



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JUNE 26, 2023**

The City Council will meet in a Closed Executive Session at 6:30 pm, Monday, June 26, 2023, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021 (1) for Litigation and Confidential or Privileged Communications with Legal Counsel, 610.021 (2) Real Estate, and 610.021 (12) Negotiated Contract.

OPEN STUDY SESSION 7:10 PM

1. **Northland Neighborhood, Inc. (NNI):** Deb Hermann, CEO and Kimalee Carole, Special Projects Coordinator from NNI 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 12, 2023, Closed City Council Meeting Minutes.**

6. **Approval of the June 12, 2023, 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.**
10. **Communications from the City Manager.**
11. **CONSENT AGENDA**

SPECIAL EVENT PERMIT: Sharp Agent KC-Re/Max Revolution, client appreciation event, Happy Rock Park West, Saturday, July 8, 2023, 5:00 to 9:00 pm.

RESOLUTION R-23-25 A Resolution authorizing acceptance of work under contract with Play and Park Structures, Incorporated, for the Happy Rock Park Softball Complex Playground Replacement Project, and authorizing final payment in the amount of \$500.00 for Project CP2358A.

RESOLUTION R-23-26 A Resolution authorizing acceptance of a proposal from Logicalis for the acquisition of two (2) Fortigate-210F Hardware plus three (3) year Forticare Premium and Fortiguard Unified Threat Protection (UTP) packages in the total amount of \$28,072.98.

RESOLUTION R-23-27 A Resolution revising the General Fund and Combined Waterworks and Sewerage System Fund FY23 Midyear Budget for the City of Gladstone, Missouri and authorizing expenditures of funds.

RESOLUTION R-23-28 A Resolution authorizing the City Manager to execute and file a project application seeking Missouri Department of Natural Resources (MODNR) grant funding to assist in the development of a water service line material inventory.

**CONSIDER FINANCIAL REPORT FOR 11 MONTHS ENDING
MAY 31, 2023.**

REGULAR AGENDA

- 12. FIRST READING BILL NO. 23-22** An Ordinance authorizing the City Manager to execute a Cooperative Agreement between the City of Gladstone and the Mid-America Regional Council (MARC) for funding operations of the Operation Green Light Traffic Control System.
- 13. FIRST READING BILL NO. 23-23** An Ordinance amending Schedule VIII of the Model Traffic Code (Gladstone Municipal Code Section 4.100.020) to establish stop sign locations at the Northeast and Southwest corners of the intersection of North Walrond Avenue and Northeast 68th Terrace.
- 14. FIRST READING BILL NO. 23-24** An Ordinance approving the delivery of Schedule 4 and Schedule 5 to an existing Master Equipment Lease Purchase Agreement, for the purpose of providing financing for the acquisition and installation of certain equipment for the City and authorizing and approving certain documents and actions in connection therewith.
- 15. RESOLUTION R-23-29** A Resolution authorizing acceptance of a Sourcewell proposal from Key Equipment and Supply Company for the purchase of a Vactor 2100i Combination Sewer Cleaner in the total amount of \$549,983.24.
- 16. RESOLUTION R-23-30** A Resolution authorizing acceptance of a proposal from Feld Fire, Carroll, IA, for the purchase of a 2023 Spartan 2120 S180 Metrostar Pumper for a total purchase amount not to exceed \$677,035.00.
- 17. RESOLUTION R-23-31** A Resolution authorizing acceptance of a proposal from Custom Truck One Source for the purchase of a Versalift VST-40MHI Bucket Truck in the total amount of \$180,014.00.

- 18. RESOLUTION R-23-32** 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, 2023, through June 30, 2024.
- 19. Other Business.**
- 20. Adjournment.**

Representatives of the News Media may obtain copies of this notice by contacting:
Kris Keller, City Clerk Posted at: 4:10 pm
Date: June 22, 2023
City of Gladstone
7010 North Holmes
Gladstone, MO 64118
(816-423-4096



***Community Development Department
Memorandum***

DATE: June 20, 2023

TO: Bob Baer, 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 Deb Hermann, CEO and Kimalee Carole, Special Projects Coordinator present NNI's annual update to the City Council at the June 26, 2023 open study session.

The Resolution for the 2023 – 2024 Agreement with NNI will be on the City Council's agenda June 26, 2023 for Council's consideration.



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
JUNE 12, 2023**

PRESENT: Mayor Jean Moore
Mayor Pro Tem Tina Spallo
Councilman Bill Garnos
Councilman R.D. Mallams
Councilman Les Smith

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

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

Mayor Moore opened the Regular City Council Meeting Monday, June 12, 2023 at 7:35 pm.

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

Mayor Moore stated that all Councilmembers were present.

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

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

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 22, 2023, Closed City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the May 22, 2023, Closed City Council Meeting as presented. **Councilman Smith** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Item No. 6. On the Agenda. Approval of the May 22, 2023, Regular City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the May 22, 2023, Regular City Council meeting as presented. **Councilman Smith** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

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

There were no communications from the audience.

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

Councilman Smith shared that the corner of NW 72nd Street and N. Broadway was purchased by a local businessman, Larry Gromer, and he has made tremendous improvements to the property.

Councilman Garnos stated that he had a conflict on June 20, 2023 and would not be able to attend both the rescheduled BZA meeting and the Parks and Recreation Advisory Board meeting. Councilman Smith volunteered to attend one of the meetings in his place.

Mayor Pro Tem Spallo shared that she had the honor and privilege to represent Gladstone in the PRIDE parade along with two other local government entities, Kansas City and Jackson County. She congratulated Finance Director Accurso, for implementing the new online water billing process and reported that it was a seamless process to register her account.

Mayor Moore thanked Mayor Pro Tem Spallo for representing Gladstone in the parade. She reported there were fourteen (14) volunteers on Saturday, June 3, 2023 for Glad Green Team trash pick-up day on North Oak Trafficway. She thanked all participants that have joined the team. The Mayor expressed her thanks to Director Merkey, his staff, and the vendors for their efforts at the Food·Art·Drink festival. She also reported that a group of staff members from the City joined her and Councilman Smith at the MARC luncheon last Friday.

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

City Manager Baer thanked the friends of the AJ Farm and Geocatchers who participated in the clean-up of the Big Shoal Cemetery. He announced that the Municipal Pool successfully opened May 27, 2023 and there were 1,700 people in attendance the first day and over 5,000 people within the first week. He thanked all the park staff that prepared the pool for the summer season.

Item No. 10. On the Agenda. Consent Agenda.

Following the Clerks' reading:

Councilman Mallams moved to approve the Consent Agenda as published. **Councilman Smith** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Mallams moved to approve the following **SPECIAL EVENT PERMITS**:

Theatre in the Park Run/Walk Fundraiser, Oak Grove Park, Saturday, June 24, 2023, 8:00 am to 12:00 pm.

Good Shepherd Church (GS Disc Golf), Professional Disc Golf Association (PDGA) Flex Start (Disc Golf) Tournament, Hobby Hill Park, Sunday, August 13, 2023, 1:00 to 5:00 pm, Sunday, October 8, 2023, 8:00 am to 6:00 pm, and Sunday, December 10, 2023, 12:00 to 4:00 pm.

Councilman Smith seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Mallams moved to approve **RESOLUTION R-23-20** A Resolution declaring certain City property surplus and authorizing the sales and/or disposal of such property held by the City to the highest bidder via online auction, sealed bid, and/or otherwise disposed of as approved by the City Manager. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Mallams moved to approve **RESOLUTION R-23-21** A Resolution authorizing acceptance of work under contract with Nationwide Turf Installation for the Happy Rock Park Trail Replacement, Project CP2358C, and authorizing final payment in the amount of \$500.00. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Mallams moved to approve **RESOLUTION R-23-22** A Resolution authorizing the City Manager to execute a Professional Engineering Services Agreement with VSM Engineering, LLC, in the total amount not to exceed \$65,080.00 for the Northeast 68th Terrace and North Bellefontaine Storm Drainage Project Design, Project CP2331. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Mallams moved to approve the **FINANCIAL REPORT FOR 10 MONTHS ENDING APRIL 30, 2023**. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

REGULAR AGENDA

Item No. 11. On the Agenda. **RESOLUTION R-23-23** A Resolution authorizing the City Manager to execute a contract with Metro Asphalt, Incorporated, in the total amount not to exceed \$848,965.00 for the FY24 Mill and Overlay Program, Project TP2406.

Councilman Smith moved to approve **RESOLUTION R-23-23** A Resolution authorizing the City Manager to execute a contract with Metro Asphalt, Incorporated, in the total amount not to exceed \$848,965.00 for the FY24 Mill and Overlay Program, Project TP2406. **Mayor Pro Tem Spallo** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Item No. 12. On the Agenda. **RESOLUTION R-23-24** A Resolution adopting the 2024 Annual Operating Budget for the City of Gladstone, Missouri, and authorizing the expenditures of funds for Municipal Services.

Mayor Pro Tem Spallo moved to approve **RESOLUTION R-23-24** A Resolution adopting the 2024 Annual Operating Budget for the City of Gladstone, Missouri, and authorizing the expenditures of funds for Municipal Services. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Item No. 13. On the Agenda. **PUBLIC HEARING:** Special Use Permit for Wireless Communications Facility, 710 A Northeast 76th Street.

Mayor Moore opened the Public Hearing at 7:45 pm.

Community Development Director Austin Greer provided the staff report for the Wireless Communications Facility. He explained the current and past zoning history, planned and surrounding

plan uses, and the applicable zoning and subdivision Ordinance, as well as the Comprehensive Plan. Director Greer provided the following analysis: the applicant is proposing to build a wireless support structure that will expand service for Gladstone and Clay County residents on property located at 710 A NE 76th Street and that the monopole will be approximately 115' tall. He continued to explain the surrounding uses of the proposed location; M-1 Light Industrial (primarily auto related type businesses), R-1 Single Family Dwelling Unit (Oak Grove park, Oak Park High School, and Linden Mobile Home & RV Park), C-4 Small Warehouse, and Storage District (Public Mini Storage). He proceeded to report that currently, the property is undeveloped, commercial, and industrial in nature. The wireless support structure will have the capacity to accommodate up to four (4) different carriers. The facility will have a six (6) foot decorative masonry wall with landscaping in accordance with City Code, since the facility is visible from the Northeast corner of the Linden Mobile Home and RV Park. He shared that the proposed wireless support structure is a leasehold space on the private property of Thomas Sims.

Director Greer continued with the City Staff recommendations of the following conditions, if the City Council chooses to approve the project request:

1. Tillman Infrastructure, LLC shall apply for and maintain all applicable State and City business, professional, and occupational licenses.
2. Detailed construction plans shall be submitted to the City for permit consideration by the City Council.
3. Photometric documentation of existing conditions of all parts of the development site shall be submitted prior to issuance of permits. Any damage shall be repaired at the applicant's expense.
4. Adhere to all set back requirements in accordance with Gladstone city code.
5. Install and maintain in perpetuity tree screening on all sides of the facility.
6. The proposed 6 ft. tall wall will be maintained free of defects in perpetuity.
7. The tower height shall be a limited to 150 feet.
8. The tower compound shall be limited to 50' X 50'.
9. No commercial signage is allowed.
10. Any construction, wiring, or other such work to the wireless support structure, other relates structures on the site, or the site generally shall require the appropriate permit(s) from the City of Gladstone.
11. All fire safety and building inspection requirements for the structure made by the City of Gladstone in addition to all fire safety requirements for such State license shall be installed and maintained as required within 30 days after the issuance of this permit.
12. The applicant shall submit a detailed lighting plan for consideration prior to permit approval.
13. Any violation of these conditions may result in the cancellation of this Special Use Permit.

Director Greer reported that City Staff recommends the request be approved, contingent upon the conditions listed above. He also conveyed that the Planning Commission voted unanimously in favor of the project. He then reported that the applicant, Mr. Patrick Erwin was present and would introduce himself.

Mayor Pro Tem Spallo inquired about the lease and if the property can be sold with the 20-year Special Use Permit. Director Greer responded that was a legal question and not able to answer it and referred that question to the applicant.

Mayor Moore requested Director Greer to clarify the length of the 20-year Special Use Permit. Director Greer reported that 20 years is rather standard, due to the investment being made, nature of the project,

and that a telecommunications tower is outside the normal Special Use Permits that comes before the Council.

Applicant Patrick Erwin approached the Council and reported that they would accept all of the conditions of the Special Use Permit. He stated that the project is to establish better service for the FirstNet Communications system; an all first responder personal communications system designed for public safety that is built with AT&T. He continued to share that AT&T will utilize the structure for its commercial purposes, which is a secondary benefit. He explained that one of the primary goals is to provide service that covers Oak Park High School and its property. He reported that they meet all City Staff requirements and they had been working on this project for over a year and a half. He concluded that this property was the best location.

Mayor Moore inquired if FirstNet and AT&T is considered one carrier and if the tower will service four different companies. Mr. Erwin clarified that it was considered one carrier and confirmed the tower should be able to accommodate every carrier operating within the Gladstone and Clay County area. She also requested the predicted time frame for construction if approved. Mr. Erwin stated that it would be early 2024.

Councilman Garnos inquired if the significant restrictions that state legislature previously placed on municipalities on what could be imposed on cell phone towers would be met with the conditions of the Special Use Permit. Mr. Erwin reported that he had his outside counsel present and responded that the limitation to the Special Use Permit may be in conflict with the Missouri Statutes, but none others were mentioned. He also declared that he submitted a supplemental narrative with his application.

Mayor Moore asked if there was anyone who desired to address the Council in favor of the application.

There were none.

Mayor Moore asked if there was anyone who desired to address the Council in opposition of the application.

There were none.

Mayor Moore closed the Public Hearing at 7:55 pm.

Item No. 14. On the Agenda. **FIRST READING BILL NO. 23-20** An Ordinance granting a Special Use Permit subject to certain conditions to Tillman Infrastructure, LLC., to operate a wireless communications facility at 710 A Northeast 76th Street.

Mayor Pro Tem Spallo moved **BILL NO. 23-20** be placed on its First Reading. **Councilman Mallams** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

Mayor Pro Tem Spallo moved to accept the First Reading of **BILL NO. 23-20**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Mallams** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

Mayor Pro Tem Spallo moved to accept the Second and Final Reading of **BILL NO. 23-20** and enact the Bill as **Ordinance 4.639**. **Councilman Mallams** seconded.

Roll Call vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) Mayor Moore stated **BILL NO. 23-20** stands enacted as **Ordinance Number 4.639**

Item No. 15. On the Agenda. FIRST READING BILL NO. 23-21 An Ordinance directing the City Manager to execute a Cooperative Agreement with the North Kansas City School District for providing a School Resource Officer at Antioch Middle School.

Councilman Mallams moved **BILL NO. 23-21** be placed on its First Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilman Mallams moved to accept the First Reading of **BILL NO. 23-21**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilman Mallams moved to accept the Second and Final Reading of **BILL NO. 23-21** and enact the Bill as **Ordinance 4.640**. **Councilman Smith** seconded.

Roll Call vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 23-21** stands enacted as **Ordinance Number 4.640**.

Item No. 16. On the Agenda. Other Business.

There was no other business.

Item No. 17. On the Agenda. Adjournment.

Mayor Moore adjourned the June 12, 2023, Regular City Council meeting at 8:00 pm.

Respectfully submitted:

Kris Keller, City Clerk

Approved as presented: _____

Approved as modified: _____

Jean B. Moore, Mayor

PROCLAMATION

A PROCLAMATION RECOGNIZING THE BENEFITS OF PARKS AND RECREATION AND DECLARING THE MONTH OF JULY 2023, 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, Jean B. Moore, Mayor of the City of Gladstone, Missouri, on behalf of the Gladstone City Council and all Gladstone residents do hereby proclaim July, 2023 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 26th day of June 2023



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 6/21/2023

Department: Community Development

Meeting Date Requested: 6/26/2023

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

Subject: Special Event Permit

Background: Sharp Agent KC – Re/Max Revolution will be hosting a client appreciation event. They will be offering hot air balloon rides to their clients.

The event will take place at Happy Rock Park West on Saturday, July 8, 2023, from 5:00 pm to 9:00 pm.

Budget Discussion: N/A

Public/Board/Staff Input: N/A

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

Alan Napoli
Community Development Administrator

JM
City Attorney

BB
City Manager

LETTER OF TRANSMITTAL



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



TO: CITY COUNCIL
FROM: COMMUNITY DEVELOPMENT
DATE: JUNE 21, 2023
PERMIT NO.: BP23-00075
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: CLIENT APPRECIATION EVENT
LOCATION OF EVENT: 7512 NE ANTIOCH ROAD
HAPPY ROCK PARK WEST
DATE OF EVENT: SATURDAY, JULY 8, 2023
TIME OF EVENT: 5:00 PM TO 9:00 PM
EST. ATTENDANCE: 100±

REQUESTED TEMPORARY VARIANCE:

- ☐ Section 2.120.050 Noise prohibited.
- ☐ Section 2.130.010(2) Park rules and regulations (hours).
- ☐ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
- ☐ Section 2.135.040 Prohibition of smoking on or within all public park grounds.
- ☐ Section 2.140.040 Public fireworks display prohibited, exceptions.
- ☐ Section 5.110.1800 Drinking in public.
- ☐ Section 5.160.230(a) Street use permit (street use permit allowed).
- ☒ Section 9.1600.110 Temporary signs.
- ☐ Section 2.100.250(1) Outdoor display, sale and storage
- ☐ Section 2.100.250(3) Sales transactions

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

Signed: _____

Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

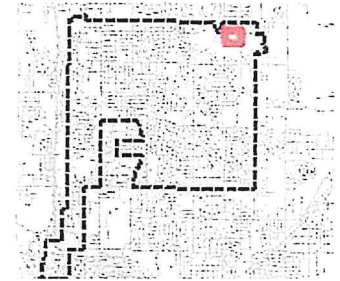
ATTACHMENT(S):

☒ Map

☐ Other _____



Gladstone, MO



Legend

- Stop Sign
- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
- Church
- Apartment Point
- Street Centerline
- Edge Of Pavement
- Driveway
- City Limits
- Parcel
- House Number
- School Polygon
- Villages
- Apartment Polygon

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Request for Council Action

RES ☒ **# R-23-25**

BILL ☐ **# City Clerk Only**

ORD **# City Clerk Only**

Date: 6/8/2023

Department: Parks & Recreation

Meeting Date Requested: 6/26/2023

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

Subject: Final payment approval, Project CP2358A, Happy Rock Park Softball Complex Playground

Background: Work has been completed on the referenced project and the Contractor, Play and Park Structures, Incorporated, has made application for final pay.

Budget Discussion: Funds for this contract were budgeted from the American Rescue Plan Act.

Original Contract Amount:	\$ 157,954.31
Change Order(s):	-
Revised Contract Amount:	\$ 157,954.31
Amount Paid to Date:	157,454.31
Total Amount Due Final Pay:	\$ 500.00

Public/Board/Staff Input: N/A

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

Justin Merkey
Department Director/Administrator

JM
City Attorney

BB
City Manager

RESOLUTION NO. R-23-25

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH PLAY AND PARK STRUCTURES, INCORPORATED, FOR THE HAPPY ROCK PARK SOFTBALL COMPLEX PLAYGROUND REPLACEMENT PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$500.00 FOR PROJECT CP2358A.

WHEREAS, work under the contract with Play and Park Structures, Incorporated, for the Happy Rock Park Softball Complex Playground Project CP2358A, has been completed to the satisfaction of the Director of Parks, Recreation and Cultural Arts.

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

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

Original Contract Amount:	\$ 157,954.31
Change Order(s):	-
Revised Contract Amount:	\$ 157,954.31
Amount Paid to Date:	157,454.31
Total Amount Due Final Pay:	\$ 500.00

FURTHER, THAT, funds for such purpose are authorized from the American Rescue Plan Act.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-26

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 6/16/2023

Department: Finance

Meeting Date Requested: 6/26/2023

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

Subject: Network Firewall

Background: The current firewall that the City is using for the network has reached the end of its useful life. Support for the device is no longer available. Staff is recommending purchasing a new firewall.

Budget Discussion: Funds are budgeted in the amount of \$ 28,073 from the CIST Fund. Ongoing costs are estimated to be \$0 annually. Previous years' funding was \$0.

Public/Board/Staff Input: Staff is proposing a new firewall that will offer more robust network security and connectivity. The new firewall will also provide redundancy if the City should experience an internet provider outage (similar to what happened a couple of times earlier this year) and allow to switch from one internet provider to another. Bids for the firewall were solicited with Logicalis being the low bidder. Three years of threat protection is also included at this cost.

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

Dominic Accurso
Department Director/Administrator

JM
City Attorney

BB
City Manager

RESOLUTION NO. R-23-26

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM LOGICALIS FOR THE ACQUISITION OF TWO (2) FORTIGATE-210F HARDWARE PLUS THREE (3) YEAR FORTICARE PREMIUM AND FORTIGUARD UNIFIED THREAT PROTECTION (UTP) PACKAGES IN THE TOTAL AMOUNT OF \$28,072.98.

WHEREAS, the existing Firewall is at the end of its useful life and the new Firewall would provide improved network security and connectivity, which is necessary for the co-located dispatch.

WHEREAS, staff solicited bids for the purchase of two (2) Firewall Packages. The request for bids was sent to three (3) vendors. All of the vendors submitted bids; and

WHEREAS, the lowest bid that meets all of the specifications is that of Logicalis; and

WHEREAS, it is the recommendation of the Director of Finance to accept the bid of Logicalis for two (2) Fortigate-201F Hardware plus 3 Year FortiCare Premium and FortiGuard United Threat Protection (UTP) packages in the total amount of \$28,073.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to accept the proposal of Logicalis in the amount of \$28,072.98.

FURTHER, THAT, funds for such purpose are authorized from the Capital Improvement Sales Tax Fund (American Rescue Plan Act funding for co-located dispatch).

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-22-27

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 6/16/2023

Department: Finance

Meeting Date Requested: 6/26/2023

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

Subject: 2023 Fiscal Year Budget Amendment

Background: With the 2023 fiscal year coming to a close, staff analyzes revenues and expenditures to ensure that the City has the appropriate budget authority to pay expenditures through the end of the fiscal year.

Budget Discussion: N/A

Public/Board/Staff Input: In completing a review of revenues and expenditures for the 2023 fiscal year, staff is recommending a budget amendment for the 2023 fiscal year. The main reason for the budget amendment is to allow the transfer of ARPA funds out of the home fund (General Fund) to the respective funds where the projects are being completed (budget authority approved at midyear for project funds). An equal amount of revenue will be recognized. ARPA funding was also used to assist in funding the restoration of the water transmission line at Englewood and Broadway. In addition to the budgeting of the ARPA transfer from the General Fund, the City took delivery of two new ambulances. One ambulance was ordered during the 2021 fiscal year (funding will come from an equity transfer due to the planned expenditure occurring in a previous fiscal year) and the other was purchased due to damage rendering the ambulance a "total loss." Funding for the second ambulance will come from insurance proceeds. During the fiscal year Community Center expenditures for personnel, building maintenance, and property and liability insurance are estimated to exceed projected budget authority. Additional expenditures will be offset by increases in both charges for services and facility rental. A detailed list of funding sources, projects, and expenditures will follow the RCA.

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

Dominic Accurso
Department Director/Administrator

JM
City Attorney

BB
City Manager

2023 BUDGET AMENDMENT DETAIL

<u>Fund</u>	<u>Project Description</u>	<u>Funding Source</u>	<u>Revenue</u>	<u>Expenditure</u>
General Fund				
		ARPA	4,600,000	
		Equity	244,300	
		Insurance Proceeds	120,700	
	Ambulance (2)			365,000
	Community Center Operations			1,000,000
	Co-located dispatch (construction)			500,000
	Co-located dispatch (equipment)			600,000
	Happy Rock Park (trail, play equipmenet, softball fields)			500,000
	Sidewalk repair			600,000
	Mill & Overlay			600,000
	Watermain at Broadway & Englewood			200,000
Combined Waterworks and Sewerage System Fund				
	Watermain at Broadway & Englewood		200,000	
	Watermain Replacement			600,000
	Watermain at Broadway & Englewood			200,000
	Totals		5,165,000	5,165,000

RESOLUTION NO. R-23-27

A RESOLUTION REVISING THE GENERAL FUND AND COMBINED WATERWORKS AND SEWERAGE SYSTEM FUND FY23 MIDYEAR BUDGET FOR THE CITY OF GLADSTONE, MISSOURI AND AUTHORIZING EXPENDITURES OF FUNDS.

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

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

THAT, the Community Center Sales Tax Fund and Transportation Sales Tax Fund expenditure budget be revised as set forth below:

	REVISING BUDGET RESOLUTION	REVISING BUDGET RESOLUTION	
INCREASE	<u>NO. R-23-04</u>	<u>NO. R-23-XX</u>	<u>(DECREASE)</u>
GENERAL FUND	\$22,947,712	\$27,912,712	\$4,965,000
COMMUNITY CENTER AND PARKS SALES TAX FUND	\$4,594,323	\$4,744,323	\$150,000
COMBINED WATERWORKS AND SEWERAGE SYSTEM FUND	\$14,528,296	\$14,728,296	\$200,000

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

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ **# R-23-28**

BILL ☐ **# City Clerk Only**

ORD **# City Clerk Only**

Date: 6/16/2023

Department: Public Works

Meeting Date Requested: 6/26/2023

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

Subject: Missouri Department of Natural Resources (MODNR) Water Service Line Inventory Grant Application

Background: Water systems are required to develop an inventory of service line materials (both public and private) by October 2024 as part of the EPA Lead and Copper Rule Revisions (LCRR). The primary goal of the program is to identify and ultimately remove lead service lines from service. The number of lead service lines in Gladstone is minimal; however, the City is still required to complete the inventory and to remove them from service when discovered. The City is seeking \$125,000 in grant funds to combine with \$200,000 in local funds.

Budget Discussion: The local match is budgeted in FY24 in the CWSS Fund.

Public/Board/Staff Input: Staff recommends that the City pursue this grant opportunity. Furthermore, an RFP was recently issued seeking a consultant to assist with completion of the inventory. A contract for this work and a presentation on the LCRR program will be made to the City Council at a future date.

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager

RESOLUTION NO. R-23-28

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE A PROJECT APPLICATION SEEKING MISSOURI DEPARTMENT OF NATURAL RESOURCES (MODNR) GRANT FUNDING TO ASSIST IN THE DEVELOPMENT OF A WATER SERVICE LINE MATERIAL INVENTORY.

WHEREAS, MODNR is accepting grant applications from water systems to assist in the development of a water service line material inventory and for the replacement of lead service lines where applicable.

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

THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to execute and file a project application seeking grant funding for this purpose; and

FURTHER, THAT, the City Manager and the City Clerk of the City of Gladstone, Missouri are hereby authorized to furnish such information that MODNR may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the City including a resolution on MODNR's adopted form, to furnish such assurances to MODNR as may be required by law or regulation, and to receive payment on behalf of the City.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



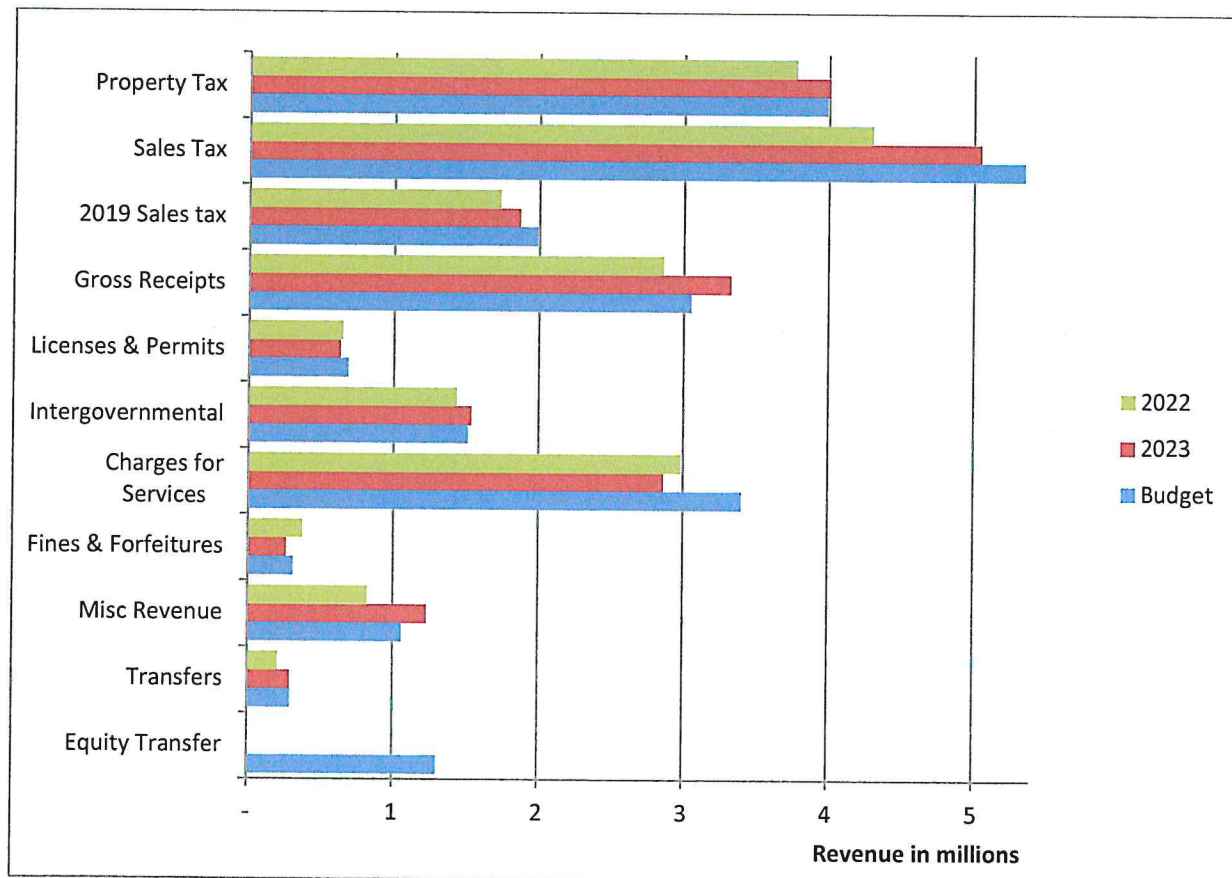
CITY OF GLADSTONE MISSOURI

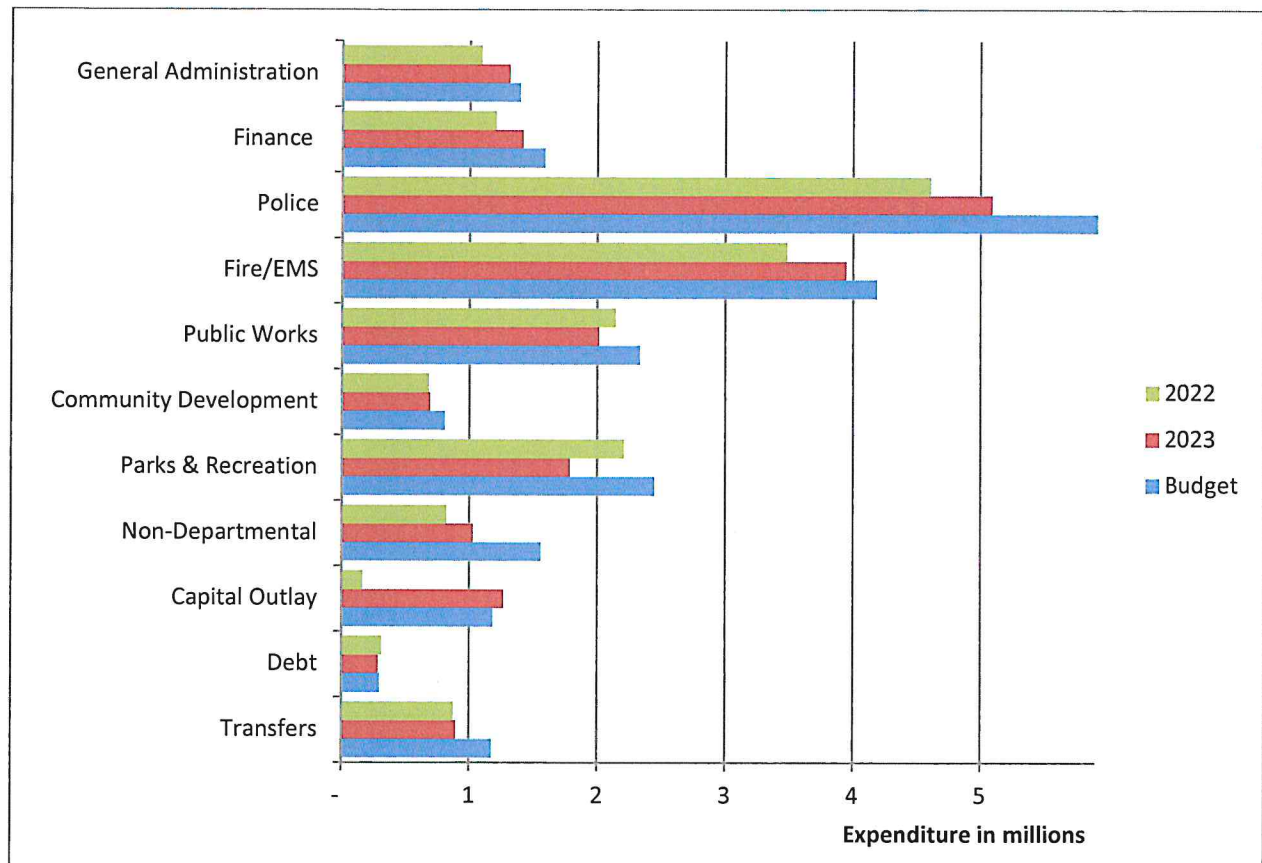
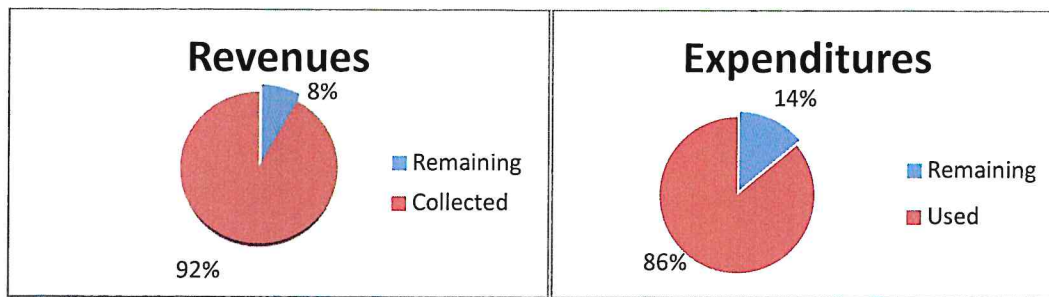
Financial Report for 11 Months Ending
May 31, 2023

GENERAL FUND

General Fund Revenues

Total revenues for the General Fund through 11 months or 92% of this fiscal year are \$21,075,874 compared to total budgeted revenues for the year of \$22,947,712 or 92% of budgeted revenue. Revenue from property tax is \$4,004,755 or an increase of 6% or \$232,479 from the same time last year. Sales tax on a cash basis is \$5,052,485 or \$750,712 (17%) over last year. The 2019 sales tax (1/2 cent sales tax passed in 2019) is \$1,869,403, an increase of 8%. Gross receipts taxes are \$3,324,252, an increase of \$467,617 or 16% from last year due to the hotel tax and timing of receipts. License and Permit revenues are \$632,784, comparable to FY22. Intergovernmental revenue is \$1,537,979 or \$103,191 (7%) over the previous year due to increased receipts from the state gas tax. Charges for Services are \$2,863,010, a decrease of 4% or \$122,508 compared to the previous year primarily due to senior activities. Fines and Forfeitures have decreased \$110,029 or 29% from the same time last year to \$265,016. Miscellaneous Revenue is \$1,233,190, an increase of \$410,854 due to interest revenue and insurance proceeds. Debt proceeds are not budgeted for the current fiscal year. Revenue from inter-fund transfers is \$293,000. An equity transfer of \$1,303,500 is budgeted for the General Fund.

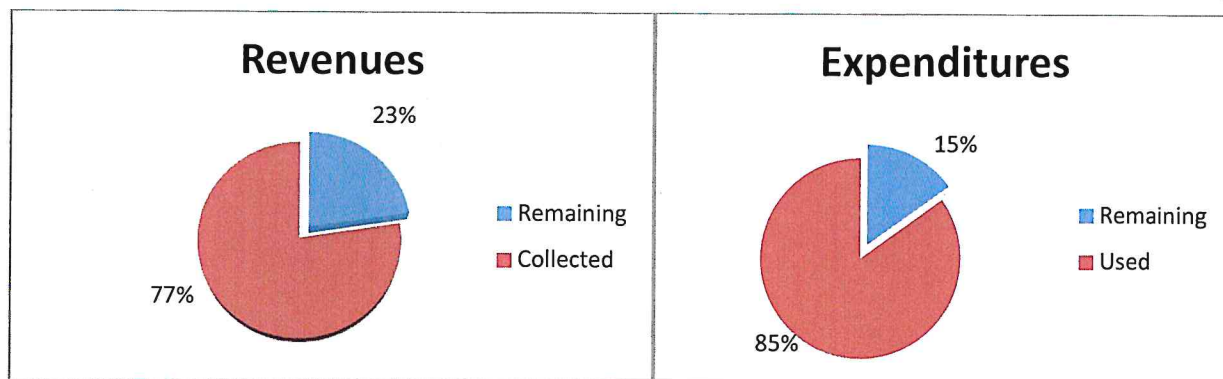
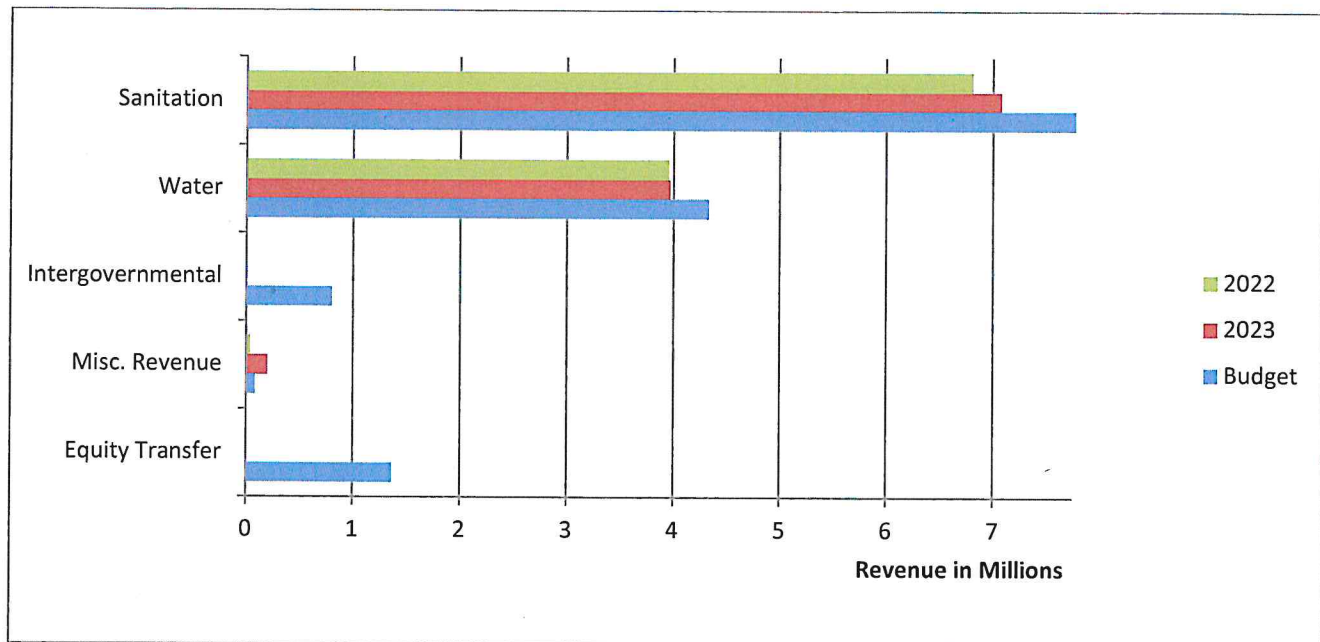




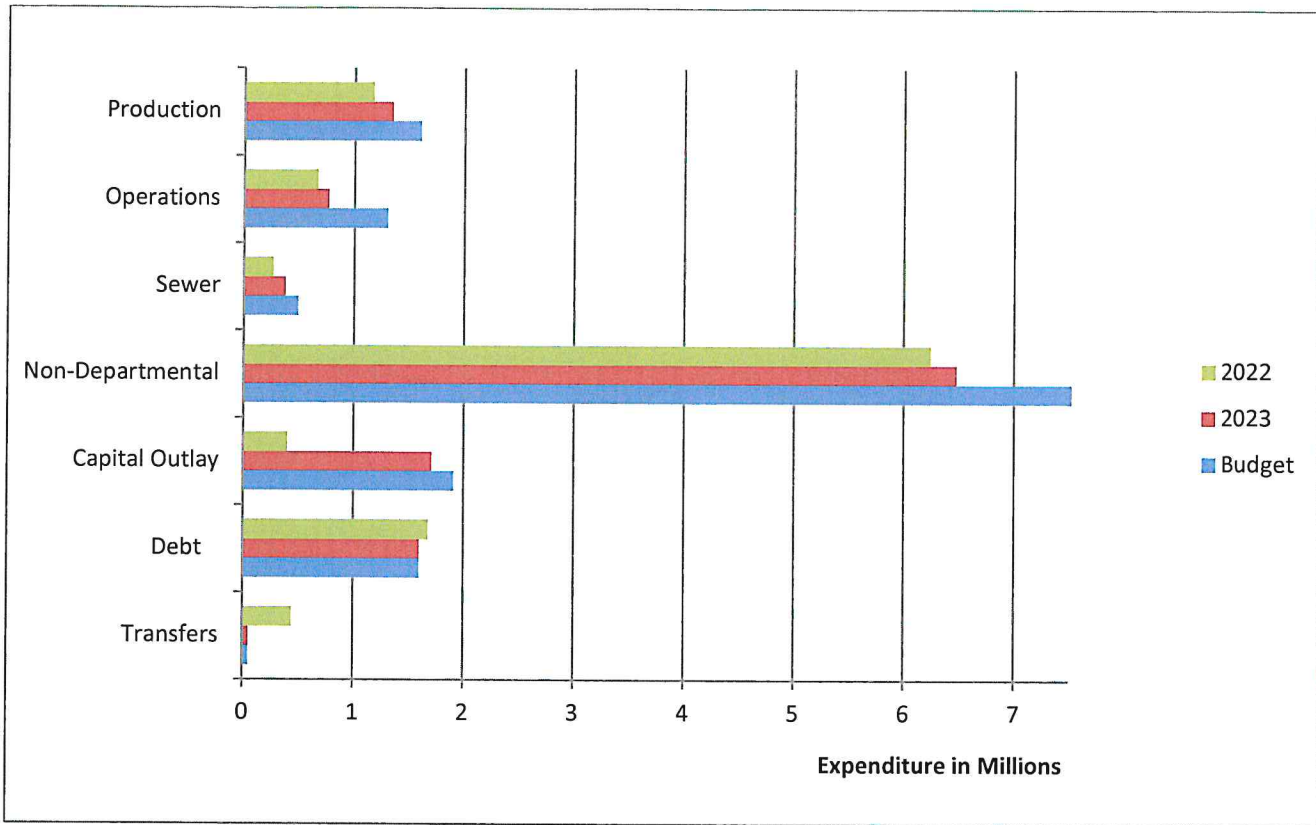
Expenditures through 11 months or 92% of this fiscal year amounted to \$19,746,477 or 86% of FY23 budgeted expenditures of \$22,947,712. This indicates that actual expenditures are 12% or \$2,159,759 more than last year's expenditures of \$17,586,718. General Administration expenditures are \$1,310,709, an increase of \$219,607 or 20% due to changes in staffing and contractual obligations. Finance expenditures have increased to \$1,416,497 due to changes in personnel and equipment maintenance. Police expenditures are \$5,093,587, an increase of \$486,592 or 11% due to increased personnel costs. Fire/EMS expenditures have increased \$460,964 to \$3,945,922 due to increases in personnel and vehicle maintenance and repairs. Public Works expenditures are \$2,014,680, \$126,458 or 6% less than the prior year due to decreases in heavy equipment maintenance and timing of contractual obligations. Community Development expenditures are \$691,832, an increase of \$11,548. Parks & Recreation expenditures are \$1,786,810, down \$419,461 from the same time last year due to senior activities. Non-Departmental expenditures are \$1,030,784, an increase of \$210,752 due to liability and property insurance. Capital Outlay is \$1,271,120. Payments for debt are \$289,536, a decrease of \$23,744 due to lease purchases falling off the debt schedule. Transfers from the General Fund are \$895,000. Current revenues exceed current expenditures in the amount of \$1,329,397.

COMBINED WATER AND SEWERAGE SYSTEM FUND

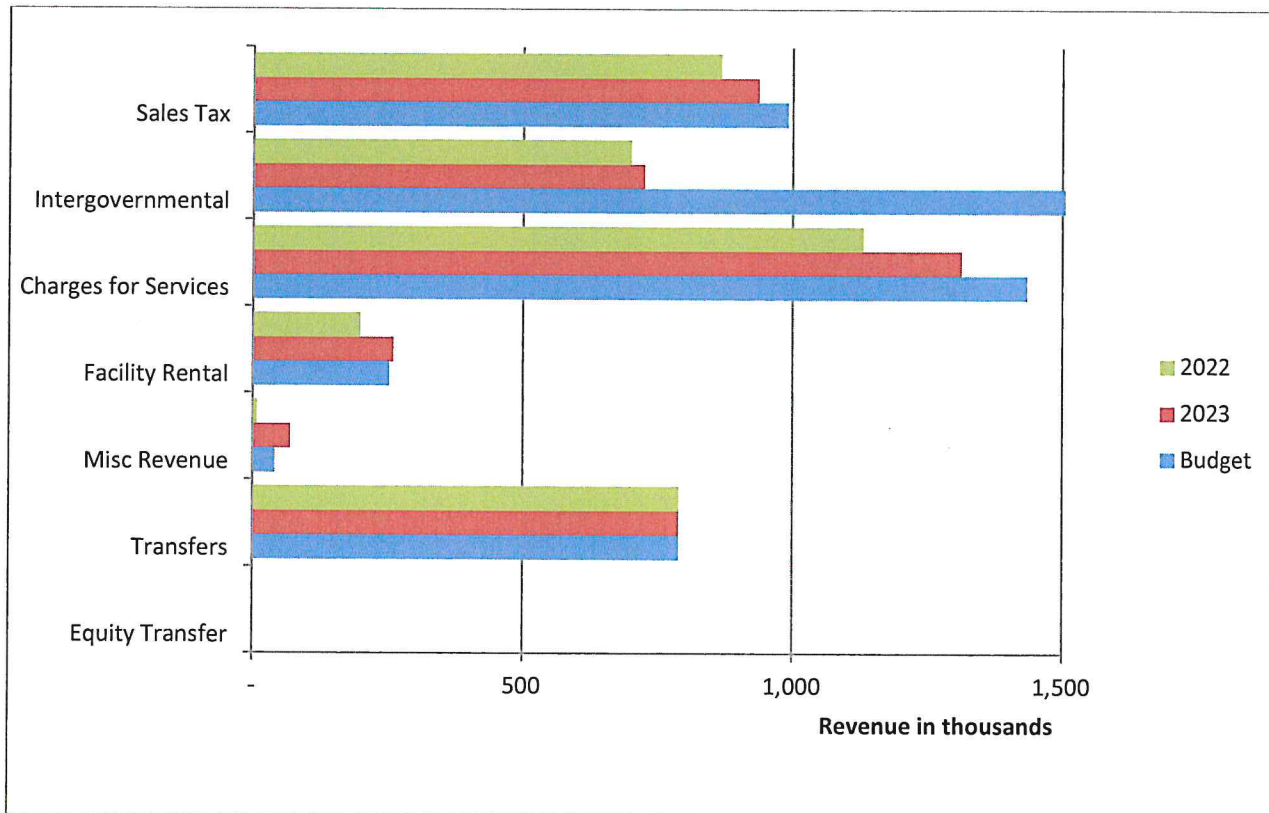
Total budgeted revenues for the fiscal year are \$14,528,296. Total revenues through 11 months or 92% of this fiscal year, amounted to \$11,247,595 or 77% of FY23 budgeted revenues. Charges for sanitation are \$7,080,024, an increase of \$267,827. Charges for water have increased to \$3,969,088. Intergovernmental revenue is budgeted at \$800,000 and will be recognized later in the fiscal year (Clay County ARPA contribution for water main replacements). Miscellaneous revenue has increased \$159,968 to \$198,483 due to interest revenue. An equity transfer of \$1,364,000 was budgeted at midyear to fund additional water main replacements (2020 COP project).

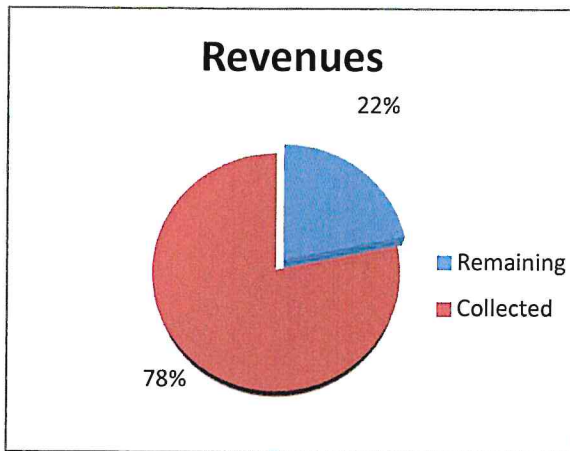


Total budgeted expenditures for the fiscal year are \$14,528,296. Total expenditures through 11 months or 92% of this fiscal year amounted to \$12,341,867 or 85% of FY23 budgeted expenditures. Production expenditures are \$1,349,625, an increase of \$180,418 due to increases in chemicals and repairs to the east secondary basin. Operations division expenditures are \$769,306, an increase of \$103,682 due to increases in personnel costs and supplies. Sewer division expenditures are \$377,889. Non-departmental expenditures are \$6,481,450, an increase of \$237,891 due to increased sewer charges from Kansas City. Capital outlay is \$1,711,416, an increase of \$1,309,949 due to water main repairs and replacements. Payments for debt have decreased 5% or \$78,078 to \$1,602,181 due to lease purchases falling off the debt schedule. Current expenditures exceed current revenues by \$1,094,273.



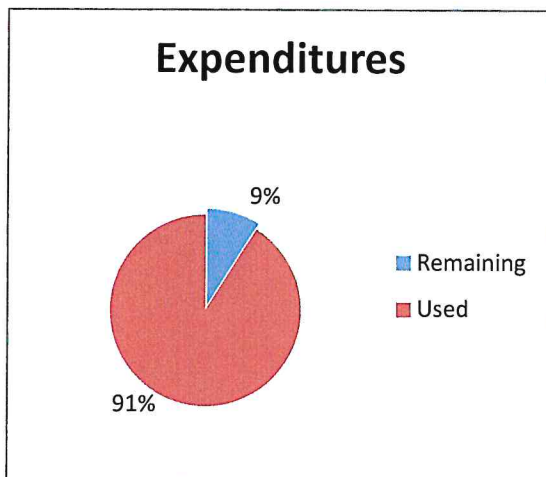
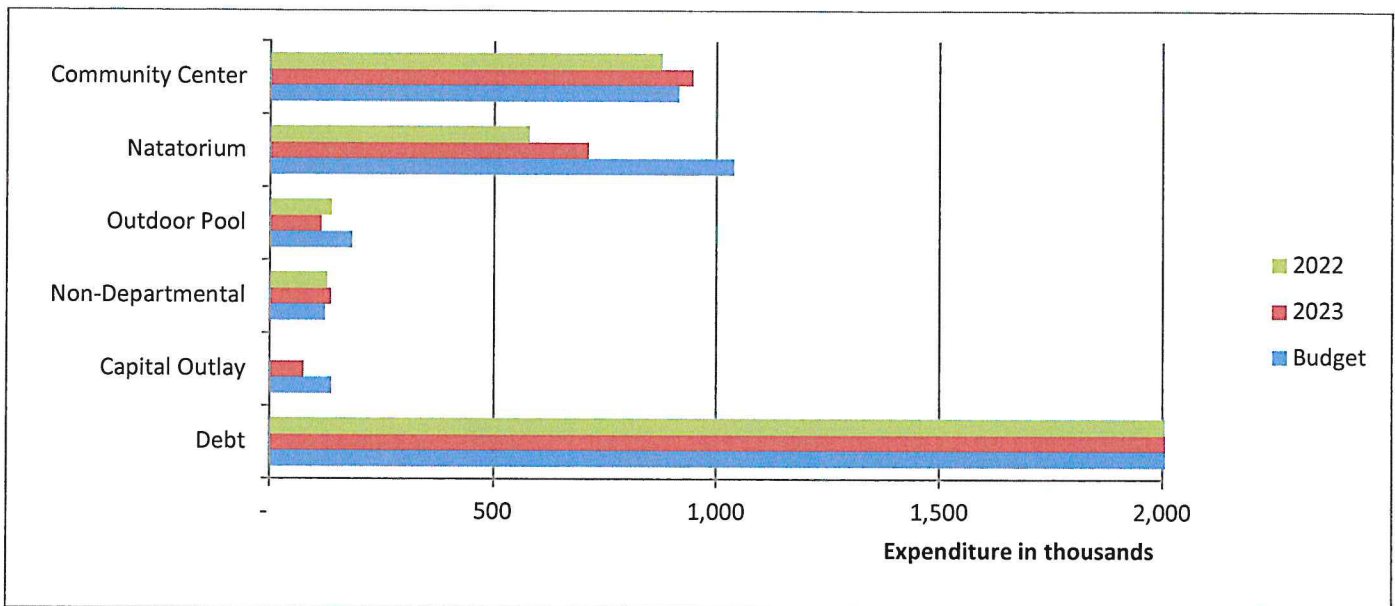
COMMUNITY CENTER AND PARKS TAX FUND





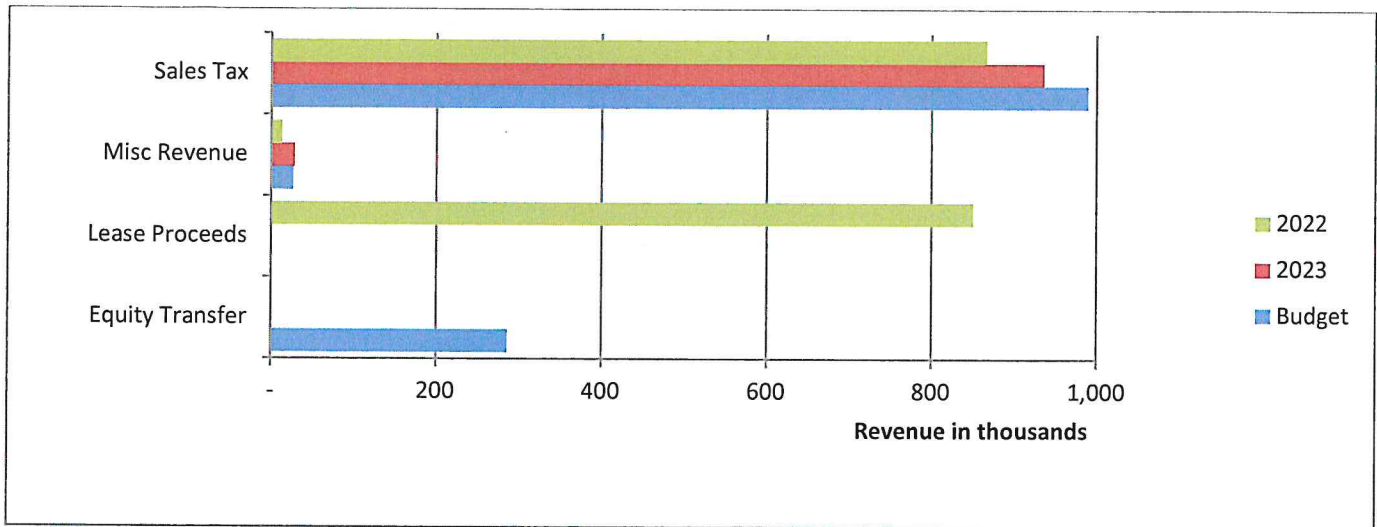
Total budgeted revenues for the fiscal year are \$5,231,581. Total revenues through 11 months or 92% of this fiscal year, amounted to \$4,093,462 or 78% of FY23 budgeted revenues. Sales tax received is \$936,171, an increase of \$70,005 (8%) from the previous year. Intergovernmental revenue consists of a charge to the North Kansas City School District for the natatorium \$725,000 and \$1,000,000 in ARPA funding (ARPA funding will be added at year end). Charges for services are \$1,313,281, an increase of \$182,554 (16%). Revenue from facility rental is \$260,172, an increase of \$61,500 (31%). Miscellaneous revenue is \$69,838. Transfers to the fund are \$789,000. There is no equity transfer budgeted

for the fiscal year.

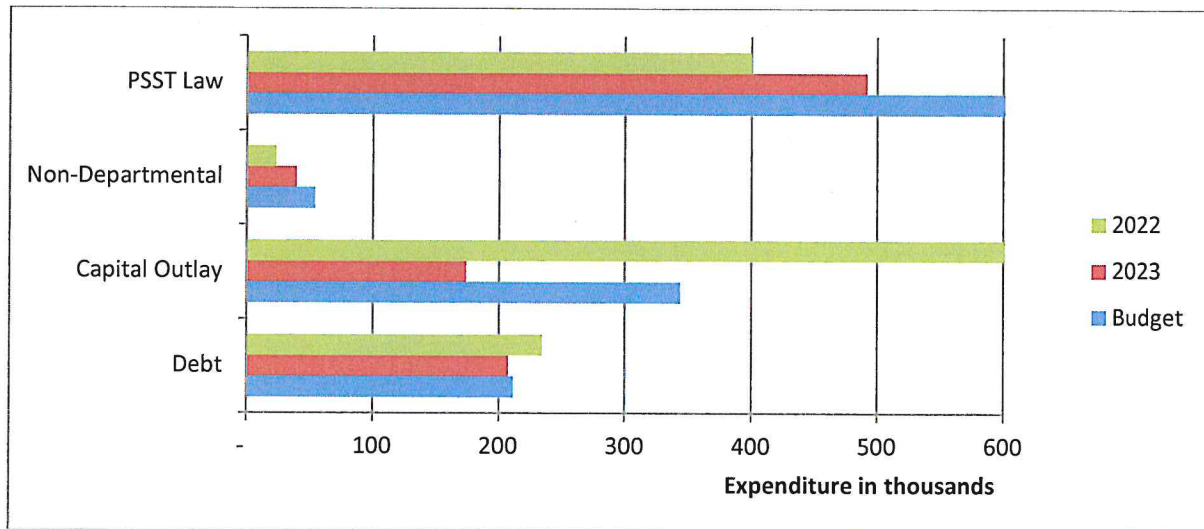
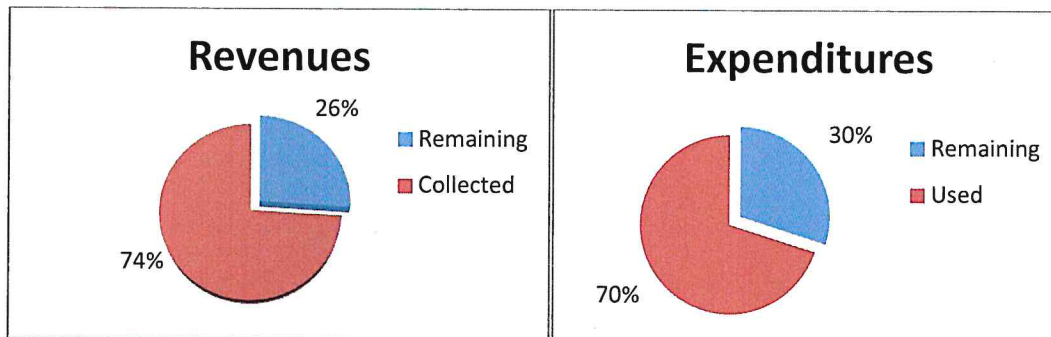


Total budgeted expenditures for the fiscal year are \$4,594,323. Total expenditures through 11 months or 92% of this fiscal year amounted to \$4,182,225 or 91% of FY23 budgeted expenditures. Community Center expenditures are \$945,553, an increase of \$69,569 (8%) due to changes in staffing and building maintenance. Natatorium expenditures are \$711,582, an increase of \$132,831 (23%) due to increases in building maintenance and personnel costs. Outdoor Pool expenditures are \$115,375, a decrease of \$21,992 (16%) due to outdoor pool maintenance during the previous year. Non-departmental expenditures have increased \$8,418 to \$136,322 due to increases in property and liability insurance. Capital outlay for the fund is \$76,259. Payments for debt are comparable to the previous year at \$2,197,134. Current expenditures exceed current revenues by \$88,762.

PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$1,305,512. Total revenues through 11 months or 92% of this fiscal year amounted to \$964,170 or 74% of FY23 budgeted revenues. Sales tax on a cash basis is \$936,145, or an increase of \$69,997 (8%). Miscellaneous revenue is \$28,025. No lease proceeds are budgeted for this fiscal year. An equity transfer of \$286,012 is budgeted for the fund (completion of radio project from previous year).



Total budgeted expenditures for the fiscal year are \$1,302,512. Total expenditures through 11 months or 92% of this fiscal year are \$912,711 or 70% of the FY23 budgeted expenditures. Law division is \$492,134, an increase of \$92,086 from the same time last year. Non-Departmental is \$39,250, compared to \$23,229 during the previous year. Capital outlay is \$173,853. Payments for debt is \$207,474. The decrease is due to debt issuance cost from the radio project in the previous year. Current revenue over expense for the fund is \$51,458.

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



Request for Council Action

RES # ☐

BILL # ☒ 23-22

ORD # ☒ 4.641

Date: 6/16/2023

Department/Office: Public Works

Meeting Date Requested: 6/26/2023

Public Hearing: ☐ Yes Date:

Subject: Cooperative Agreement for funding operations of the Operation Green Light Traffic Control System

Requested Action: Approve the execution of the Cooperative Agreement for funding operations of the Operation Green Light Traffic Control System.

Background: The City of Gladstone has participated in the Operation Green Light Traffic Control System since 2009. Operation Green Light is a regional arterial traffic signal coordination system as described in the attached brochure. A cooperative agreement with the Mid-America Regional Council is necessary to continue participation through 2026.

Budget Discussion: General. The agreement is for 2023-2026 at a cost of \$4,800 per year for a total amount not to exceed \$19,200. Previous years' funding was \$3,600. Ongoing costs are estimated to be \$4,800 annually.

Public/Board/Staff Input: Staff recommends approval of this agreement.

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY OF GLADSTONE AND THE MID-AMERICA REGIONAL COUNCIL (MARC) FOR FUNDING OPERATIONS OF THE OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM.

Legislative Findings

1. MARC performed a feasibility study, "*Operation Green Light Feasibility Report, June 2000*," which created a regional arterial traffic signal coordination system known as "Operation Green Light;" and
2. The City of Gladstone operates and maintains six (6) traffic signals on North Oak Trafficway that are included in the Operation Green Light Traffic Control System; and
3. The first cooperative agreement to fund operations was executed by the City of Gladstone covering 2009 and amended in 2014, 2017, and 2019; and
4. A fifth agreement is required to fund operations for 2023 through 2026 at a cost of \$4,800.00 per year for a total amount not to exceed \$19,200.00.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute the agreement with the Mid-America Regional Council (MARC) for funding operations of the Operation Green Light Traffic Control System in an amount not to exceed \$19,200.00.

FURTHER, Funds for the program costs are budgeted in the City of Gladstone's General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

1st Reading: June 26, 2023

2nd Reading: June 26, 2023



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 23-23

ORD # ☒ 4.642

Date: 6/20/2023

Department: Public Works

Meeting Date Requested: 6/26/2023

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

Subject: Amend Schedule VIII of the Model Traffic Code to establish new stop sign locations at the northeast and southwest corners of the intersection at N. Walrond Avenue and NE 68th Terrace

Background: The Northaven Gardens HOA recently requested two (2) additional stop signs at this intersection to control east/west traffic in addition to the existing stop signs that control north/south traffic. This intersection is heavily used by area pedestrians including children that attend Chapel Hill Elementary School.

Budget Discussion: Funds are budgeted in the amount of \$ 250 from the General Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$N/A.

Public/Board/Staff Input: The Police Department and Public Works Department recommend amending Schedule VIII of the Model Traffic Code to establish new stop sign locations at this location.

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager

AN ORDINANCE AMENDING SCHEDULE VIII OF THE MODEL TRAFFIC CODE (GLADSTONE MUNICIPAL CODE SECTION 4.100.020) TO ESTABLISH STOP SIGN LOCATIONS AT THE NORTHEAST AND SOUTHWEST CORNERS OF THE INTERSECTION OF NORTH WALROND AVENUE AND NORTHEAST 68th TERRACE.

WHEREAS, The City Council of the City of Gladstone, Missouri, desires to maintain the safety and well being of the citizens of Gladstone, Missouri, in connection with traffic control and has determined the necessity for additional stop sign locations.

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

SECTION 1. TWO (2) NEW STOP SIGNS ADDED. SCHEDULE VIII of the Model Traffic Ordinance (Gladstone Municipal Code Section 4.100.020) is hereby amended by the addition of the following new stop sign locations:

SCHEDULE VIII - LOCATION OF STOP SIGNS.

- | | |
|----------------|---|
| NO. 768 | NORTHEAST CORNER OF THE INTERSECTION OF N. WALROND AVENUE AND NE 68TH TERRACE governing westbound traffic on NE 68 th Terrace. |
| NO. 769 | SOUTHWEST CORNER OF THE INTERSECTION OF N. WALROND AVENUE AND NE 68TH TERRACE governing eastbound traffic on NE 68 th Terrace. |

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective from and after its passage.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # City Clerk Only

BILL ☒ # 23-24

ORD ☒ # 4.643

Date: 6/20/2023

Department: Finance

Meeting Date Requested: 6/26/2023

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

Subject: 2024 Fiscal Year Equipment Lease Purchase

Background: A lease purchase can be a valuable tool when purchasing several pieces of large equipment. A lease purchase, allows equipment to be repaid over its useful life. The City currently has several pieces of equipment that were purchased using a lease purchase that are at the end of their useful life and need to be replaced.

Budget Discussion: Funds are budgeted in the amount of \$ 1,627,000 from the General Fund and \$894,000 from the CWSS Funds. Ongoing costs are estimated to be \$476,600 annually. Previous years' funding was \$0.

Public/Board/Staff Input: The City issued 3 equipment lease purchases between 2013 and 2016 for multiple pieces of equipment ranging from a Vactor, street sweeper, skid loader, and dump trucks to name a few. Supply chain issues have also created problems with receiving replacement parts or new pieces of equipment with some items taking as long as two years for a replacement. Staff has worked diligently with multiple partners to create two equipment lease purchases that will replace several pieces of equipment that were secured through previous lease purchases as well as two new fire trucks (as presented during the FY2024 Budget Public Hearing and budget resolution). During the FY2022 year, \$205,000 of annual lease purchase payments fell off the debt schedule and an additional \$289,500 will fall off the schedule in FY2024 freeing up \$494,500 within the budgeted funds. Over the past couple of years, the City's fire trucks have had several thousands of dollars in repairs and down time mostly due to the age of the fleet. Staff has proposed using the funding from recreational marijuana sales tax to fund a fire vehicle replacement program. It is projected that this will fund the cost of a new fire truck and two new ambulances every five years. The lease purchase will also assist in funding an updated fire apparatus that will be able to fight fires from an elevated surface that will replace the 2002 ladder truck (this type of vehicle will not be a reoccurring item in the fire vehicle replacement program). Additional information on the lease purchases are within the lease schedules and associated documents.

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

Dominic Accurso
Department Director/Administrator

JM
City Attorney

BB
City Manager

SCHEDULE OF EQUIPMENT NO. 4

COUNTERPART NO. 1

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

Re: Schedule of Equipment No. 4 dated July 7, 2023 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of December 22, 2017 (collectively, the "Agreement"), between Clayton Holdings, LLC, as Lessor, and City of Gladstone, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as Attachment 1, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as Attachment 2 hereto. In accordance with the provisions of Section 10.01(a) of the Agreement, this Schedule is subject to optional prepayment by Lessee in whole on any Rental Payment Date at:

(a) 103% of the outstanding principal amount thereof, plus accrued interest to the prepayment date, beginning on July 7, 2023 to and including June 30, 2024.

(b) 102% of the outstanding principal amount thereof, plus accrued interest to the prepayment date, beginning on July 1, 2024 to and including June 30, 2025.

(c) 101% of the outstanding principal amount thereof, plus accrued interest to the prepayment date, beginning on July 1, 2025 and any date thereafter.

Notwithstanding the foregoing, there shall be no prepayment premium if the source of repayment are funds of Lessee other than grant funds or proceeds of an actual or anticipated refinancing.

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.

5. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be

delivered, and the Vendor fully paid, within twenty-four months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

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

6. The Agreement. This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

7. Cross-Collateralization; Cross-Default. Notwithstanding any provision herein to the contrary, Lessor and Lessee intend that this Schedule, Schedule of Equipment No. 1 dated December 22, 2017, Schedule of Equipment No. 3 dated September 4, 2021 and Schedule of Equipment No. 5 dated July 7, 2023 (collectively, the "Other Schedules") shall be and hereby are cross-collateralized. Without limiting the generality of the foregoing, Lessor and Lessee agree that in an Event of Default hereunder with respect to any of the Equipment subject to this Schedule and the Other Schedules, such Event of Default shall be deemed and shall constitute an Event of Default with respect to the Agreement and under each of this Schedule and the Other Schedules, and Lessor shall have the right to exercise all rights and remedies under the Agreement.

8. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the "Act"), by entering into this Schedule, the Lessor certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Schedule will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Lessor understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to this Schedule, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to any of this Schedule, but it is subsequently determined not to apply for any reason including the repeal or amendment of the Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

Dated: July 7, 2023.

CLAYTON HOLDINGS, LLC

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

CITY OF GLADSTONE, MISSOURI

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

**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 1**

EQUIPMENT DESCRIPTION

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

- (a) One used ladder truck, and
- (b) One new Spartan 2120 S180 Metrostar pumper

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to UMB Bank, N.A., as escrow agent, pursuant to the Escrow Agreement dated as of July 7, 2023 and related to this Schedule, among Lessor, Lessee and UMB Bank, N.A., as escrow agent, which descriptions shall be deemed to be incorporated herein.

**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 1**

PAYMENT SCHEDULE

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

Principal Amount: \$900,000

Interest Rate: 4.73%, Actual/360 basis

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
	Loan 7/7/2023				900,000.00
2023 Totals		0.00	0.00	0.00	
	1 1/7/2024	102,116.84	21,285.00	80,831.84	819,168.16
	2 7/7/2024	102,116.84	19,373.33	82,743.51	736,424.65
2024 Totals		204,233.68	40,658.33	163,575.35	
	3 1/7/2025	102,116.84	17,416.44	84,700.40	651,724.25
	4 7/7/2025	102,116.84	15,413.28	86,703.56	565,020.69
2025 Totals		204,233.68	32,829.72	171,403.96	
	5 1/7/2026	102,116.84	13,362.74	88,754.10	476,266.59
	6 7/7/2026	102,116.84	11,263.70	90,853.14	385,413.45
2026 Totals		204,233.68	24,626.44	179,607.24	
	7 1/7/2027	102,116.84	9,115.03	93,001.81	292,411.64
	8 7/7/2027	102,116.84	6,915.54	95,201.30	197,210.34
2027 Totals		204,233.68	16,030.57	188,203.11	
	9 1/7/2028	102,116.84	4,664.02	97,452.82	99,757.52
	10 7/7/2028	102,116.84	2,359.32	99,757.52	0.00
2028 Totals		204,233.68	7,023.34	197,210.34	
Grand Totals		1,021,168.40	121,168.40	900,000.00	

Last interest amount increased by 0.05 due to rounding.

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

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the 7th day of July, 2023 and entered into among **Clayton Holdings, LLC**, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), **City of Gladstone, Missouri**, a municipal corporation and political subdivision existing under the laws of the State of Missouri ("Lessee"), and **UMB Bank, N.A.**, a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "City of Gladstone, Missouri – Fire Equipment"

Amount of Deposit into the Acquisition Fund: \$900,000

TERMS AND CONDITIONS

1. This Escrow Agreement relates to Schedule 4 dated July 7, 2023, of the Master Equipment Lease Purchase Agreement dated as of the 22nd day of December, 2017, (collectively, the "Lease"), between Lessor and Lessee.

2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

4. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of the Mayor, City Manager, Assistant City Manager or Finance Director of Lessee (each, an "Authorized Lessee Representative"), in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in Section 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment or listed in the Lease or costs of entering into this Agreement and the Lease. Such payment shall be made from the Acquisition

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

7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$250 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

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

14. If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

17. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be

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

21. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the "Act"), by entering into this Escrow Agreement, the Lessor and Escrow Agent certify that they and their respective parent companies, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Escrow Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Lessor and Escrow Agent understand that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to this Escrow Agreement, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to any of this Escrow Agreement, but it is subsequently determined not to apply for any reason including the repeal or amendment of the Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

[Remainder of page intentionally left blank]

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

Clayton Holdings, LLC
LESSOR

By: _____
Title: Officer

City of Gladstone, Missouri
LESSEE

By: _____
Printed Name: Bob Baer
Title: City Manager

UMB Bank, N.A.
ESCROW AGENT

By: _____
Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

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

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

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

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

Re: City of Gladstone – Fire Equipment Acquisition Fund established by the Escrow Agreement, dated July 7, 2023 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), the City of Gladstone, Missouri ("Lessee") and UMB Bank, N.A., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

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

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

Equipment: _____

Payee: _____

Amount: \$ _____

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

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. If applicable, the serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

7. For any chassis prepayment, Lessor is listed (a) as first lien holder, and (b) for any 100% prepayment structure, as an insured party on a payment and performance bond under a "dual obligee" rider.

APPROVED:

Dated: _____, 20____

Clayton Holdings, LLC
LESSOR

City of Gladstone, Missouri
LESSEE

By: _____

By: _____

Title: Officer

Printed Name: _____

Title: _____

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

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

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

Dated: _____

LESSEE

By: _____

Printed Name: _____

Title: _____

SCHEDULE OF EQUIPMENT NO. 5

COUNTERPART NO. 1

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

Re: Schedule of Equipment No. 5 dated July 7, 2023 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of December 22, 2017 (collectively, the "Agreement"), between Clayton Holdings, LLC, as Lessor, and City of Gladstone, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as Attachment 1, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as Attachment 2 hereto. In accordance with the provisions of Section 10.01(a) of the Agreement, this Schedule is subject to optional prepayment by Lessee in whole on any Rental Payment Date at:

(a) 103% of the outstanding principal amount thereof, plus accrued interest to the prepayment date, beginning on July 7, 2023 to and including June 30, 2024.

(b) 102% of the outstanding principal amount thereof, plus accrued interest to the prepayment date, beginning on July 1, 2024 to and including June 30, 2025.

(c) 101% of the outstanding principal amount thereof, plus accrued interest to the prepayment date, beginning on July 1, 2025 and any date thereafter.

Notwithstanding the foregoing, there shall be no prepayment premium if the source of repayment are funds of Lessee other than grant funds or proceeds of an actual or anticipated refinancing.

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.

5. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be

delivered, and the Vendor fully paid, within twenty-four months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

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

6. The Agreement. This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

7. Cross-Collateralization; Cross-Default. Notwithstanding any provision herein to the contrary, Lessor and Lessee intend that this Schedule, Schedule of Equipment No. 1 dated December 22, 2017, Schedule of Equipment No. 3 dated September 4, 2021 and Schedule of Equipment No. 4 dated July 7, 2023 (collectively, the "Other Schedules") shall be and hereby are cross-collateralized. Without limiting the generality of the foregoing, Lessor and Lessee agree that in an Event of Default hereunder with respect to any of the Equipment subject to this Schedule and the Other Schedules, such Event of Default shall be deemed and shall constitute an Event of Default with respect to the Agreement and under each of this Schedule and the Other Schedules, and Lessor shall have the right to exercise all rights and remedies under the Agreement.

8. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the "Act"), by entering into this Schedule, the Lessor certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Schedule will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Lessor understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to this Schedule, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to any of this Schedule, but it is subsequently determined not to apply for any reason including the repeal or amendment of the Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

Dated: July 7, 2023.

CLAYTON HOLDINGS, LLC

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

CITY OF GLADSTONE, MISSOURI

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

**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 1**

EQUIPMENT DESCRIPTION

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

- (a) One new Case TV370B-T4 skid loader
- (b) One new Elgin Whirlwind street sweeper
- (c) Two new F650 dump trucks with plow and spreader
- (d) One new F650 dump truck/wing plow with plow and spreader
- (e) One new Vactor 2100i
- (f) One new Case CX57C mini excavator
- (g) One new breaker
- (h) One new 8x20 trailer

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to UMB Bank, N.A., as escrow agent, pursuant to the Escrow Agreement dated as of July 7, 2023 and related to this Schedule, among Lessor, Lessee and UMB Bank, N.A., as escrow agent, which descriptions shall be deemed to be incorporated herein.

**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 1**

PAYMENT SCHEDULE

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

Principal Amount: \$1,600,000

Interest Rate: 4.83%, Actual/360 basis

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	7/7/2023				1,600,000.00
2023 Totals		0.00	0.00	0.00	
1	1/7/2024	136,053.97	38,640.00	97,413.97	1,502,586.03
2	7/7/2024	136,053.97	36,287.45	99,766.52	1,402,819.51
2024 Totals		272,107.94	74,927.45	197,180.49	
3	1/7/2025	136,053.97	33,878.09	102,175.88	1,300,643.63
4	7/7/2025	136,053.97	31,410.54	104,643.43	1,196,000.20
2025 Totals		272,107.94	65,288.63	206,819.31	
5	1/7/2026	136,053.97	28,883.40	107,170.57	1,088,829.63
6	7/7/2026	136,053.97	26,295.24	109,758.73	979,070.90
2026 Totals		272,107.94	55,178.64	216,929.30	
7	1/7/2027	136,053.97	23,644.56	112,409.41	866,661.49
8	7/7/2027	136,053.97	20,929.87	115,124.10	751,537.39
2027 Totals		272,107.94	44,574.43	227,533.51	
9	1/7/2028	136,053.97	18,149.63	117,904.34	633,633.05
10	7/7/2028	136,053.97	15,302.24	120,751.73	512,881.32
2028 Totals		272,107.94	33,451.87	238,656.07	
11	1/7/2029	136,053.97	12,386.08	123,667.89	389,213.43
12	7/7/2029	136,053.97	9,399.50	126,654.47	262,558.96
2029 Totals		272,107.94	21,785.58	250,322.36	
13	1/7/2030	136,053.97	6,340.80	129,713.17	132,845.79
14	7/7/2030	136,053.97	3,208.18	132,845.79	0.00
2030 Totals		272,107.94	9,548.98	262,558.96	
Grand Totals		1,904,755.58	304,755.58	1,600,000.00	

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

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the 7th day of July, 2023 and entered into among **Clayton Holdings, LLC**, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), **City of Gladstone, Missouri**, a municipal corporation and political subdivision existing under the laws of the State of Missouri ("Lessee"), and **UMB Bank, N.A.**, a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "City of Gladstone, Missouri – Public Works Equipment"

Amount of Deposit into the Acquisition Fund: \$1,600,000

TERMS AND CONDITIONS

1. This Escrow Agreement relates to Schedule 5 dated July 7, 2023, of the Master Equipment Lease Purchase Agreement dated as of the 22nd day of December, 2017, (collectively, the "Lease"), between Lessor and Lessee.

2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

4. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of the Mayor, City Manager, Assistant City Manager or Finance Director of Lessee (each, an "Authorized Lessee Representative"), in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in Section 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment or listed in the Lease or costs of entering into this Agreement and the Lease. Such payment shall be made from the Acquisition

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

7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8 or 20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$250 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

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

14. If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

17. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be

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

21. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the "Act"), by entering into this Escrow Agreement, the Lessor and Escrow Agent certify that they and their respective parent companies, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Escrow Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Lessor and Escrow Agent understand that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to this Escrow Agreement, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to any of this Escrow Agreement, but it is subsequently determined not to apply for any reason including the repeal or amendment of the Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

[Remainder of page intentionally left blank]

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

Clayton Holdings, LLC
LESSOR

By: _____
Title: Officer

City of Gladstone, Missouri
LESSEE

By: _____
Printed Name: Bob Baer
Title: City Manager

UMB Bank, N.A.
ESCROW AGENT

By: _____
Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

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

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

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

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

Re: City of Gladstone – Public Works Equipment Acquisition Fund established by the Escrow Agreement, dated July 7, 2023 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), the City of Gladstone, Missouri ("Lessee") and UMB Bank, N.A., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

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

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

Equipment: _____

Payee: _____

Amount: \$ _____

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

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. If applicable, the serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

7. For any chassis prepayment, Lessor is listed (a) as first lien holder, and (b) for any 100% prepayment structure, as an insured party on a payment and performance bond under a "dual obligee" rider.

APPROVED:

Dated: _____, 20____

Clayton Holdings, LLC

LESSOR

City of Gladstone, Missouri

LESSEE

By: _____

By: _____

Title: Officer

Printed Name: _____

Title: _____

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

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

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

Dated: _____

LESSEE

By: _____

Printed Name: _____

Title: _____

AN ORDINANCE APPROVING THE DELIVERY OF SCHEDULE 4 AND SCHEDULE 5 TO AN EXISTING MASTER EQUIPMENT LEASE PURCHASE AGREEMENT, FOR THE PURPOSE OF PROVIDING FINANCING FOR THE ACQUISITION AND INSTALLATION OF CERTAIN EQUIPMENT FOR THE CITY AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

WHEREAS, in order to accomplish the purposes set forth herein, the City desires to authorize the execution and delivery of Schedule 4 ("Schedule 4") and Schedule 5 ("Schedule 5," and together with Schedule 4, the "Schedules") to an existing Master Equipment Lease Purchase Agreement dated December 22, 2017 between Clayton Holdings, LLC and the City (the "Master Lease"); and

WHEREAS, in order to facilitate the foregoing and to provide financing to pay the cost thereof, it is necessary and desirable for the City to enter into the Schedules, under which Clayton Holdings, LLC will advance the amount of \$2,500,000 for such purposes, together with two Escrow Agreements among the City, Clayton Holdings, LLC and UMB Bank, N.A. (collectively, the "Escrow Agreements"), one related to each Schedule, both in substantially the form presented to the City Council at this meeting, copies of which will be filed in the records of the City; and

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

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

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

BILL NO. 23-24**ORDINANCE NO. 4.643**

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

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

1st Reading: June 26, 2023

2nd Reading: June 26, 2023



Request for Council Action

RES ☒ # R-23-29

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/16/2023

Department: Public Works

Meeting Date Requested: 6/26/2023

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

Subject: Purchase of a Vactor 2100i Combination Sewer Cleaner

Background: Staff requested a proposal from Key Equipment and Supply Company for a current model year Vactor 2100i built on a Kenworth T880 chassis utilizing Sourcewell cooperative pricing. Sourcewell holds hundreds of competitively bid cooperative contracts for use by government, education, and non-profit organizations. The unit is used for the daily cleaning and flushing of sanitary sewers and occasionally excavating around utilities during water main repairs.

Budget Discussion: Funds are budgeted in the CWSS Fund as part of the 2023 Lease Purchase.

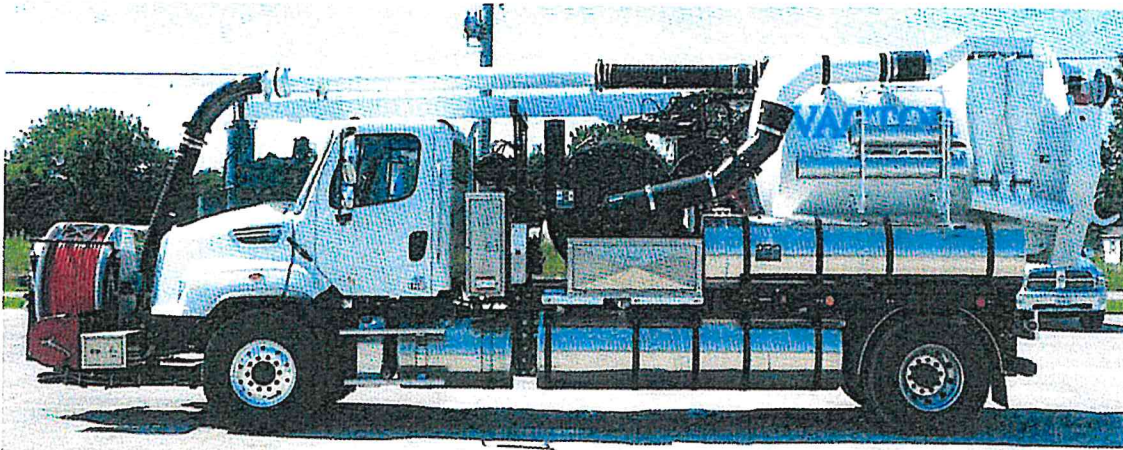
Public/Board/Staff Input: It is the recommendation of the Department of Public Works to accept the Sourcewell proposal from Key Equipment and Supply Company for the total purchase price of \$549,983.24. This unit will replace the current 2016 Vactor 2100 Plus (Asset# 1519) which will be sold at auction at a later date. The new unit is available for immediate delivery compared to other units with lead times of a year or more.

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager



2100i

*Sample Photo

RESOLUTION NO. R-23-29

A RESOLUTION AUTHORIZING ACCEPTANCE OF A SOURCEWELL PROPOSAL FROM KEY EQUIPMENT AND SUPPLY COMPANY FOR THE PURCHASE OF A VACTOR 2100i COMBINATION SEWER CLEANER IN THE TOTAL AMOUNT OF \$549,983.24.

WHEREAS, Sourcewell holds hundreds of competitively bid cooperative contracts for use by government, education, and non-profit organizations; and

WHEREAS, the Department of Public Works recommends the acceptance of a Sourcewell proposal from Key Equipment and Supply Company for the purchase of a Vactor 2100i Combination Sewer Cleaner in the total amount of \$549,983.24.

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 Sourcewell proposal of Key Equipment and Supply Company in the total amount of \$549,983.24.

FURTHER, THAT, funds for such purpose are budgeted in the CWSS Fund as part of the 2023 Lease Purchase.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-30

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/05/2023

Department: Fire/EMS

Meeting Date Requested: 6/26/2023

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

Subject: A Resolution authorizing the City Manager to enter into an agreement with Ed M Feld Equipment Co Inc, dba Feld Fire. Carrol IA, for the purchase of a 2023 Spartan 2120 S180 MetroStar Pumper

Background: Given the extreme work cycles and demands placed on firefighting vehicles, routine replacement becomes necessary when maintenance and repairs begin to outpace overall cost effectiveness and reliability. Complicating the process is the supply chain /production delays within fire apparatus manufacturing resulting in the average delivery time of 48 months. Feld Fire has presented a unique opportunity to purchase a vehicle meeting our specifications for the replacement of Engine 2. This replacement is currently in production, and has an expected delivery time of December 2023. Feld's pricing is within fair market values and provides the most cost-effective option for the City.

Budget Discussion: Funds are budgeted in the amount of \$ 677,035.00. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$NA.

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

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

Mike Desautels
Department Director/Administrator

JM
City Attorney

BB
City Manager



Proposal for a Spartan 2120 S180 Pumper

May 9th, 2023

This proposal has been prepared for:

Gladstone Fire/EMS

We hereby propose to furnish to you, subject to proper execution of a signed contract by you and an officer of Ed M Feld Equipment Co Inc, dba Feld Fire, the following Pumper and Equipment to be built in accordance with the attached Spartan 2120 S180 Model Specifications.

- Upon completion of PO, (1) one Spartan Metro Star Pumper as specified by customer for **Six Hundred Seventy-Seven Thousand Thirty Five Dollars and zero cents (\$677,035.00)**. Delivery shall be **220** days from receipt of order and PO written from City of Gladstone to "Spartan Fire LLC" via HGAC..
- Price Proposal is good until May 24th, 2023.
- Prepayment options are available:
 - o 100% Prepay would give you an additional savings of \$9,347.00
 - o 80% Prepay would give you an additional savings of \$7,478.00
 - o 50% Prepay would give you an additional savings of \$4,674.00
- Spartan Motors includes a 2-year bumper to bumper warranty, serviced entirely by Feld Fire.

We appreciate the opportunity to work with you on the purchase of a new pumper,

Sincerely,

Spencer Stephens, Apparatus Sales Specialist

Spencers@feldfire.com

(816) 810-2811

Signature required on the following page:

A division of **ED M. FELD EQUIPMENT CO., INC.**

113 North Griffith Road • Carroll, Iowa 51401 • T 800 568 2403 • F 712 792 6658 • www.feldfire.com

1330 NW Jefferson St., Grain Valley, MO 64029 T 816-443-2738 F 816-443-2864

10403 Baur Blvd St E., Olivette, MO 63132



Submitted to Customer By: Spencer Stephens on 5/9/2023

Feld Sales Representative Signature _____

This Contract is agreed to by the parties as of the Effective Date

Feld Fire
Print

Customer: _____
Print

By: _____
Feld Fire Authorized Signature

By: _____
Customer Signature

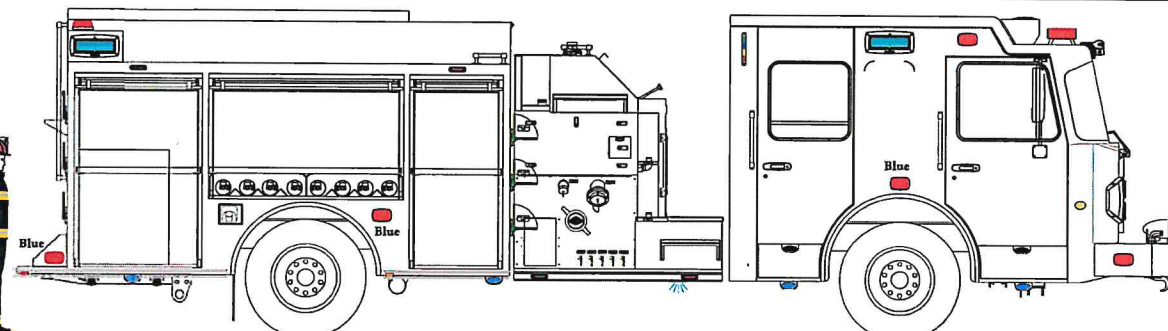
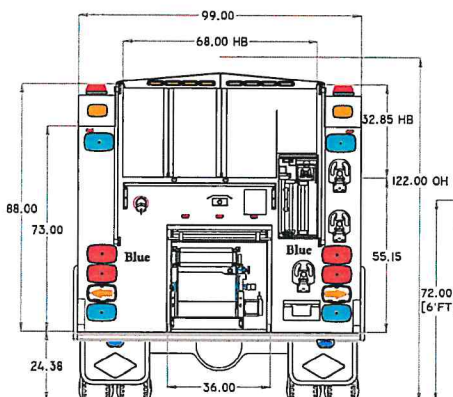
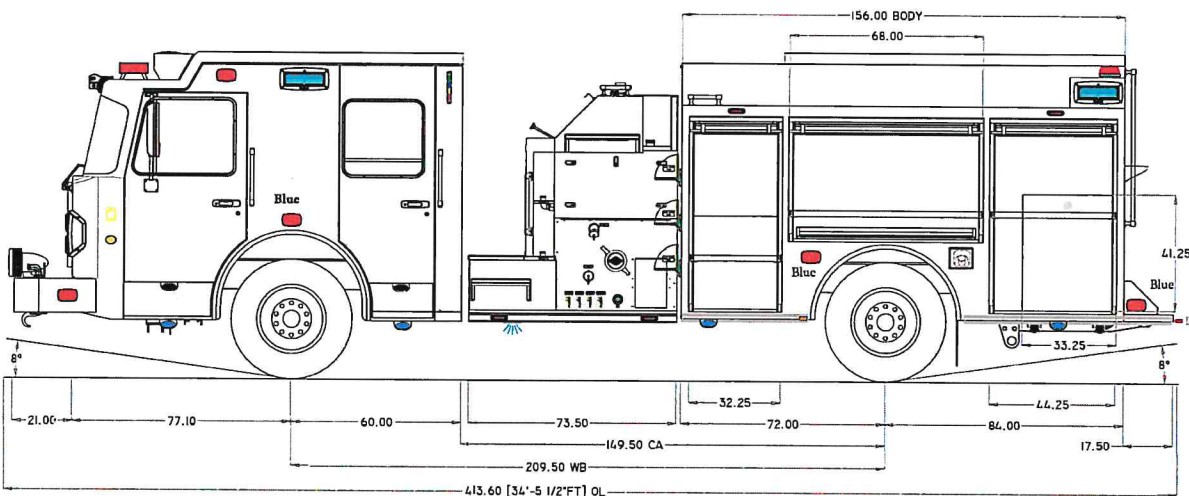
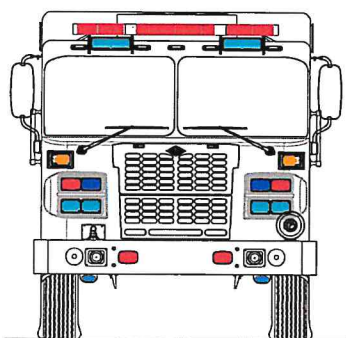
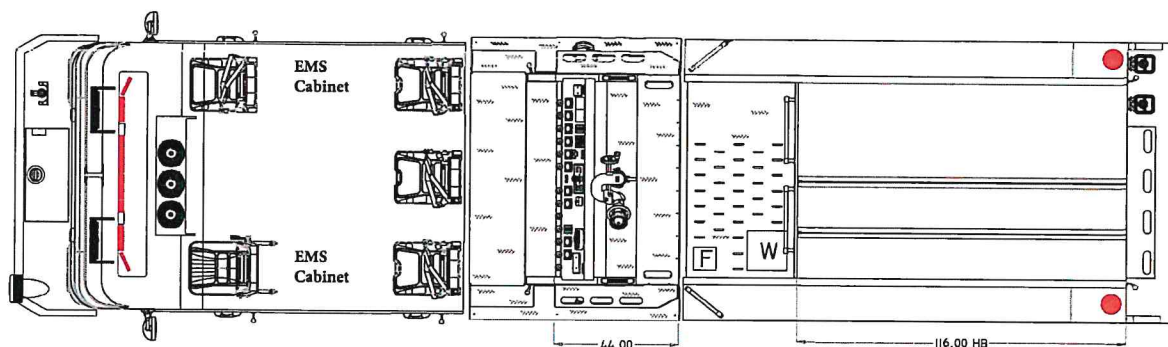
Print Name

Print Name

Date

Date

COMPARTMENT	VOLUME (CUBIC FEET)
L1	29.4
L2	27.3
L3	36.4
R1	29.4
R2	27.3
R3	36.4
BI	31.9
HOSE BED AREA	150.1



CHASSIS: SPARTAN METRO STAR EMFD 10" RR

ENGINE: CUMMINS L9 450 HP

TRANSMISSION: ALLISON 3000 EVS

AXLES: F 20,000 LB / R 26,000 LB

MODEL: 2120

WATER/FOAM: 750 GALLONS / N/A

PUMP: WATEROUS CSU 1500 GPM

FOAM SYSTEM: N/A

GENERATOR: N/A

DOOR FRAMED OPENINGS

COMPARTMENT	DOOR FRAMED OPENING
L1	32.25-W x 68.0-H
L2	68.0-W x 43.0-H
L3	44.25-W x 68.0-H
R1	32.25-W x 68.0-H
R2	68.0-W x 43.0-H
R3	44.25-W x 68.0-H
BI	36.0-W x 36.875-H

SPECIAL NOTES:

LADDER PACKAGE

- (1) Duo-Safety 24 FT.-2 sec. 900A
- (1) Duo-Safety 14 FT. ROOF, 775A
- (1) Duo-Safety 10 FT. ATTIC, 585A

STORAGE FOR

- (1) 18" x 72" FERNO BACKBOARD
- (2) FIRE POLES WITH STANDARD HOOK
- (1) ARSON TRASH HOOK, UP TO 12FT LONG

CUSTOMER

THIS DRAWING IS A CLOSE APPROXIMATION OF YOUR FIRE APPARATUS. IN ALL CASES WHERE THE DRAWING AND THE WRITTEN SPECIFICATION DIFFER, THE SPECIFICATION SHALL PREVAIL. PLEASE WORK WITH YOUR DEALER TO ASSURE THAT THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN YOUR FINISHED PRODUCT. SPARTAN EMERGENCY RESPONSE BUILDS TO THE WRITTEN SPECIFICATION, NOT THE DRAWING TO ASSURE THAT YOUR NEEDS ARE MET.

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPARTAN EMERGENCY RESPONSE. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPARTAN EMERGENCY RESPONSE IS PROHIBITED. SPARTAN MOTORS USA, INC. DIVIA SPARTAN EMERGENCY RESPONSE.

1	05/16/22	ENGINEERING UPDATES	JM
0	01/31/22	UPDATE FROM 2120-09	WC
REV	DATE	DESCRIPTION	NAME

SCALE: NOT TO SCALE

CUSTOMER:

Gladstone Fire Department

RUCK NUMBER:

MODEL 2120-10

DEALER:

Feld Fire

RESOLUTION NO. R-23-30

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM FELD FIRE, CARROLL, IA, FOR THE PURCHASE OF A 2023 SPARTAN 2120 S180 METROSTAR PUMPER FOR A TOTAL PURCHASE AMOUNT NOT TO EXCEED \$677,035.00

WHEREAS, the City of Gladstone is in need of a fire truck to replace Engine 2, a 2008 Toyne Spartan Diamond, due to age of the apparatus; and

WHEREAS, the typical lead time to obtain new fire apparatus is 48 months, however, Feld Fire in Carroll, IA, has a truck currently in production meeting the specifications required, and with an anticipated delivery of December 2023; and

WHEREAS, the cost of the replacement apparatus has been determined to be fair and consistent with the current market pricing.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to accept the proposal from Feld Fire, Carroll, IA, in an amount not to exceed \$677,035.00 for the purchase of a 2023 Spartan 2120 S180 MetroStar Pumper.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-31

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/16/2023

Department: Public Works

Meeting Date Requested: 6/26/2023

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

Subject: Purchase of a Versalift VST-40-MHI Bucket Truck

Background: Staff requested proposals from Altec, Dur-A-Lift (Kranz), Versalift (Custom Truck One Source), and Terex (Custom Truck One Source). Only Custom Truck One Source provided a proposal due to lead times in excess of 18-months as summarized below:

Altec	No Proposal
Dur-A-Lift (Kranz)	No Proposal
Versalift VST-40-MHI (Custom Truck One Source)	\$180,014
Terex LTM-40 (Custom Truck One Source)	\$187,500

The unit is used for the maintenance of traffic signals and street lights.

Budget Discussion: Funds are budgeted in the General Fund in FY23.

Public/Board/Staff Input: It is the recommendation of the Department of Public Works to accept the proposal from Custom Truck One Source for a Versalift VST-40-MHI aerial lift built on a Ram 5500 truck chassis for the total purchase price of \$180,014. This unit will replace the current 2009 Dur-A-Lift Bucket Truck (Asset# 1432) which will be sold at auction at a later date. The new unit is anticipated to be available in the 4th quarter of 2023.

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager



Versalift VST-40-MHI Aerial Lift on Ram 5500 Truck Chassis

RESOLUTION NO. R-23-31

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM CUSTOM TRUCK ONE SOURCE FOR THE PURCHASE OF A VERSALIFT VST-40-MHI BUCKET TRUCK IN THE TOTAL AMOUNT OF \$180,014.00.

WHEREAS, staff requested proposals from several manufacturers for the purchase of a new bucket truck; and

WHEREAS, the Department of Public Works recommends the acceptance of a proposal from Custom Truck One Source for the purchase of a Versalift VST-40-MHI Bucket Truck in the total amount of \$180,014.00.

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

THAT, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal of Custom Truck One Source in the total amount of \$180,014.00.

FURTHER, THAT, funds for such purpose are budgeted in the General Fund in FY23.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-32

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: June 20, 2023

Department: Community Development

Meeting Date Requested: June 26, 2023

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

Subject: Resolution for Neighborhood Consulting

Background: Northland Neighborhoods, Incorporated, (NNI) has assisted the City 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 with 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 anticipate a final document in the next few months. COVID has kept many organizations from meeting or getting started back up. One of the goals this year is to work with the NHO's to begin meeting again and continue assisting the NHO's who remain meeting, to develop and help them evolve.

Budget Discussion: Funds are budgeted in the amount of \$31,146.00 from the General 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

BB
City Manager

RESOLUTION R-23-32

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, 2023, THROUGH JUNE 30, 2024.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined that entering into a contract with Northland Neighborhoods, Incorporated (NNI) for consulting services for ongoing growth and stability of Neighborhood Home Organization (NHO) and Home Owner Associations (HOA) during the period of July 1, 2023 through June 30, 2024; and

WHEREAS, the cost of consulting services to be provided by NNI for ongoing development of NHO's and HOA'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, HOA'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 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 26TH DAY OF JUNE 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk