARY

Paymentus

GENERAL TERMS AND CONDITIONS BY AND BETWEEN PAYMENTUS CORPORATION AND CITY OF GLADSTONE, MO

1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **"Agreement"** or **"Master Agreement"** means the Master Services Agreement between the parties, as amended from time to time.
- 1.2 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.3 **"Effective Date"** is the date the last party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.4 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.5 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.6 **"Initial Setup"** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.
- 1.7 **"IPN"** or **"Instant Payment Network"** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.8 **"Launch Date"** means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.
- 1.9 **"Non-Qualified Transaction"** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.
- 1.10 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.11 **"Payment Amount"** means the amount of a Payment.
- 1.12 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.13 **"Paymentus Fee"** is defined in Section 3.2.
- 1.14 **"Platform"** is defined in Section 2.1.
- 1.15 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.16 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.
- 1.17 **"User"** means a user of Client's services.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 10.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is noted on Schedule A to be User paid, in which case Paymentus will charge each User the Paymentus Fee in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop two (2) file format interfaces with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be

offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its

communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will co-operate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (iii) Sharing User Adoption marketing as described in Section 5.2.
- (iv) Launching the Service within 30 days of Paymentus making the system available.
- (v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.
- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus

Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

To the fullest extent allowed by law Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall require the indemnified party's prior written consent, which consent will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any Services or any good provided

incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVEN RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF \$1,000,000.00 OR THE NET FEES UNDER THE AGREEMENT. LOSSES FOR CLAIMS BY THE CLIENT ARISING FROM (I) GROSS NEGLIGENCE (II) FRAUD and (III) WILLFUL MISCONDUCT SHALL BE EXCLUDED FROM THE LIMITATIONS HEREIN for both Parties.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the

Agreement. This term is subject to the discretionary, annual appropriation of funds by the Missouri Constitution, art. VI, section 26. If the Client does not appropriate the funds for any year during the term of this Agreement, Client can give Paymentus six (6) months' notice of termination, and this Agreement will be terminated on the termination date set forth in the notice. Notwithstanding the foregoing, Client agrees that prior to giving notice of termination, it will engage in discussions with Paymentus to explore the opportunity of changing to a payment model where Client customers pay the fees ("Convenience Fee Model") so that the Services are continued to be provided to Client free of charge to Client, and if such an agreement is reached, the parties will memorialize any agreement that they reach in an Amendment to this Agreement which will agree to honor the remainder of the Term as set forth herein using the Convenience Fee Model for payment.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User

information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) above.

9. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

10. Miscellaneous

10.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other party of other individuals or change the individuals.

10.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus

shall also be copied to the attention of the Legal Department at the Paymentus address.

10.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

10.4 Governing Law

The Agreement will be governed by the laws of the state of Missouri, without giving effect to any principles of conflicts of law. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted in federal court of the Western District of Missouri.

10.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

10.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

10.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), quarantine restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks.

10.8 Miscellaneous

Contractor acknowledges and agrees that the City is subject to Missouri's Open Records Law (Chapter 610, RSMo), and, notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall preclude the City from fulfilling its legal obligations under Chapter 610, RSMo. No action taken by the City to comply with its obligations

under Chapter 610, RSMo shall be considered a breach of any provision of the Agreement except to the extent that should City receive public records requests that request proprietary or confidential information, the City shall promptly notify Paymentus of the same, and provide Paymentus with an opportunity to seek an injunction prohibiting disclosure to the extent that the request is excessive.

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

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 Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

Pursuant to Section 34.600, RSMo, if the Agreement is valued at more than \$100,000, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

10.9 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

10.10 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

10.11 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee	User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	\$1.87 per Visa, MasterCard, Discover, American Express credit/debit transaction 2.95% of sales volume on Non-qualified credit transaction \$0.50 per Echeck/ACH transaction	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	\$1.87 per Visa, MasterCard, Discover, American Express credit/debit transaction 2.95% of sales volume on Non-qualified credit transaction \$0.50 per Echeck/ACH transaction	<input type="checkbox"/>

- Average payment amount \$96.00. Maximum payment amount \$9000.00. Multiple payments can be made.
 - Chargebacks and returned checks will be billed at \$9.95 each.
- Outbound notifications include 1,000 phone, email and text notifications per month; additional usage is invoiced at \$0.20 per message.

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

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of Paymentus Corporation (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services Contractor is providing to, or will provide to the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

SEAL



Request for Council Action

RES ☒ # R-22-30

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/21/2022

Department: Finance

Meeting Date Requested: 6/27/2022

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

Subject: Credit Card Processor

Background: Using a reputable credit card processor is critical to any ecommerce industry. The processor gives us the ability to securely take electronic payments both in person (card present) and online (card not present) while maintaining PCI compliance. It is important that the processor and software are compatible to reduce the number of issues that can arise.

Budget Discussion: Funds are budgeted in the amount of \$10,000 from the General Fund and \$50,000 from the CWSS Fund. Ongoing costs are estimated to be \$ 60,000 annually. Previous years' funding was \$60,000

Public/Board/Staff Input: Staff has been working with our financial software companies and credit card processors on how to improve the customer's online experience. Since the pandemic, many people and businesses have changed the way business is conducted. Paymentus is an online payment processor that could expand the types of payments available to water users. This is done by using a secure digital wallet that can store multiple payment methods. Users will be able to log onto the site to schedule a onetime payment or schedule reoccurring payments. An added functionality that Paymentus is giving us is the ability to take utility payments over the phone while staying PCI compliant.

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

Dominic Accurso
Department Director/Administrator

JM
City Attorney

SW
City Manager



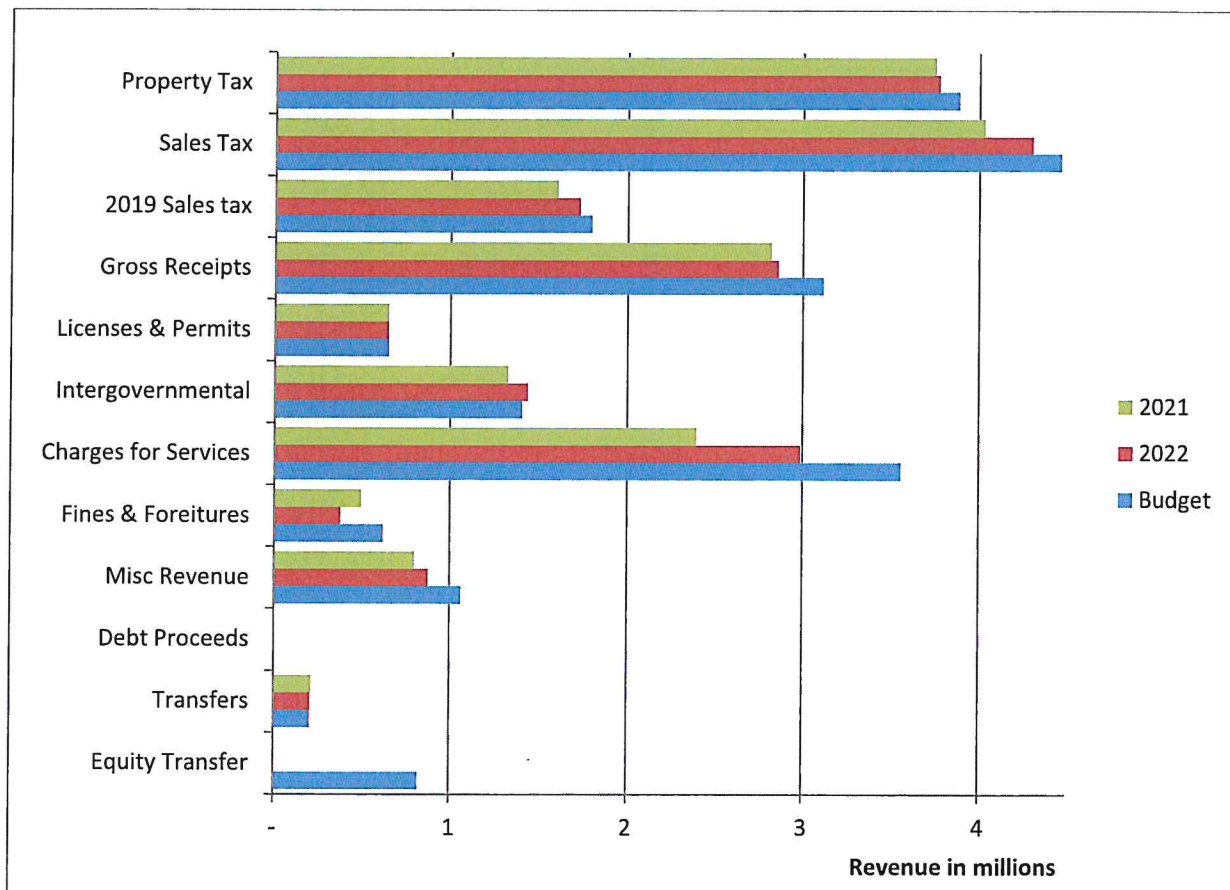
CITY OF GLADSTONE MISSOURI

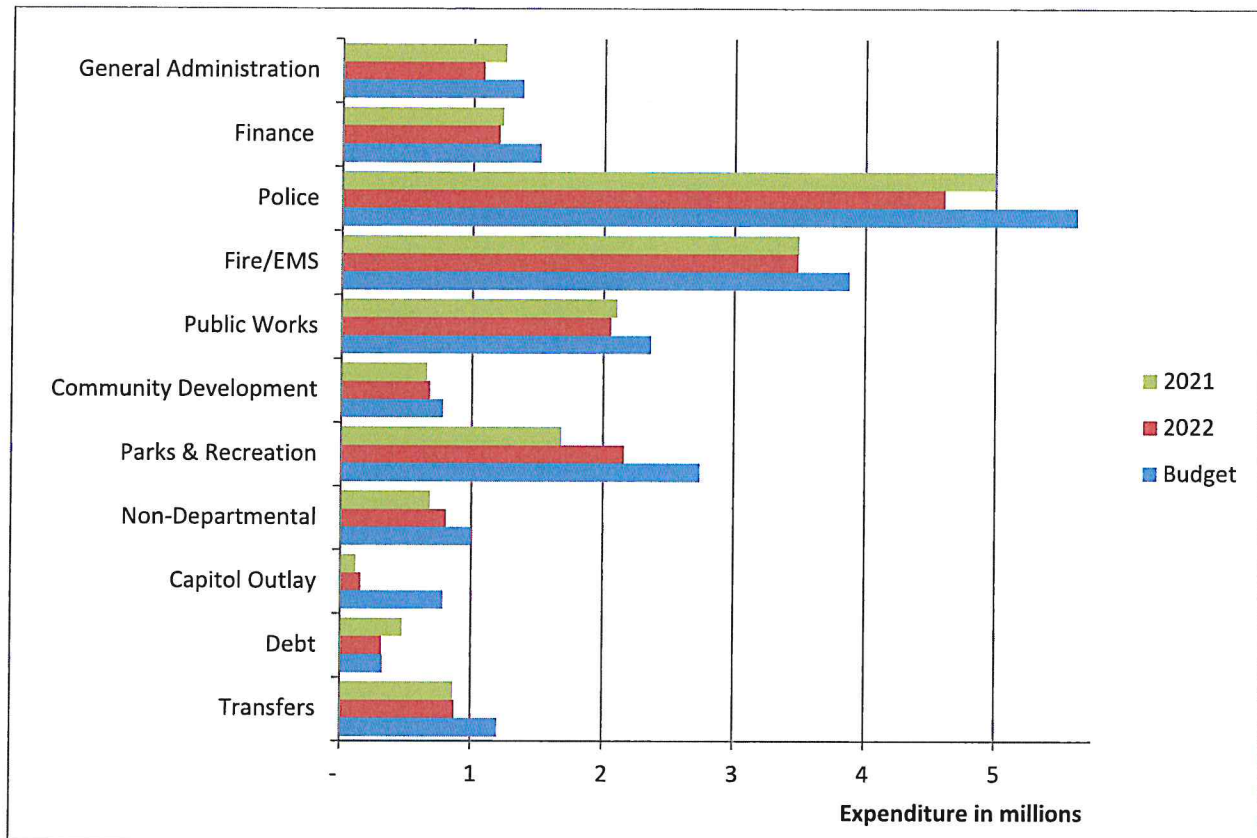
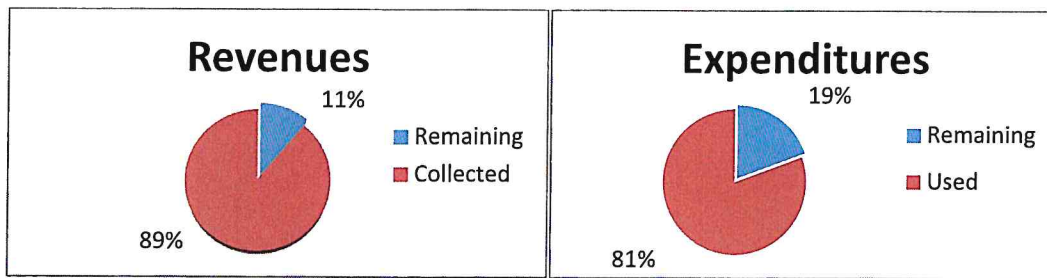
Financial Report for 11 Months Ending
May 31, 2022

GENERAL FUND

General Fund Revenues

Total revenues for the General Fund through 11 months or 92% of this fiscal year are \$19,182,868 compared to total budgeted revenues for the year of \$21,585,488 or 89% of budgeted revenue. Property tax revenue received is \$3,772,276, an increase of \$20,780 or 1%. Sales tax on a cash basis is \$4,301,773 or \$272,589 (7%) more than previous year. The 2019 sales tax (1/2 cent sales tax passed in 2019) is \$1,729,015, an increase of 8%. Gross receipts taxes are \$2,856,635, an increase of \$125,418 due to natural gas gross receipt collections. License and Permit revenues are \$645,383, or a decrease of \$4,147 (1%). Intergovernmental revenue is \$1,434,788 or \$108,824 (8%) over the previous year due to the increases from the gas tax. Charges for Services are \$2,985,583 an increase of 25% or \$588,188 compared to the previous year. This is primarily due to increases from senior activities. Fines and Forfeitures have decreased 25% from the prior year to \$375,045. Miscellaneous Revenue is \$875,620. Debt proceeds are not budgeted for the current fiscal year. Transfers made to the fund amount to \$206,750. An equity transfer of \$822,000 is budgeted for the General Fund.

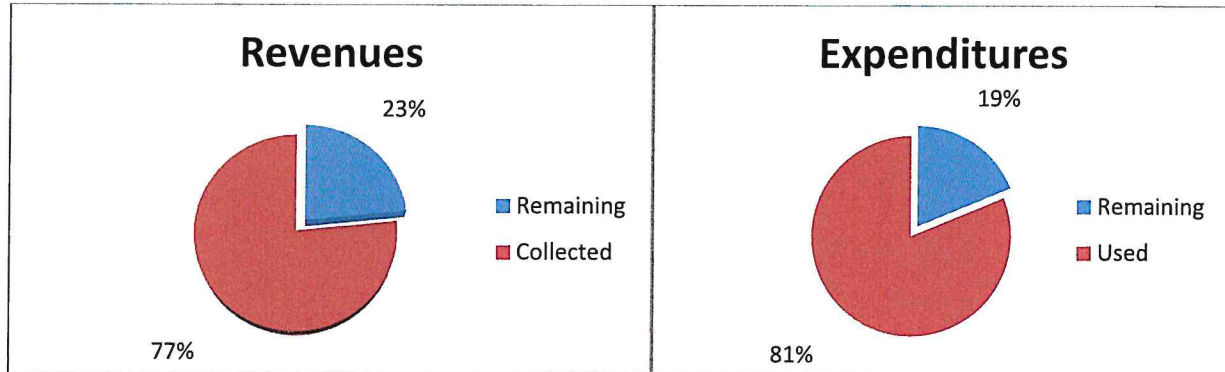
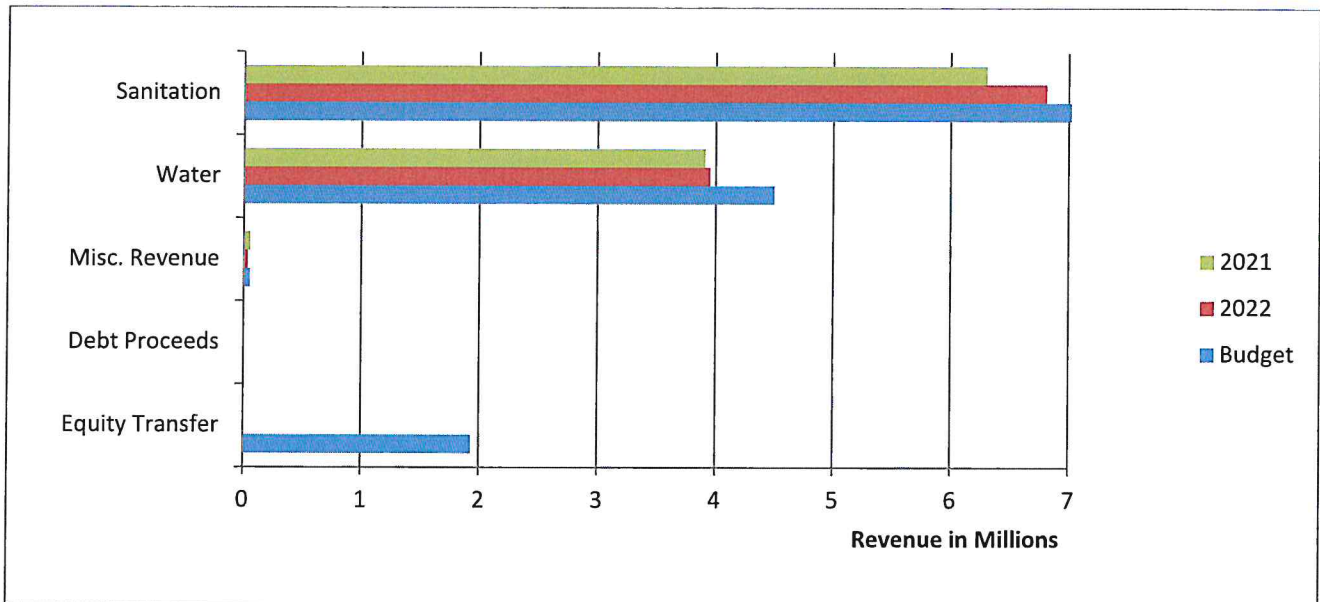




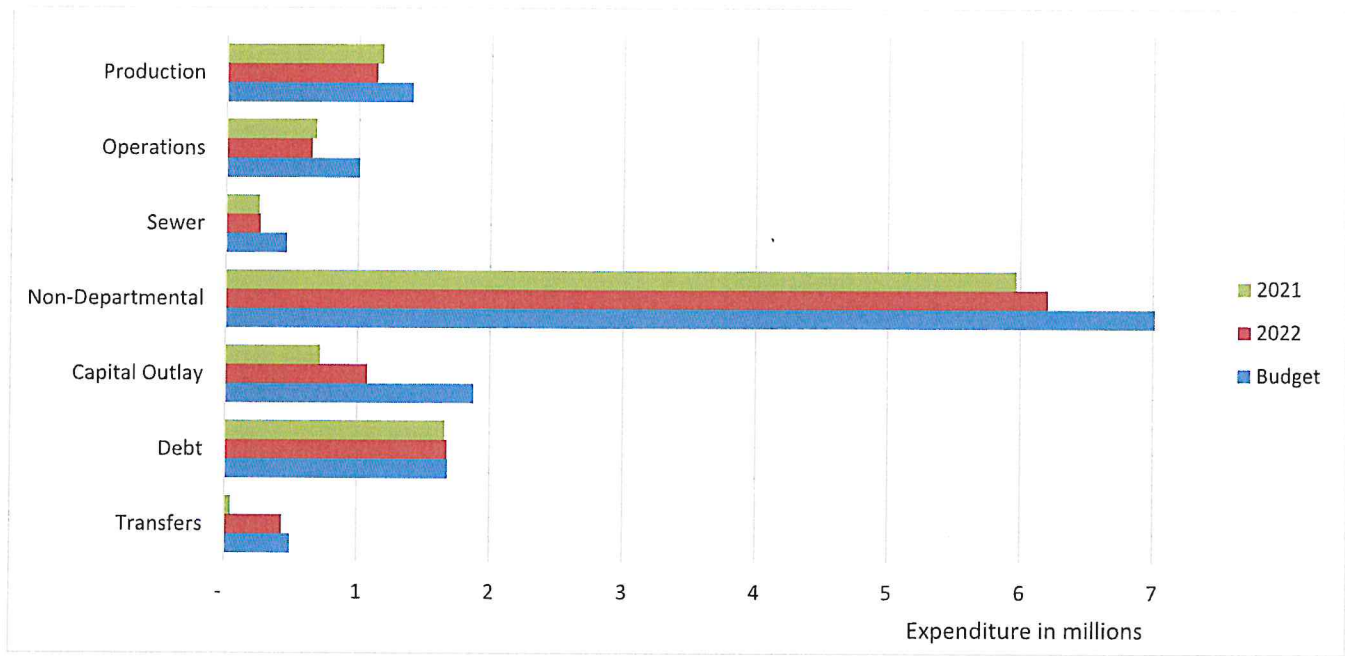
Expenditures through 11 months or 92% of this fiscal year amounted to \$17,396,424 or 81% of FY22 budgeted expenditures of \$21,585,488. This indicates that actual expenditures are 1% or \$140,797 less than last year's expenditures of \$17,537,221. General Administration expenditures are \$1,078,245, a decrease of \$168,651 or 14% due to contractual payments (timing of Magazine) and changes in staffing. Finance expenditures are comparable to the previous year at \$1,197,285. Police expenditures are \$4,606,916, a decrease of \$385,625 (8%) due to changes in staffing and vacant positions. Fire/EMS expenditures are comparable to the previous year at \$3,482,826. Public Works expenditures are \$2,053,762, \$49,360 or 2% less than the prior year due to changes in staffing. Community Development expenditures are comparable to the previous year at \$674,202. Parks & Recreation expenditures are \$2,160,382, an increase of 34% or \$478,408 from the same time last year due to increases in Senior and Recreation activities. Non-Departmental expenditures are \$802,293, an increase of 18% or \$120,342 due to increases from the comprehensive plan and training. Capitol Outlay is \$152,186. Debt payments are \$313,280, a decrease of 34% or \$161,761 due to moving debt payments of the 2020 and 2019 lease purchases to CERF. Transfers made to other funds amount to \$875,047. Current revenues exceed current expenditures by \$1,786,443.

COMBINED WATER AND SEWERAGE SYSTEM FUND

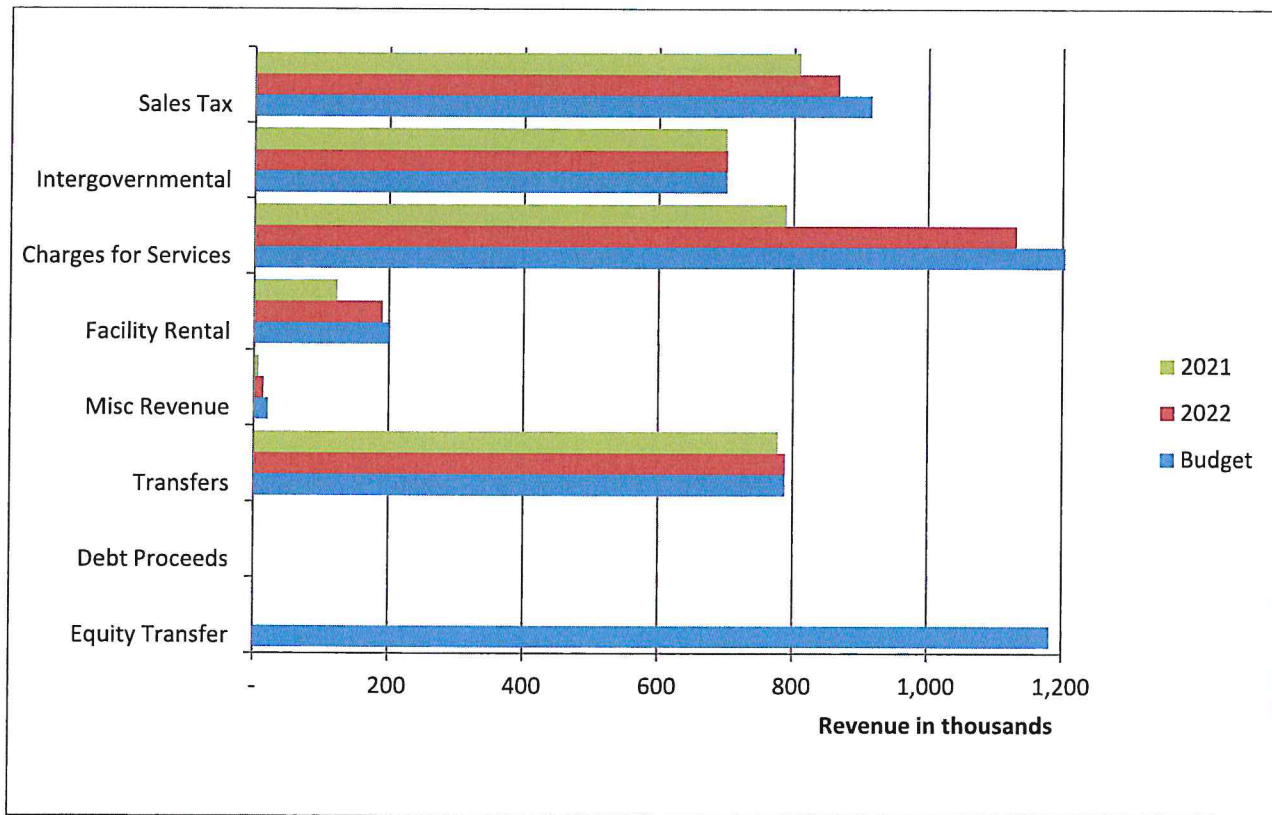
Total budgeted revenues for the fiscal year are \$14,102,438. Total revenues through 11 months or 92% of this fiscal year, amounted to \$10,800,599 or 77% of FY22 budgeted revenues. Although consumption has decreased, operating revenues are up \$527,685 (5%) from the previous year due to increased water and sewer rates.

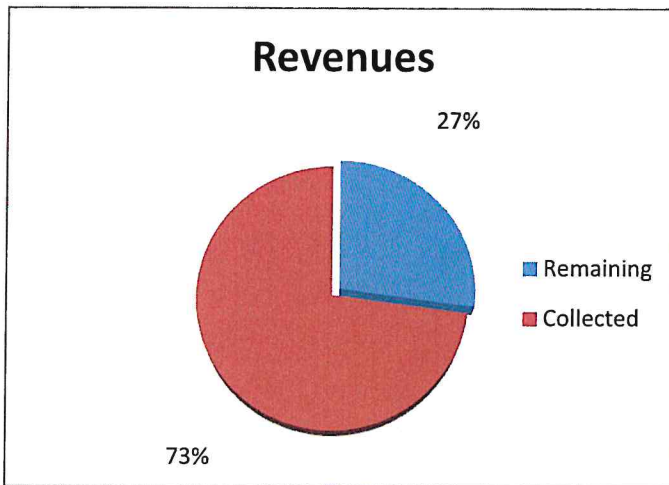


Total budgeted expenditures for the fiscal year are \$14,102,438. Total expenditures through 11 months or 92% of this fiscal year amounted to \$11,456,718 or 81% of FY22 budgeted expenditures. Production expenditures are down \$41,232 (3%) to \$1,139,450 due to changes in personnel. Operations division expenditures are \$647,272, a decrease of \$31,472 (5%) due to changes in personnel and vacant positions. Sewer division expenditures are \$264,019 and are comparable to the previous year. Non-departmental expenditures are \$6,209,219, up \$240,214 due to the increase in sewage rates. Capital outlay is \$1,076,989. Payments for debt have increased 1% or \$18,699 to \$1,680,259 due to the 2020 COP. Transfers for the fund are \$439,510 (reimbursement to the TST fund for the water main portion of the 76th Street project). Current expenditures exceed current revenues by \$656,108 (this is due to the equity transfer for capital projects funded by the 2020 COP in fiscal year 2021).



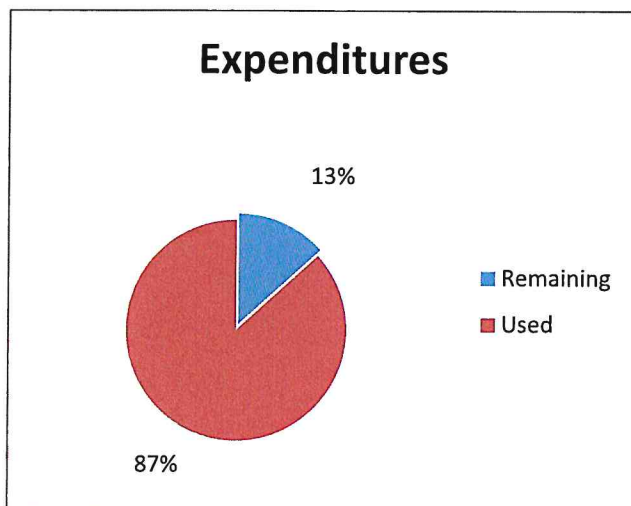
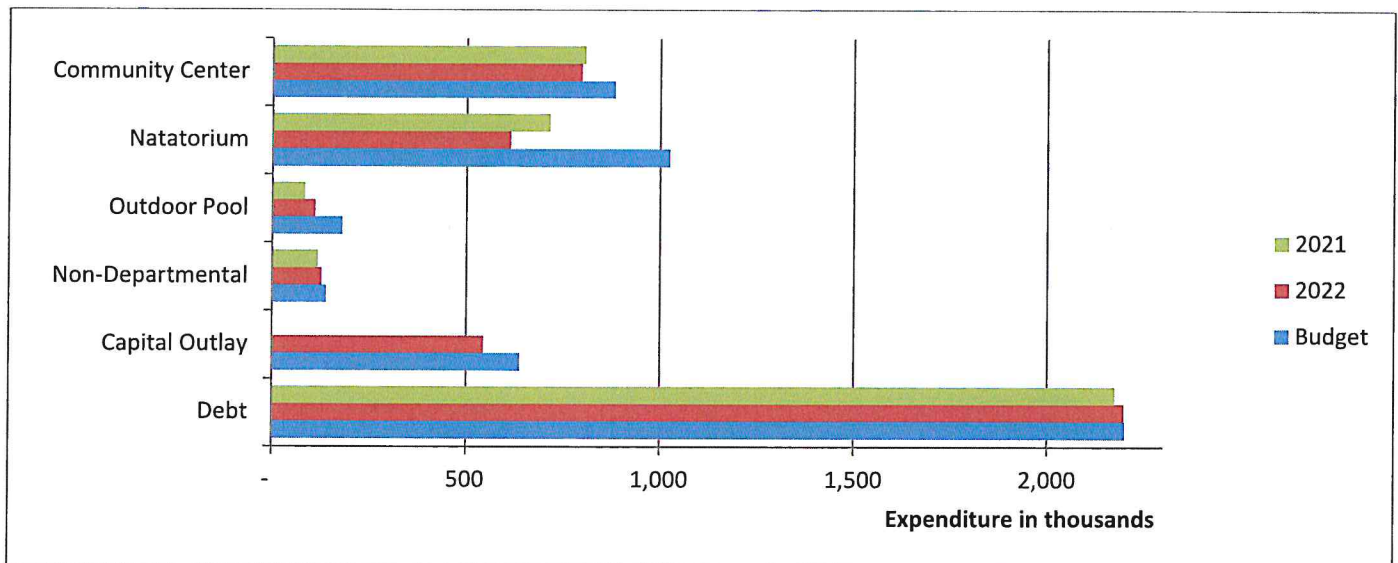
COMMUNITY CENTER AND PARKS TAX FUND





Total budgeted revenues for the Community Center Fund are \$5,062,340. Total revenues through 11 months or 92% of this fiscal year, amounted to \$3,689,947 or 73% of FY22 budgeted revenues. Sales tax received is \$866,166, an increase of \$56,987 from the previous year. Intergovernmental revenue (Charge to the North Kansas City School District for the natatorium) is \$700,000. Charges for Services are \$1,130,727, an increase of \$341,833 from the previous year. Revenue from facility rental is \$190,272, an increase of \$67,372. Miscellaneous revenue is \$14,482. Budgeted transfers to the fund are \$788,300. Equity transfer budgeted for the fiscal year

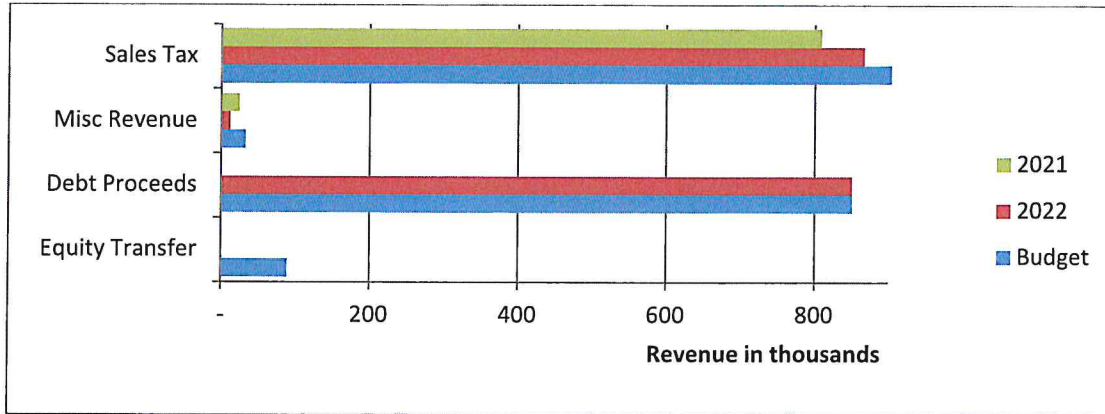
is \$1,181,509.



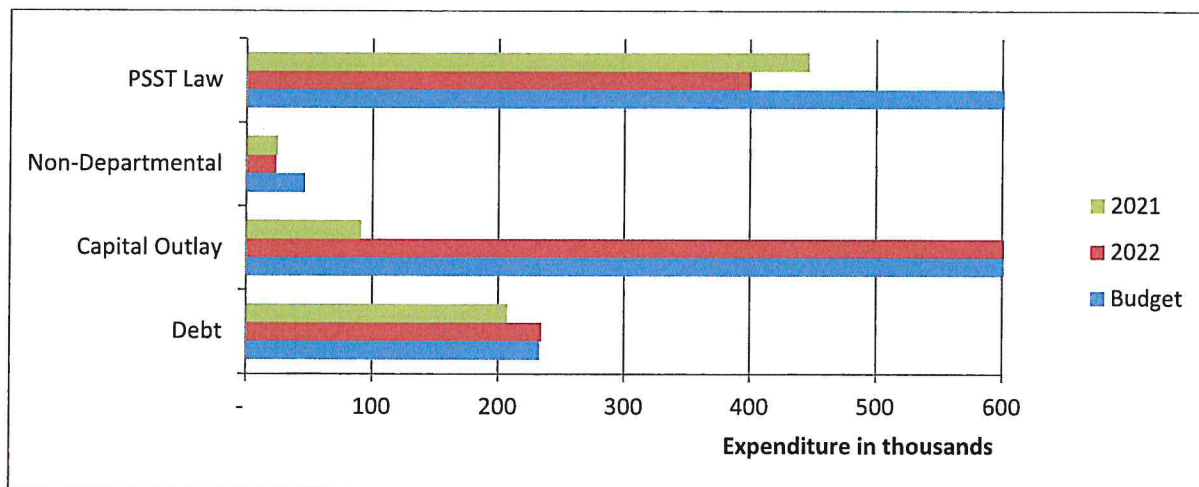
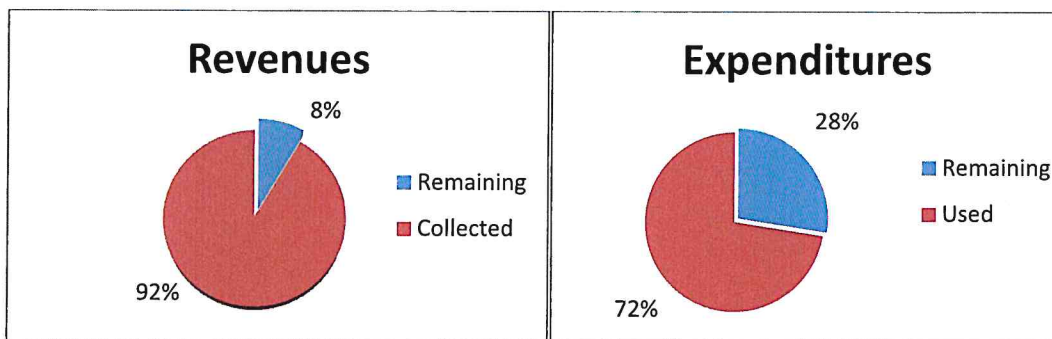
Total budgeted expenditures for the fiscal year are \$5,062,340. Total expenditures through 11 months or 92% of this fiscal year amounted to \$4,391,226 or 87% of FY22 budgeted expenditures. Community Center expenditures are comparable to the previous year at \$796,665. Natatorium expenditures are \$613,228, a decrease of \$102,979 (14%) due to vacant positions and changes in personnel. Outdoor Pool expenditures are \$127,904, an increase of \$9,632 due to increases in part time personnel costs. Non-departmental expenditures have increased \$9,632 to \$127,904 due to increases in property and liability insurance. Expenditures for Capital Outlay are \$545,267. Debt has increased by \$23,665 to \$2,197,870 due to the 2020A COP. Current

expenditures exceed current revenues by \$701,277.

PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$1,887,018. Total revenues through 11 months or 92% of this fiscal year amounted to \$1,728,007 or 92% of FY22 budgeted revenues. Sales tax on a cash basis is \$866,148, or an increase of \$57,302 (7%). Miscellaneous revenue is \$11,859. Debt proceeds of \$850,000 are from a lease purchase for the acquisition of new radios.



Total budgeted expenditures for the fiscal year are \$1,887,018. Total expenditures through 11 months or 92% of this fiscal year are \$1,367,927 or 72% of the FY22 budgeted expenditures. Law division is \$400,048, down \$46,533 (10%) from the same time last year due to vacant positions. Non-Departmental is \$23,370, compared to \$24,473 during the previous year. Capital outlay is \$710,394 due to the purchase of the new radios. Payments for debt are \$234,115, an increase of \$26,787 due to the radio lease purchase. Current revenue over expense for the fund is \$360,079.

Respectfully submitted,

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

Dominic Accurso
Director of Finance

AN ORDINANCE ESTABLISHING CHAPTER 205: SHORT TERM STAY AND ADDING SECTION 7.205.010 – HOTEL, MOTEL, AND EXTENDED STAY REGULATIONS TO THE GLADSTONE CITY CODE.

WHEREAS, by its own motion, the City Council of the City of Gladstone has requested to add Chapter 205. – Short Term Stay and Section 7.205.010 to Title VII of the Gladstone City Code relating to the Zoning and Planning Code; and

WHEREAS, a public hearing on said amendment was held by the Planning Commission of the City of Gladstone on the 16th day of May 2022, pursuant to the required public notice; and

WHEREAS, the Planning Commission has submitted its recommendation to the City Council of the City of Gladstone to amend the Zoning and Planning Code as set forth herein; and

WHEREAS, the City Council held a public hearing on the 27th day of June, 2022 pursuant to the required notice; and

WHEREAS, the City Council finds and declares that the following regulations are reasonable and necessary to protect its citizens; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Gladstone to enact the following use regulations within the City.

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

Amend 7.100.010. – Definitions

Extended Stay Hotel - Any structure consisting of one or more buildings, with more than five dwelling units with provisions for living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary residence is offered for pay to (a) persons for extended-stays and/or stays longer than thirty (30) days, regardless of the presence of rentals or leases for shorter periods of time; or (b) for stays longer than thirty (30) days in rooms equipped with kitchen facilities. Or, where more than five percent (5%) of the guest rooms therein contain fixed cooking appliances.

Homeless Shelter - A building generally operated by a public entity, a publicly funded entity, a nonprofit or charitable organization, a church, or a place of worship that provides temporary day and/or overnight shelter to one or more persons who lack a fixed, regular, and adequate nighttime residence.

Hotel/Motel - Any structure consisting of one or more buildings, with sixty (60) or more dwelling units with provisions for transient living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging of generally ten (10) days or less is offered for pay to persons, is not intended for long-term occupancy, and does not otherwise meet the definition of an extended-stay hotel defined in this section.

Kitchen Facilities – Shall mean kitchen amenities including, but not limited to, refrigerators, stoves, ovens, and kitchen-type sink. Amenities limited to a microwave, mini refrigerator, and/or an appliance designed to produce coffee or tea do not constitute “kitchen facilities” for purposes of this definition.

Residential Housing and Treatment for Alcohol and Drug Addiction – Residential housing and treatment facilities that provide care to an individual(s) who use and abuse a substance (alcohol or drug) that causes significant problems or distress.

Residential Housing and Treatment for Mental Illness/Behavioral Health – Residential housing and treatment facilities that provide care for the mentally ill involving changes in emotion, thinking, or behavior (or a combination of these).

Staff – A person or persons, as employees, charged with carrying out the work of the organization or establishment.

Transitional Housing – Transitional housing is temporary housing usually incorporated with case management for individuals living in an emergency shelter at least 60 days to help move them to self-sufficiency and obtain permanent housing.

SECTION 1 - ADD CHAPTER 205. – SHORT TERM STAY

Add Section. 7.205.010. – Hotel, Motel, and Extended Stay

No hotel, motel, or extended stay hotel/motel shall be constructed, altered, or used without complying with the following regulations:

- (a) The common areas and unoccupied rooms of any hotel, motel, and extended stay hotel are subject to inspection by the City of Gladstone Fire/EMS, Police, and the Community Development Departments if there is reasonable cause to suspect that such area or room is being used for criminal activity, a homeless shelter, housing and treatment for mental illness/behavioral health and housing and treatment for alcohol and drug addiction, and transitional housing or in violation of this ordinance or condition of zoning.
- (b) Hotels, motels and extended stay hotels operate for the benefit of travelers and transient parties conducting legitimate business or recreation in the surrounding area. No hotel, motel, or extended stay hotel may be used as transitional housing, a homeless shelter, housing and treatment for mental illness/behavioral health and housing and treatment for alcohol and drug addiction.
- (c) No hotel or motel may be converted to be and operated as an extended stay hotel.

- (d) No owner, operator, keeper, proprietor, or employee of a hotel, motel, or extended stay hotel shall provide lodging at an hourly rate.
- (e) Each hotel, motel, or extended stay hotel shall have a minimum of (60) rooms.
- (f) No hotel or motel located within the City shall allow any person to occupy such hotel or motel for more than thirty (30) consecutive days, nor more than sixty (60) days during a one hundred eighty (180) day period. No guest residing for thirty (30) consecutive days shall begin a new rental agreement with the hotel or motel without a two week (14) day vacancy between stays. Exceptions to this condition include circumstances where a home is uninhabitable and is being repaired or rebuilt due to fire, flood, or a situation similar in nature.

SECTION 2. - SEVERABILITY CLAUSE. The provisions of this Ordinance are declared to be severable. If any section, sentence, clause, or phrase of the Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect; it being the legislative intent that this Ordinance shall remain in effect notwithstanding the invalidity of any part.

SECTION 3. – EFFECTIVE DATE. This ordinance shall become effective from and after its passage.

PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27th DAY OF JUNE, 2022.

Bill Garnos, Mayor

ATTEST:

Kris Keller, City Clerk

First Reading: June 27, 2022

Second Reading: June 27, 2022

PLANNING COMMISSION
GLADSTONE, MISSOURI
Gladstone City Hall
Monday, May 16th, 2022
7:00 pm

Item 1 on the Agenda: Roll Call.

Present: Gary Markenson
Kate Middleton
Bill Turnage
Mike Ebenroth, Chair
Alicia Hommon
Jennifer McGee
Kim Murch
James New

Absent: JN Hernandez
Chase Cookson, Vice Chair
Brenda Lowe, Secretary
Larry Whitton

Council & Staff Present:

Austin Greer, Community Development Director
Alan Napoli, Community Development Administrator/Building Official
Angie Daugherty, Admin. Assistant
Jean B. Moore, Mayor Pro Tem
R.D. Mallams, Councilman

Item 2 on the Agenda: Pledge of Allegiance.

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

Item 3 on the Agenda: Approval of the January 18th, 2022 Minutes. Chair Ebenroth asked if there was a motion to approve the minutes from the January 18th meeting.

Mr. Turnage moved to approve the minutes; Mr. Markenson seconded. The minutes were approved, 8-0.

Item 4 on the Agenda: Consideration: On a Final Plat for property located at 7400 N Broadway. Applicant: Martin T. Arling Kaw Valley Engineering Inc. Owner: Susan Brandom. #Plat21-00010. *The City Council Public Hearing is scheduled for Monday, June 13th, 2022.*

Mr. Napoli read from the staff report.

The Applicant, Martin T. Arling, P.E. (Kaw Valley Engineering, Inc.) and Susan Brandom (property owner) are proposing a lot split of 7400 N. Broadway into two (2) separate lots; Lot 1

and Lot 2. Lot 1 will continue to remain under the ownership and be the primary residence of Susan Brandom. This particular property is shared jurisdiction between Kansas City, Missouri and Gladstone, MO with the majority of the property and residential structures residing in Kansas City, Missouri.

The purpose of the lot split and Lot 2 is so that Ms. Brandom's son can build a home for him and his family to reside in. Both residential structures will be located fully in the city limits of Kansas City; as does the current single family residence located at 7400 N. Broadway. The existing single family residential structure has its water and sewer provided by the City of Gladstone, as there are no facilities nearby in Kansas City. The new single family residential structure that is being planned will be occupied by Ms. Brandom's family member will also have water and sewer provided by the City of Gladstone.

A forty (40) foot cross access easement for the access drive is part of the plat for shared access to both lots.

Also, this plat has been submitted and approved by the Planning Commission of Kansas City, Missouri.

City Staff recommends that the request be **APPROVED**.

Ms. Middleton asked what property is in Gladstone.

Mr. Napoli stated that the shaded part on the map is in Gladstone. Everything West of that is in Kansas City Missouri. The Kansas City property contains the single family structure and detached garage. The new house that they want to build will also be in Kansas City.

Ms. Hommon asked if this has already been approved by the Planning Commission with Kansas City.

Mr. Napoli stated yes. Mr. Martin T. Arling can explain further after he is done with questions.

Mr. Martin T. Arling with Kay Valley Engineering Inc. 8040 N Oak Trafficway Kansas City, MO. He stated that yes they have been through Kansas City MO. They did go through Kansas City Missouri and they went through the Preliminary Plat process. Now we are in the planning process. They are hoping next week or the week after Kansas City will have the ordinance.

Ms. Hommon asked if the recommendation for the planning commission is in approval with Kansas City.

Mr. Martin T. Arling stated yes.

Mr. Ebenroth asked if any of the property was in flood zone.

Mr. Martin T. Arling stated no.

Ms. Middleton asked why does it matter if these houses are in Kansas City.

Mr. Napoli stated because a portion of the property is in Gladstone. So they have to replat that portion that is in Gladstone. Because access to that property is in Gladstone.

MOTION: By Mr. Markenson, second by Ms. Hommon to approve a Final Plat for the property located at 7400 N. Broadway.

Vote: Mr. Murch	Yes
Mr. Markenson	Yes
Mr. New	Yes
Mr. Turnage	Yes
Ms. Middleton	Yes
Chair Ebenroth	Yes
Ms. McGee	Yes
Ms. Hommon	Yes

The motion carried. (8-0)

Item 5 on the Agenda: Chapter 3000 Mobile Food Establishment Regulations

Mr. Napoli stated that in 2019 he brought this forward to them. He stated they voiced their concerns and had comments. These food trucks are getting more popular here in Gladstone. Currently they do not have any regulations that cover food trucks. The food trucks would sometimes get special event permits and we would allow them to our special events. Division one is the Administrative portion that deals with the application, duties and powers of the Building Official, any violation and notices that we have to give. Any type of an appeal. The appeal will go through the uniform Code Board of Appeals. The Second Division is all definitions. Division three is the actual body of it. First section is regarding licensing and operations. What we are going to require is that all Mobile Food Establishments have a business license in the City of Gladstone. If they do not, it is unfair to our brick and mortar businesses. The only time they would not have to have a business license is if they have a commissary that was operational in Gladstone that they vend from. Currently the only one that is doing that is the new Brancato Sausage that opened up. They have a mobile food truck. They have a business license for their brick and mortar building here in Gladstone so the mobile food truck would not have to have a business license. We would require that all these food establishments have a permit with Clay County Public Health Department.

They would operate under the following standards:

1. Allow Gladstone's Fire Marshal to inspect for fire code compliance;
2. Obtain and be able to produce upon request, written permission from the property owner;
3. Obtain written permission, in the case of property owned by the City of Gladstone, as follows:
 - 3.1 Operate in City Parks with permission from the Parks, Recreation and Cultural Arts Director or designee;
 - 3.2 Operate on City property in conjunction with City sponsored events;
 - 3.2.1 Comply with special event requirements for City sponsored events;
4. Cannot operate upon City rights-of-way (streets or sidewalks) so as not to obstruct the flow of vehicular or pedestrian traffic;
5. Restrict operation to paved surfaces;

6. Not block driveway access, access to streets and alleys, entry and exiting access from businesses, cause a parking problem or impede vehicular or pedestrian traffic on private property;
7. Limit operations to between 7:00am and 10:00pm Sunday thru Saturday;
8. Not operate within one-hundred (100) feet of the front facing and side facing facades adjacent to a public street of any eating establishment;
Exception: Operations may be conducted within one-hundred (100) feet of the front facing and side facing facades of an eating establishment if such *mobile food unit* or *pushcart* is owned and operated by and eating establishment located within that one-hundred (100) foot zone.
9. Soliciting occupants or vehicles, or advertise in any way that impedes vehicular or pedestrian traffic is prohibited;
10. The use of outdoor sound amplifying equipment, lights or any other illuminated or noise devises is prohibited, except for the lighting of a menu board attached to the side of the *mobile food establishment* providing only enough light for customers directly in front of or nearby the menu to read;
11. The use of any equipment (chairs, tables, signs, etc.) outside of the truck, except for one (1) refuse container, is prohibited;
12. A refuse container must be available for use by customers when *mobile food establishment* vending occurs and the container shall be placed close to the *mobile food establishment* and not impede vehicular or pedestrian traffic;
13. Immediately upon cessation of the vending, the site shall be returned to its previous condition, including the removal of all litter, or other evidence of the vending. If the site is not returned to its previous condition, the City may restore the site at the expense of the applicant.; and
14. Be attended at all times, whether serving or not.

Mr. Markenson asked in Division three sentence four. He thinks this reads better if the word NOT comes out. He thinks the way it reads now is just the opposite of what you want to do.

Mr. Napoli stated that you think it should read “cannot operate upon City rights-of-way (streets or sidewalks) so as to obstruct the flow of vehicular or pedestrian traffic”. Mr. Napoli says that makes sense and he will change that.

Mr. Markenson asked about number 11. He asked does this apply only to trucks.

Mr. Napoli stated typically the ones that have the push cart they are not typically going to carry table and chairs around on a regular basis. It should actually be for all of them.

Mr. Markenson asked what this does to a Rotarian. They have a concession stand and behind the concession stand they have tables and grill and smoker.

Mr. Napoli stated that can be under a Special Event Permit.

Mr. Markenson asked about number 14 where the vehicle has to be attended at all times. He thinks it should say at regular operating hours.

Mr. Napoli stated that it would be 24 hours as long as the vehicle is there.

Ms. Hommon asked about number eight regarding not operating within 100 feet of the brick and mortar buildings. She wants to know if maybe we could change this to without the permission of the business owner. She can think of events like many trucks get together with brick and mortar businesses and hold an event. She does understand that this would be a special event permit.

Mr. Napoli stated that the special event permit is going to be more than 30 days at a time. Most of them are just weekends. 100 feet is far enough away that it will not have a direct effect on the brick and mortar buildings. They have looked into what other cities have and they have anywhere from 50 feet to 200 feet. They feel that 100 feet is a good distance.

Ms. Hommon stated that sometime it would be nice if they could maybe have some food trucks and have Summit Grill and Stone Canyon a different variety of food on a day.

Mr. Napoli stated that would be special event permit they would need.

Ms. McGee stated that there was an event scheduled in North Kansas City where a number of food trucks were brought to a location. Business along Armour Road began to complain. Even though they didn't have any evidence that their receipts were being effected buy this. But they still complained. She understands the need to protect brick and mortar. And she understands how a food truck and relocate much easier and cheaper than a brick and mortar business can. But at the same time she would hate to see physical brick and mortar businesses complaining about special use permits in such a way that prevented Gladstone Fest from happening.

Mr. Napoli stated that currently they have some events at Linden Square that will still happen. They would not do a special event permit on a regular basis for food trucks in our parks. They respect our brick and mortar businesses and that is why they are doing this to protect them.

Ms. McGee asked if a school or church has an event does this ordinance apply to them.

Mr. Napoli stated they would have to have a special event permit for this to happen.

Ms. McGee asked would this ordinance effect a kid's limeade stand.

Mr. Napoli stated that this question has been brought up before. Non for profits like kids selling girl scout cookies they do not require a special event permit for that. So the answer is no we do not care about the kid's limeade stand.

Ms. McGee asked would the city consider having a business license for anyone under the age of 16 that have a much cheaper and quicker permitting processes. She believes there was a city where a kid had a limeade stand that the fire department interacted with them in the past five years. The neighborhood complained that the fire department went there and supported it. And with the way the ordinance is written means that someone in his position 20 or 50 years from now could shut down that limeade stand if we don't have something saying that it can happen.

Mr. Napoli stated that he would have to talk to their finance department. This would fall under the 72 hour non for profit.

Mr. Murch asked how does this impact Hy Vee food trucks.

Mr. Napoli stated that they should have a special event permit.

Mr. Murch asked about non for profit on those trucks.

Mr. Napoli stated if they are there 72 hours or less then they don't worry about it.

Mr. Murch asked what the definition of food prepared versus not prepared food. Like the Swans truck or the meat truck that goes house to house.

Mr. Napoli stated that he would have to look into that a little further. Typically, those are not a mobile food establishment.

Mr. Murch asked how this would impact the local farmer that is selling sweetcorn and melons.

Mr. Napoli stated that falls under state requirements and they are allowed to do it.

Mr. Murch asked how does this impact 72nd and Troost with church groups and other individuals will be passing out free coke or water.

Mr. Napoli stated that would be non for profit. Our police department will address further if need be.

Mr. Murch asked what is the difference between this and a mobile mechanic. Why is food being singled out? Do they have all of these regulations?

Mr. Napoli stated that they are supposed to have business licenses. They don't have anything for them. Food is being singled out because product is being sold and there is not a service. The following changes will be made: Change item four taking the word "not" out and number 11 to remove truck and put in Mobile Food Establishments.

MOTION: By Mr. Markenson, second by Ms. Hommon to move forward with Chapter 3000 Mobile Food Establishment Regulations. (Voice Vote)

Vote: Mr. Murch	No
Mr. Markenson	Yes
Mr. New	Yes
Mr. Turnage	Yes
Ms. Middleton	Yes
Chair Ebenroth	Yes
Ms. McGee	Yes
Ms. Hommon	Yes

Item 6 on the Agenda: Establish Chapter 205: Short Term Stay and add Section 7.200.010-Hotel, Motel, and Extended Stay

Mr. Greer read from the Staff Report.

City Staff is proposing to add Chapter 205 – Short Term Stay to the Gladstone City Code. Within this new Chapter, City Staff is proposing to add section 7.205.010. – Hotel, Motel, and Extended Stay in order to create safeguards to ensure current and future hotels maintain a certain level of quality expected by the citizens of Gladstone. It is important that these facilities maintain their approved use and integrity as these projects age from year 1 to year 15 and beyond.

Amend Title VII – Zoning and Planning Ordinance

Amend 7.100.010. – Definitions

Extended Stay Hotel - Any structure consisting of one or more buildings, with more than five dwelling units with provisions for living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary residence is offered for pay to (a) persons for extended-stays and/or stays longer than thirty (30) days, regardless of the presence of rentals or leases for shorter periods of time; or (b) for stays longer than thirty (30) days in rooms equipped with kitchen facilities. Or, where more than five percent (5%) of the guest rooms therein contain fixed cooking appliances.

Homeless Shelter - A building generally operated by a public entity, a publicly funded entity, a nonprofit or charitable organization, a church, or a place of worship that provides temporary day and/or overnight shelter to one or more persons who lack a fixed, regular, and adequate nighttime residence.

Hotel/Motel - Any structure consisting of one or more buildings, with more than five dwelling units with provisions for transient living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging of generally ten (10) days or less is offered for pay to persons, is not intended for long-term occupancy, and does not otherwise meet the definition of an extended-stay hotel defined in this section.

Kitchen Facilities – Shall mean kitchen amenities including, but not limited to, refrigerators, stoves, ovens, and kitchen-type sink. Amenities limited to a microwave, mini refrigerator, and/or an appliance designed to produce coffee or tea do not constitute “kitchen facilities” for purposes of this definition.

Residential Housing and Treatment for Alcohol and Drug Addiction – Residential housing and treatment facilities that provide care to an individual(s) who use and abuse a substance (alcohol or drug) that causes significant problems or distress.

Residential Housing and Treatment for Mental Illness/Behavioral Health – Residential housing and treatment facilities that provide care for the mentally ill involving changes in emotion, thinking, or behavior (or a combination of these).

Staff – A person or persons, as employees, charged with carrying out the work of the organization or establishment.

Transitional Housing – Transitional housing is temporary housing usually incorporated with case management for individuals living in an emergency shelter at least 60 days to help move them to self-sufficiency and obtain permanent housing.

Add Chapter 205. – Short Term Stay

Add Section 7.205.010. – Hotel, Motel, and Extended Stay

No hotel, motel, or extended stay hotel/motel shall be constructed, altered, or used without complying with the following regulations:

- (a) The common areas and unoccupied rooms of any hotel, motel, and extended stay hotel are subject to inspection by City of Gladstone Fire, EMS, Police and the Community Development Department if there is reasonable cause to suspect that such area or room is being used for criminal activity, a homeless shelter, housing and treatment for mental illness/behavioral health and housing and treatment for alcohol and drug addiction, or in violation of this ordinance or condition of zoning.
- (b) Hotels, motels and extended stay hotels operate for the benefit of travelers and transient parties conducting legitimate business or recreation in the surrounding area. No hotel, motel, or extended stay hotel may be used as a homeless shelter, housing and treatment for mental illness/behavioral health and housing and treatment for alcohol and drug addiction.
- (c) No hotel or motel may be converted to be and operated as an extended stay hotel.
- (d) No owner, operator, keeper, proprietor or employee of a hotel, motel, or extended stay hotel shall provide lodging at an hourly rate.
- (e) Each hotel, motel, or extended stay hotel shall have a minimum of (60) rooms.
- (f) No hotel or motel located within the City shall allow any person to occupy such hotel or motel for more than thirty (30) consecutive days, nor more than sixty (60) days during a one hundred eighty (180) day period. No guest residing for thirty (30) consecutive days shall begin a new rental agreement with the hotel or motel without a two week (14) day vacancy between stays. Exceptions to this condition include circumstances where a home is uninhabitable and is being repaired or rebuilt due to fire, flood, or a situation similar in nature.

The entirety of the proposed ordinance and definitions can be found in your Planning Commission packet.

This code amendment will be heard by the City Council on Monday, June 13th at 7:30 p.m. in the City Council Chambers inside City Hall.

City Staff recommends that the request be **APPROVED.**

Ms. McGee asked regarding the hotel motel shall have a minimum of 60 rooms. And in the definitions for both hotel and motel it says something, something more than five dwelling units. Does those two sections conflict.

Mr. Greer stated that they had a legal go through this thoroughly and so has he. He does not believe there is a conflict between the two. They have taken these definitions from other cities that has done this and it is almost verbatim for all of those other cities that the city has compared them to.

Ms. McGee asked if a building had fewer than 60 rooms would it not be a hotel.

Mr. Greer stated that we are defining a hotel using 60 or more rooms.

Ms. McGee asked basically you are saying the section that would define for example a 25 room building has not been built yet and so we should ignore it.

Mr. Greer stated no, we should not ignore it. What we are saying is that we determine a hotel, motel and extended stay as a minimum of 60 rooms.

Ms. McGee asked even if the definitions say more than five dwelling units.

Mr. Greer stated any structure consisting of one or more buildings, with more than five dwelling units with provisions for transient living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging of generally ten (10) days. This looks to be a typo and he will look into it but I think I understand what you are saying now. Thank you.

Mr. Murch stated that this time next year is going to be the NFL draft in Kansas City. There are no hotel rooms available in the metro area even at the Gladstone hotel and people are renting other people's homes. How does that apply to this? Can we include this in short term stay?

Mr. Greer stated that staff is trying to establish this particular chapter to start. AirBnB regulations may eventually be a regulation we find in this Short-Term Stay chapter. Tonight, we are discussing hotel, motel and extended stays for those facilities.

Mr. Murch asked if he has any input or documentation on what Marriott's opinion is.

Mr. Greer stated that he has spoken to the hotel operators and representatives of our local Marriott hotel about this particular ordinance and they looked it over and gave their approval.

Mr. Markenson stated that there is a definition on transitional housing but he doesn't see how it is regulated in any way.

Mr. Greer stated that if he looks in section 205.010 it gets into how hotels cannot be used as transitional housing or a homeless shelter.

Mr. Markenson stated that he does not see transitional housing listed there.

Mr. Greer stated that we will had that in there.

Mr. Turnage asked about business that travel to job sites and they could be there 30 days or 120 days. So if they are there 30 days someone keeps track of that?

Mr. Greer stated that the hotel will keep track of that.

Ms. Middleton stated that this seems to be helping the hotel out. If someone isn't causing problems at the hotel, then the hotel wouldn't mind them staying but if they are asked to leave then the hotel can say you need to leave this is an ordinance with the city.

Mr. Ebenroth asked if there are any exceptions.

Mr. Greer stated that his own personal opinion would be to not do that. He really doesn't to regulate behavior and leave that up to the hotel.

Mr. Murch asked what is the point of this ordinance. Why is this board being asked to pass this because they are uneducated hotel operators as well as the city staff? And they are being asked to set ground rules on how they operate their business. He is sure the hotel has their own guidelines and rules on how to handle all of this.

Mr. Greer stated that he hears what Mr. Murch is saying but staff is trying to make sure that these hotels continue to operate under their initial approved use. As we see with apartment complexes and other facilities that these projects do age from year 1 to 15 to 25 and sometimes the owner or developer wants to transition that property into something that wasn't initially approved. Also, the last couple of years we have seen where a homeless population or transitional housing population has been put in hotels around certain metros by government sponsors. As we have seen on the news, that hasn't gone so well for those hotels or those cities. These regulations help protect the integrity of these investments in our community.

Mr. Murch stated that they are putting handcuffs on the Marriott corporation.

Mr. Greer stated as the developer and operator they work in tandem with the Marriott and have looked over this ordinance and they had no issues.

Ms. Middleton stated that he thinks it sounds good.

Mr. New asked if there is a reason staff picked 30 days.

Mr. Greer stated that was a particular use of days that other cities have used and is widely accepted.

Mr. Murch stated he is not an expert in hotel, motel management and no one at this table has a background in it and I don't see anyone in the city staff or the city that has any expertise in hotel, motel management. I don't see anyone here from the hotel, motel company that can tell us what their opinion is.

Mr. Ebenroth asked if something can be added like exception to the policy.

Mr. Greer stated if this is recommended to move to City Council tonight there is always a chance that we find an error. Things evolve over time. If they need to come back and make an amendment to this particular ordinance we can. Generally, policy isn't perfect the first time around. He thinks this is a good place for us to start and if we notice mistakes in the future we can certainly come back and fix them.

Mr. Markenson stated not to disagree with you on this but we are not supposed to be in hotel management. They are talking about policies in regards to the citizens of Gladstone. To my understanding the whole purpose of this is in the future that the Fairfield Inn could become a homeless shelter.

Mr. Greer stated that at 15 or 20 years from now they want to make sure this type of facility isn't going to be run down and charging by the hour. The city is just trying to be proactive instead of reactive.

Ms. McGee stated that this feels to her that if our goal is to protect our asset then creating a situation where homeless people are not allowed to be is going to force homeless people into places we don't want them. If we systematically make it illegal for a homeless person to be at a hotel or church basement where will they go? If we do not want homeless people in certain areas, then we should provide a place for them.

Mr. Greer stated that he does believe this is a conversation that the city will have in the future for sure.

Ms. McGee stated that should this Planning Commission bare any responsibility for creating the zoning and restrictions on housing and limiting housing units that contribute to some of those problems of homelessness. She stated that she is going to vote no to this ordinance because she does not feel that we all have the same vision on where we should be as a community in regard to homelessness.

MOTION: By Ms. Middleton, second by Mr. Turnage to approve to Establish Chapter 205 Short Term Stay and add section 7.205.010 Hotel, Motel, and Extended Stay.

Vote: Mr. Murch	No
Mr. Markenson	No
Mr. New	Yes
Mr. Turnage	Yes
Ms. Middleton	Yes
Chair Ebenroth	Yes
Ms. McGee	No
Ms. Hommon	Yes

The motion carried. (5-3)

Item 7 on the Agenda: Communication from the Public

No Communication

Item 8 on the Agenda: Communications from the City Council

Councilmember Moore encouraged everyone to get involved and contribute to the comprehensive plan. Information can be found online at the City's website. There are many opportunities to fill out surveys and to participate in lots of events that are going on. It is a really important process for the city. With summer being here there are lots of events happening at Linden Square and Oak Grove Park like Blues Fest. There are also many events taking place at

the Atkins-Johnson Farm & Museum this summer. So please take advantage of all the good and fun things happening in Gladstone.

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

Mr. Turnage stated that Gladstone Public Works Department had events 3 weekends in a row. The first weekend they had electronic drop off, the 2nd weekend they had household hazardous waste drop off, and the 3rd weekend was yard waste and branches. He talked to a few people about it and they didn't know anything about these events taking place. Perhaps the city needs to do a better job of publicizing those events.

Mr. Markenson stated that he would like to have the drinking fountains turned on at the parks.

Ms. Hommon stated that when she was a kid in high school she was not a very bold person. When she was asked to do something she didn't want to do she would frequently call her dad for advice. As we are having this conversation regarding the ordinance proposed tonight, she found herself in this very situation as a business owner. We are in a situation now where people want instant gratification and they don't really care what you think and knowing that there are ordinances in place to protect her and her business is really comforting. At the same time, she found it really hard how to vote tonight. Ms. McGee and the rest of our commissioners brought up some really incredible things to say. She wanted to share that she likes the conversations that they have where it is hard to decide what to do because that means that they are considering all of the things that we need to consider, and that they are not making decisions lightly. She wanted to thank them all because it's really an honor and pleasure to get to sit at this table with them.

Item 10 on the Agenda: Adjournment

Chair Ebenroth adjourned the meeting at 8:02 pm.

Respectfully submitted:

Mike Ebenroth, Chair

Approved as submitted _____

Angie Daugherty, Recording Secretary

Approved as corrected _____



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 22-23

ORD ☒ # 4.600

Date: 6/21/2022

Department: Community Development

Meeting Date Requested: 6/27/2022

Public Hearing: Yes ☒ Date: 6/27/2022

Subject: Ch. 205. Short Term Stay & Section 7.205.010 – Hotel, Motel, and Extended Stay Regulations

Background:

On May 16th, the Planning Commission discussed and recommended approval for an ordinance adding Chapter 205. – Short Term Stay and adding section 7.205.010 – Hotel, Motel, and Extended Stay regulations to the Gladstone City Code. After much discussion, the Planning Commission voted in favor to recommend these regulations to the City Council. Five (5) Planning Commissioners voted in favor of these regulations and three (3) Planning Commissioners voted against these regulations.

City Staff used the discussion from the Planning Commission on May 16th to improve the ordinance in preparation for City Council consideration.

Two particular points were discussed during the May 16th Planning Commission:

- Defining a hotel/motel by using sixty (60) or more dwelling units. In City Staff's conversations with hotel developers and operators, we were advised that most, if not all, reputable hotel brands/flags will only operate a hotel if it has a minimum of 60 rooms. Also, using sixty (60) or more dwelling units can help the City in regulating the conversion by right of some existing buildings in the City to hotels/motels that may not be of the quality the community expects.
- Not being able to occupy the hotel/motel longer than 30 consecutive days. City Staff understood the arguments being made by Planning Commissioners but ultimately decided to keep the number of days initially proposed. 30 consecutive days is a widely used and accepted number throughout many cities in the metropolitan area and the country.

In the future, if a boutique hotel/motel is proposed in Gladstone that is a respectable brand/flag and the development cannot meet the sixty (60) or more dwelling unit regulations put forward by this ordinance, an amendment can be made to accommodate that project.

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:

There were no comments by the public.

Planning Commissioners voted in favor of the regulations. 5 Yes – 3 No

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

Austin Greer
Community Development Director

JM
City Attorney

SW
City Manager

RESOLUTION NO. R-22-31

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI AND NORTHLAND NEIGHBORHOODS, INCORPORATED, TO PROVIDE CONSULTING SERVICES TO ASSIST IN THE ONGOING DEVELOPMENT AND REVITALIZATION OF NEIGHBORHOODS FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined that entering into a contract with Northland Neighborhoods, Incorporated (NNI) for the retention consulting services for ongoing development of Neighborhood Home Organization (NHO) during the period of July 1, 2022 through June 30, 2023; and

WHEREAS, the cost of consulting services to be provided by NNI for ongoing development of NHO's is estimated to be \$31,146.00; and

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

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

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

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27TH DAY OF JUNE 2022.

Bill Garnos, Mayor

Attest:

Kris Keller, City Clerk



Request for Council Action

RES ☐ # R-22-31

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: June 15, 2022

Department: Community Development

Meeting Date Requested: June 27, 2022

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

Subject: Resolution for Neighborhood Consulting

Background: Northland Neighborhoods, Inc. (NNI) has assisted the City of Gladstone with forming and developing Neighborhood Home Organizations (NHO's) and working with Home Owners Associations (HOA's). This year staff with the assistance of NNI will continue the ongoing development of the NHO's.

This past year NNI with City's input sent out a survey about their Neighborhoods. NNI is currently composing the report and we hope to have a final document in the next few months. Again COVID has kept many of the organizations from meeting or getting started back up. This will be one of the goals this year to work with the NHO's to get started back up and those that are still meeting, develop and help them evolve.

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

Public/Board/Staff Input: See attached

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

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

JM
City Attorney

SW
City Manager

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS BETWEEN THE CITY OF GLADSTONE, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY TO PROVIDE PUBLIC TRANSPORTATION SERVICES AND PROPERTY MANAGEMENT ASSISTANCE FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.

LEGISLATIVE FINDINGS:

1. The City Council of the City of Gladstone, Missouri has determined that entering into a contract with Kansas City Area Transportation Authority (KCATA) for the retention of public transportation to serve Gladstone residents during the period of July 1, 2022, through June 30, 2023, will benefit the city; and
2. The cost of public transit and property management services to be provided by KCATA to the residents of the City of Gladstone, Missouri, is estimated to be \$86,132.00; and
3. The total obligation of public transit services to the City of Gladstone is estimated to be \$55,154.00; and
4. The cost of management services provided by the KCATA to regularly maintain the transit stops amenities is estimated to be \$20,978.00; and
5. The City of Gladstone is participating in the KCATA implementation plan for the North Oak Fast and Frequent Transit Service.

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

Section 1. **THAT**, the City Manager is hereby authorized to execute the contract with Kansas City Area Transportation Authority for public transit services within Gladstone at a cost not to exceed \$55,154.00.

Section 2. **THAT**, the City Manager is authorized to execute additional contract services for the property management services for a total cost not to exceed \$20,978.00.

Section 3. **THAT**, the City Manager is authorized to execute additional contract services for the North Oak Trafficway implementation plan for the Fast and Frequent Service Transit Service at a cost not to exceed \$10,000.00.

Section 4. **THAT**, expenditures of such funds is hereby authorized from the Transportation Sales Tax fund.

Section 5. **THAT**, the provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 6. **FURTHER THAT**, this Ordinance shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27TH DAY OF JUNE 2022.

Bill Garnos, Mayor

Attest:

Kris Keller, City Clerk

First Reading: June 27, 2022

Second Reading: June 27, 2022



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 22-24

ORD # 4.601

Date: June 15, 2022

Department: Community Development

Meeting Date Requested: June 27, 2022

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

Subject: Approval of Ordinance for contractual agreement between the City of Gladstone and Kansas City Area Transportation Authority for ongoing transit services and maintenance assistance.

Background: The Kansas City Area Transportation Authority (KCATA) operates four (4) routes through the City of Gladstone. The cost of these services is \$59,180.00; after passenger revenue, federal, state and COVID subsidy's the City's share is \$55,154.00. The property management service cost related to the regular maintenance of the shelters, benches, refuse containers and any other amenities is \$20,978.00. Total cost for the 2022-2023 KCATA contract for transit service and management assistance is \$76,132.00.

In addition to the local share and property management, the City and KCATA have agreed to a project holder of \$10,000.00 for implementation of the North Oak Fast and Frequent Transit Service. COVID has continued to slow this down; but the implementation and transit plan is still viable.

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

Public/Board/Staff Input:

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

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

JM
City Attorney

SW
City Manager