



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, AUGUST 28, 2023**

The City Council will meet in Closed Executive Session at 6:15 pm, Monday, August 28, 2023, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act 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 6:30 PM

- 1. Tour of Police Headquarters-** Chief Farris will provide a tour of the progress in the new Police Headquarters.
- 2. Memorandum of Understanding-** Chief Farris will discuss an opportunity to work with North Kansas City Hospital on mental health crisis outreach and response.
- 3. Emergency Notification System-** Communications Specialist Nikki Lansford will be presenting an Emergency Notification System that is being evaluated and considered by City staff.

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 August 14, 2023, Closed City Council Meeting Minutes.**

6. **Approval of the August 14, 2023, Regular City Council Meeting Minutes.**
7. **Communications from the Audience:** *Members of the public are invited to speak about any topic not listed on the agenda. While speaking, please state your name and address for the record and limit comments to 5 minutes.*
8. **Communications from City Council.**
9. **Communications from the City Manager.**
10. **PROCLAMATION:** Daughters of the American Revolution Constitution Week.
11. **CONSENT AGENDA**

SPECIAL EVENT PERMIT: Good Shepherd (GS Disc Golf) Church, Hobby Hill Park, rescheduled date, Sunday, September 17, 2023, 1:00 to 5:00 pm.

SPECIAL EVENT PERMIT: Gladfest, 7010 North Holmes, Gladstone City Hall property, 602 NE 70th Street, Linden Square, Friday, September 29, 2023, 5:00 to 10:00 pm; Saturday, September 30, 2023, 10:00 am to 10:00 pm, and Sunday, October 1, 2023, 12:00 to 4:00 pm.

CONSIDER BUILDING PERMIT: Walmart (Health Center), 7209 North Prospect, Gladstone, Missouri.

RESOLUTION R-23-52 A Resolution authorizing acceptance of a proposal from Electronic Technology, Incorporated, for the purchase of a Genetec Streamvault Video Server in the amount of \$16,076.00 for use in the new Co-Located Emergency Services Communications Center.

RESOLUTION R-23-53 A Resolution authorizing the City Manager to execute a contract with Gametime Turf Care, Incorporated, in the total amount not to exceed \$27,195.00 for the renovation of the Happy Rock Softball Infields.

RESOLUTION R-23-54 A Resolution authorizing the City Manager to execute a professional services agreement with Tusa Consulting in the total amount of \$50,160.00 for design and consulting services for the Co-Located Emergency Services Communications facility.

RESOLUTION R-23-55 A Resolution authorizing acceptance of work under contract with Superior Bowen Asphalt Company, LLC, for the 2022 Mill and Overlay Program, Project TP2306, and authorizing payment in the amount of \$75,196.93.

CONSIDER FINANCIAL REPORT FOR MONTH ENDING JULY 2023.

REGULAR AGENDA

- 12. FIRST READING BILL NO. 23-30** An Ordinance approving the delivery of a First Amendment to an existing Personal Property Lease Purchase Agreement for the purpose of reducing interest costs for the City and authorizing and approving certain documents and actions in connection therewith.
- 13. FIRST READING BILL NO. 23-31** An Ordinance authorizing Kansas Fiber Network, LLC, to use the City's rights-of-way to construct, install, maintain, and operate fiber facilities and to authorize the City Manager to execute a rights-of-way use agreement therewith.
- 14. RESOLUTION R-23-56** A Resolution authorizing the City Manager to execute a contract with Double Check Company, LLC for the removal and closure of the existing Public Works fueling station and the installation of a new fueling station in the total amount not to exceed \$314,832.51. Project CP2355.
- 15. RESOLUTION R-23-57** A Resolution authorizing the City Manager to enter into a Memorandum of Understanding with North Kansas City Hospital to work collaboratively with the Police Department to meet the Behavioral Health needs of those requiring assistance.
- 16. Other Business.**
- 17. Adjournment.**

Representatives of the News Media may obtain copies of this notice by contacting:
 Kris Keller, City Clerk Date August 24, 2023
 City of Gladstone Posted at: 3:25 pm
 7010 North Holmes
 Gladstone, MO 64118
 816-423-4096



***Police Department
Memorandum***

DATE: August 23, 2023

TO: Bob Baer, City Manager

FROM: Fred Farris, Police Chief

RE: Study Session – Police Headquarters Construction Tour

The Police Headquarters Project is nearing completion and is at a point in construction where it is easy to visualize the final outcome. Subcontractors are now in the drywall stage and ceiling tiles are being installed in portions of the building. We are a little over two months away from completion and the final product will be an incredible facility.

On Monday, August 28th, I will provide a guided tour of the new building and discuss the work needed for completion, as well as a tentative plan for opening the new Police Headquarters. I will do my best to answer questions from Council Members.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Fred J. Farris", followed by a horizontal line extending to the right.

Fred J. Farris
Chief of Police



Police Department Memorandum

DATE: August 23, 2023

TO: Bob Baer, City Manager

FROM: Fred Farris, Police Chief

RE: Study Session – North Kansas City Hospital Mental Health Co-Responder MOU

Since March of 2022, our agency and Tri-County Mental Health have partnered to embed a mental health clinician one day a week within the Police Department. Additionally, we have added a representative from Code Enforcement to help reduce call load and repeat calls on those needing mental health response, rather than criminal/code enforcement. This team has been incredibly successful in getting patients into the system or accessing the appropriate help, thereby lowering many of those repeat calls. Our efforts gained the attention of North Kansas City Hospital, who is in the process of changing their approach to handling many of these same cases and clients. We were approached with the opportunity to expand our team, with an additional mental health clinician provided by NKC Hospital, that would expand our coverage from one day to three to four days per week. As many of the individuals we provide service are transported to their Emergency Room and their hope is that the success we have seen would also help lower their ER admissions.

Traditional means of serving the community for these specific types of calls often leaves law enforcement in a very gray area, as our scope of authority is very limited, when there is no criminal nexus. We are well aware of the importance of handling these calls in a humane and empathetic manner; however, these calls are becoming increasingly time consuming and requiring expertise and training. Forward thinking agencies are looking for better ways to handle these incidents through community partnerships such as this.

On page 32 of the 2016 Gladstone: Shaping Our Future summary, Goal 3 specifically addresses *“strengthening mental health care support for residents in Gladstone”* by addressing the mental health care deficiency that exists in Gladstone. The strategy lists *“partnering with established, effective health care coalitions that are already working to better serve the Northland”*. This document highlights the importance of working toward a better outcome using a team approach and I believe partnering with North Kansas City Hospital is in line with that strategy.

The graph below, from the Shaping Our Future report, lists the four Action Steps, Responsible Parties, Timeline and Resource Options necessary to move this initiative forward as identified. We have a real opportunity to accomplish Action Step #1 by agreeing to this partnership.

ACTION STEPS	RESPONSIBLE PARTIES	TIMELINE	RESOURCE OPTIONS
1. Partner with Tri-County Mental Health in their current research initiative	Tri-County Mental Health, City Council, City staff	Jan. 2017 and continuing thereafter	Northland Health Alliance, KC Resiliency, Signs of Suicide and Bullying
2. Create a Gladstone Mental Health Coalition ⁴	City Social Worker, Residents	Jan. 2019 (after hiring City Social Worker Goal 2, Step 5)	Community volunteers, Churches, Parents, Neighborhood groups, Public Safety Department, Girls on the Run, Boy/Girl Scouts
3. Research and initiate opportunities for anti-bullying, anti-suicide, anti-trauma campaigns with North Kansas City Schools (NKCS) and private schools	City Social Worker, Gladstone Mental Health Coalition, NKCS, Parents, Residents	Start developing plan in Jan. 2018 and launch pilot program for Antioch Middle or Meadowbrook in Jan. 2020, rolled out to other schools over time	Oshkosh, WI Scarf Program ^{7,8} , GDPS, North Kansas City school counselors/social workers, Tri-County Signs of Suicide program, Community volunteers
4. Create campaign to reduce opioid dependence; Ask doctors to take Surgeon General's Opioid Prescription Pledge; Ask patients to talk with their doctors about alternative pain management options	City Social Worker, Local prescribers, Gladstone Mental Health Coalition	Starting in June 2017 with a launch date of Jan. 2019 with efforts continuing thereafter (Linked to City Social Worker (Goal 2, Step 5)	Surgeon General, City seminars, Articles in Gladstone Magazine/ social media/ city app, City staff time and resources

Under the proposed agreement, North Kansas City Hospital would co-locate a mental health clinician at the Gladstone Police Department for defined periods of time to act as a resource and/or co-responder. The NKC Hospital team member may be available to respond on calls for service with our officers and/or to provide necessary follow-up behavioral health services to individuals who have had contact with GPD. All referrals to the NKC Hospital Team member shall come directly from court personnel, GPD officers, or other GPD staff. Additionally, the designated worker will assist in developing training and/or education for GPD personnel on mental health topics, as directed by our Command Staff.

The Gladstone Police Department is continuing to look for better ways to serve those in the community who are in crisis and this is another significant step in the right direction. It will offer an expansion to our current operational practices and should help us continue to solve problems. A Resolution is on the City Council Regular Agenda for consideration.

Respectfully submitted,



Fred J. Farris
Chief of Police



Department of General Administration
Memorandum

DATE: August 23, 2023

TO: Robert Baer, City Manager
Austin Greer, Assistant City Manager & Community Development Director

FROM: Nikki Lansford, Communications Specialist

SUBJECT: Emergency Notification System: Everbridge

On June 28th, the City of Gladstone initiated a voluntary boil advisory following a significant water main break on NE Antioch Road. While residents were informed about the advisory through the City's website, social media and some traditional news media outlets, the event highlighted a need for a system that could better notify residents about emergencies.

After extensive City Staff research and demoing six different emergency notification systems, software company Everbridge, who is an industry leader, has emerged as a leading candidate to fulfill this need. Everbridge is suited to send emergency alerts via text, call and email, optimize internal communications, dispatch National Weather Service alerts, etc.

Two standout features of Everbridge:

- Data enrollment: 87% of Clay County adults
- Geo-Targeted Alerts

Other cities and counties that utilize Everbridge in the Kansas City metropolitan area are the following:

- Kansas City
- Lee's Summit
- Blue Springs
- Cass County
- Jackson County

I will provide a full presentation about Everbridge's capabilities during the Study Session portion of Monday night's City Council meeting.

Thank you,

Nikki Lansford

Emergency Notification System: Everbridge

City of Gladstone



Overview

- Data enrollment: 87% of Clay County adults
 - 55% is wireless phone numbers
 - Information updated monthly
 - Utility bills, DMV and census data
 - Data updated monthly
 - Only for "imminent threat to life" situations
- Installment timeframe: 2 – 4 weeks
- Price: \$7,320
 - Setup fee: \$585





Sending Out Alerts

Publishing Options

Publishing Channels:	<ul style="list-style-type: none">• Eunbridge vom Turbet• Eunbridge Desktop Alerts• Eunbridge Network• Alertus• Social Media• Web Channel• Audio Bulletin Board• Mimble Portal
CAP Channels:	<ul style="list-style-type: none">• Wireless Emergency Alerts (WEA)• Emergency Alert System (EAS)• Non-wireless Emergency Messages (NEMM)• EAS to COS (HEARST)• CAP RSS feed
▼ SOCIAL MEDIA	
<p>* Message body will be posted to the selected Facebook and Twitter account(s)</p>	
Select Account(s):	
<input checked="" type="checkbox"/> Twitter	<input checked="" type="checkbox"/> Select Account(s)
<input checked="" type="checkbox"/> Facebook	<input checked="" type="checkbox"/> Select Account(s)



Other Features

- Internal Communications
- IPAWS
- National Weather Alerts
- Integrated Social Media Services
- Multilingual Translation
- Network Effect
- Mobile App
- Text-to-Speech
- Marketing Support
- Unlimited Admins & Groups
- 24/7 Customer Support
- Cloud-based Software
- Conference Bridge



Everbridge Users

- Kansas City
- Lee's Summit
- Blue Springs
- Cass County
- Jackson County
- Grain Valley
- Pleasant Hill
- St. Louis
- Branson
- De Soto
- Phelps County
- Jefferson County
- Rolla
- Manchester



Any Questions?





**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
AUGUST 14, 2023**

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

City Manager Bob Baer
Assistant City Manager Austin Greer
City Attorney Chris Williams
City Clerk Kris Keller

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

Mayor Moore opened the Regular City Council Meeting Monday, August 14, 2023, at 7:38 pm.

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

Mayor Moore stated that all Councilmembers were present and there was a quorum.

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 July 24, 2023, Closed City Council Meeting Minutes.

Mayor Pro Tem Spallo moved to approve the minutes of the July 24, 2023, Closed City Council Meeting as presented. **Councilman Garnos** seconded. The Vote: "Aye:" Councilman Smith, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. "Abstain:" **Councilman Mallams.** (4-1)

Item No. 6. On the Agenda. Approval of the July 24, 2023, Regular City Council Meeting Minutes.

Mayor Pro Tem Spallo moved to approve the minutes of the July 24, 2023, Closed City Council Meeting as presented. **Councilman Garnos** seconded. The Vote: "Aye:" Councilman Smith, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. "Abstain:" **Councilman Mallams.** (4-1)

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

Larry Newport, 108 NE 75th Street, inquired if the left turn lane on NE 72nd Street in front of Antioch Bible Baptist Church could be extended up to North Harrison Street.

Cody McElroy, 4 NW 72nd Street, Apartment D, shared that he would like a Commission created to find a solution to the bus situation in Gladstone. He reported that he would like to see a leadership group meet with Platte and Clay County, as well as other various cities in the Northland, to discuss bus transportation that is ending shortly in Gladstone.

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

Councilman Garnos reminded those in the audience that cyclists, runners, and walkers all need to share the trails.

Mayor Moore attended the promotion reception for five Gladstone Police Officers: Sergeant Paul Hanna, Sergeant Frank Bayless, Corporal Blair Parker, Corporal Jesus Perez, and Corporal Andrew Clary. She recognized their hard work and the importance of this achievement. She attended National Night out on August 4, 2023 and thanked Sergeant Consiglio and Captain Boydston for putting it together as well as Chief Farris for enabling this event to happen. She reported that it was a good turnout, a great evening, and there is continued growth each year. She encouraged everyone to come out next year and support our local Police Department. She announced that the Sunflower Festival was held this past Saturday and was a great success. She gave special thanks to farm manager, Eugene Suter, along with Parks, Recreation and Cultural Arts staff, vendors, and everyone that made it a great event.

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

City Manager Bob Baer announced that the City was awarded the Certificate of Achievement for Excellence in Financial Reporting for the City's 2022 Annual Comprehensive Financial Report (ACFR). It's the highest form of recognition in the area of governmental accounting and financial reporting. This is the City's 46th consecutive time to receive the award and he congratulated Director Accurso and his staff. He reported numerous calls were received after the multiple rounds of heavy rain over the weekend and expressed his gratitude to Director Nebergall and his staff. He stated there were a few flooding issues due to debris back up in the storm sewers and all had been cleaned up. He reported that Fire and EMS also had multiple calls for service during the torrential rain. He shared that the Fifth Annual Restoration Run is Saturday, August 19, 2023 and the 5K benefits the North Kansas City Schools Education Foundation and the AJ Farm and Museum. He expressed deepest sympathy to the family of Fairway Police Officer Jonah Oswald, who was killed in the line of duty Sunday morning. Several Gladstone Police Officers attended the funeral and he asked that we keep Officer Oswald's family, the Fairway Police Department, and our own Police Officers in their thoughts and prayers.

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

Following the Clerks' reading:

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

Councilman Mallams moved to approve **RESOLUTION R-23-47** A Resolution authorizing the City Manager to enter into a Fourth Amendment to the Antenna Site Lease with T-Mobile Central, LLC, at

the Linden Water Tower. **Mayor Pro Tem Spallo** seconded. The Vote: All “Aye:” Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Mallams moved to approve **RESOLUTION R-23-48** A Resolution authorizing acceptance of a proposal from Independent Salt Company for the purchase of snow removal salt. **Mayor Pro Tem Spallo** seconded. The Vote: All “Aye:” Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Mallams moved to approve **RESOLUTION R-23-49** A Resolution authorizing Change Order No. 1 in the amount of \$140,000.00 to the contract with Lan-Tel Communications Services Incorporated, for the FY23 Curb, Gutter and Sidewalk Program – Phase 2 Project TP2305. **Mayor Pro Tem Spallo** seconded. The Vote: All “Aye:” Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Councilman Mallams moved to approve **FINANCIAL REPORT FOR 12 MONTHS ENDING JUNE 30, 2023**. **Mayor Pro Tem Spallo** seconded. The Vote: All “Aye:” Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

REGULAR AGENDA

Item No. 11. On the Agenda. **PUBLIC HEARING:** Zoning Change for 2320 NE 72nd Street, Gladstone, Missouri.

Mayor Moore opened the Public Hearing at 7:49 pm.

Assistant City Manager Austin Greer addressed the Council and provided the Staff Report for the Zoning Change. He reported that the applicant is requesting the City to approve a replat of 2320 NE 72nd Street in order to build two single family homes on two separate lots. He stated that the piece of property is currently one large lot and the applicant is requesting a zoning change from R-1 to RP-1 to reduce the side yard setback to five (5) feet. He explained that a “planned district” allows for flexibility in city regulations regarding minimum lot standards and setbacks. He proceeded to explain the proposed size of the lots are approximately 61 feet wide by 125 feet long and that the average lot size in Gladstone is between 65-80 feet wide by 125 feet long. He reported that the proposed lot sizes do not meet City standards and minimum single-family lot standards are no less than 8,400 square feet with minimum side yard setback of nine (9) feet. Each replatted lot will be 7,631 square feet with a minimum side yard setback of five (5) feet. He shared that during the City’s most recent Comprehensive Plan update, there were many discussions about Gladstone’s ability to grow and the need for housing density. He stated that this project is an example of new quality housing that increases density, allowing flexibility with “planned zoning district” standards. He stated that Gladstone City staff recommends that the City Council approve the final plat and rezone as submitted by the Planning Commission. Nine of the planning Commissioners voted yes for both projects and one planning commissioner voted no.

Mayor Moore invited the applicant to approach the podium.

Devin Mirfasihi was present on behalf his father, Jonathan Mirfasihi, the owner of the property, who was unable to attend the meeting. The builder, Jim Jrolf, was also present. **Mayor Moore** inquired the following about the proposed houses if passed: square footage in comparison to the completed homes, the price, when the building would start and be completed, and if there were any other changes that the builder could share. Mr. Jrolf reported that the homes will be built about the same size; each will be a two story with a basement, and a two-car attached garage, unlike the completed

homes that are split level homes on a slab with a three-car garage. He reported that the homes would be built with the same standard of construction and look. He estimated the cost of the homes to be \$350,000-\$400,000 and that the driveways would be shared like the completed two (2) homes so that there are reduced exits onto NE 72nd Street.

Councilman Mallams inquired as to why they would build four (4) houses instead of three (3). Devin Mirfasihi reported that he believes it is a better use of space, it will create more of a community feel, and the four (4) houses should improve the property value around them. He stated that it would look awkward to have only one house on the one huge lot. Mr. Jrolf reported that the two (2) car garages on the proposed houses will be narrower, but will still look uniform with the others. **Councilman Mallams** asked if they could see any concerns or disadvantages that people would have with the change. Mr. Jrolf reported that he did not if this went through, because building an extra house provides more comparisons for the real estate market in that area and the proposed newly constructed houses should be desirable by the community. **Councilman Mallams** confirmed with Mr. Jrolf that a total of two (2) driveways would exit on NE 72nd Street, since each house shares a driveway.

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

Cody McElroy, 4 NW 72nd Street, Apartment D, shared that he is in support of zoning reform that allows for denser building. He stated that people who are looking for houses in that higher price range then don't have to compete with individuals who are purchasing starter homes.

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

George Wages, 7201 North Park, distributed photos of the property to Council (see attached) and presented his concerns regarding a plat and zoning change which included; setbacks, traffic, installation of a new water line, closeness of the homes, and the large amount of concrete used for the driveways. He clarified the setbacks and differences between the R-1 and RP-1 with Assistant City Manager Austin Greer. Mr. Wages discussed the storm water run-off and that the only direction the storm water has to go is downhill to the east of the property and that it would have an impact on lot number four (4) and 2404 NE 72nd Street, the home next door to the undeveloped lot. He discussed the traffic in the area of the property and voiced his concerns of increased traffic with additional homes and potential future businesses in that area. He asked the Council to vote no for the zoning change from R1 to RP1.

Gary Woody, 2611 NE 72nd in Maple Lane, inquired about the exact location of the lots which was clarified.

Chad Hawkins, 2404 NE 72nd Street, lives next to the undeveloped lots and voiced his concerns about the water drainage and the impact it may have on his home.

Sandy Hudson, 2622 NE 74th Street, in Maple Lane, expressed her concerns about the current traffic and accidents in the small area of NE 72nd and M1 Highway. She shared that bringing more development will add additional traffic, which is a concern.

Councilman Mallams inquired about the cleared land at the church on the corner of NE 72nd and M1 and asked if there would be an access to NE 72nd Street. Assistant City Manager Greer reported that the church does have an access point to exit NE 72nd Street and he believes the church desires to use it, but the church site plans are preliminary. **Councilman Mallams** asked Public Works

Director Nebergall if the two proposed houses were approved, would storm water runoff be an issue. Director Nebergall expressed with proper grading and not overlooking the east property line, it would allow it to drain to the residential property. He thinks they could get it to drain off to NE 72nd Street as long as it's thought through before a foundation is poured.

Mayor Moore closed the Public Hearing at 8:15 pm.

Item No. 12. On the Agenda. FIRST READING BILL NO. 23-27 An Ordinance approving a zoning change for 2320 NE 72nd Street, Gladstone, Missouri.

Mayor Pro Tem Spallo moved **BILL NO. 23-27** be placed on its First Reading. **Councilman Garnos** seconded. The Vote: All "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. 23-27**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Garnos** seconded. The Vote: All "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. 23-27** and enact the Bill as **Ordinance 4.646**. **Councilman Garnos** seconded.

Roll Call vote: "Aye:"- Councilman Smith, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore; "Nay:" Councilman Mallams. (4-1) Mayor Moore stated **BILL NO. 23-27** stands enacted as **Ordinance Number 4.646**.

Item No. 13. On the Agenda. FIRST READING BILL NO. 23-28 An Ordinance approving the plat for 2320 NE 72nd Street, a subdivision in Gladstone, Clay County, Missouri and directing the appropriate officials to affix their signatures to said plat for recording.

Councilman Garnos moved **BILL NO. 23-28** be placed on its First Reading. **Mayor Pro Tem Spallo** seconded. The Vote: All "Aye:" Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilman Garnos moved to accept the First Reading of **BILL NO. 23-28**, waive the rule and place the Bill on its Second and Final Reading. **Mayor Pro Tem Spallo** seconded. The Vote: All "Aye:" Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilman Garnos moved to accept the Second and Final Reading of **BILL NO. 23-28** and enact the Bill as **Ordinance 4.647**. **Mayor Pro Tem Spallo** seconded.

Councilman Smith reported that a majority of the time, he is in favor of more density and that it's a reasonable request; however, he stated that Mr. Wages and the others know the property and the neighborhood better than anyone and that the last Comprehensive Plan also discussed "greening" of our city. He stated that he didn't feel having two gigantic concrete pads against NE 72nd Street is appropriate at this time.

Councilman Garnos reported that there have always been arguments for or against density and its always been a struggle. He expressed his thoughts about the replatting of the property and he doesn't believe it is going to significantly hurt the traffic in the area, the storm water can be dealt with, and believes there are other pressures on that area for traffic that will be considerable, but doesn't think

building an extra home will have an impact on traffic issues. He reported that he believes he will support it because he likes to see new homes in Gladstone.

Roll Call vote: "Aye:" Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore, "Nay", Councilman Smith and Councilman Mallams. (3-2) Mayor Moore stated **BILL NO. 23-28** stands enacted as **Ordinance Number 4.647**.

Item No. 14. On the Agenda. **FIRST READING BILL NO. 23-29** An Ordinance approving a Sixth Amendment to the Cooperative Agreement for Sewer Service between the City of Kansas City, Missouri, and Gladstone, Missouri, revising the fee schedule associated with the disposal of lime sludge, and authorizing the City Manager to execute the agreement on behalf of the City.

Councilman Mallams moved **BILL NO. 23-29** be placed on its First Reading. **Councilman Smith** seconded. The Vote: All "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. 23-29**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Smith** seconded. The Vote: All "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. 23-29** and enact the Bill as **Ordinance 4.648**. **Councilman Smith** seconded.

Roll Call vote: All "Aye:" Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) Mayor Moore stated **BILL NO. 23-29** stands enacted as **Ordinance Number 4.648**.

Item No. 15. On the Agenda. **RESOLUTION R-23-50** A Resolution authorizing the City Manager to execute a contract with Infrastructure Solutions, LLC, in the total amount not to exceed \$968,040.00 for the FY24 Water Main Replacements and Storm Drainage, Project WP2487.

Councilman Smith moved to approve **RESOLUTION R-23-50** A Resolution authorizing the City Manager to execute a contract with Infrastructure Solutions, LLC, in the total amount not to exceed \$968,040.00 for the FY24 Water Main Replacements and Storm Drainage, Project WP2487.

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

Item No. 16. On the Agenda. **RESOLUTION R-23-51** A Resolution authorizing acceptance of a Sourcewell proposal from Red Equipment, LLC for the purchase of a RAVO 5 iSeries Street Sweeper in the total amount of \$293,523.00.

Mayor Pro Tem Spallo moved to approve **RESOLUTION R-23-51** A Resolution authorizing acceptance of a Sourcewell proposal from Red Equipment, LLC for the purchase of a RAVO 5 iSeries Street Sweeper in the total amount of \$293,523.00. **Councilman Smith** seconded. The Vote: All "Aye:" Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

Item No. 17. On the Agenda. Other Business.

There was no other business.

Item No. 18. On the Agenda. Adjournment.

Mayor Moore adjourned the August 14, 2023, Regular City Council meeting at 8:27 pm.

Respectfully submitted:

Kris Keller, City Clerk

Approved as presented: _____

Approved as modified: _____

Jean B. Moore, Mayor







Jonathan Mirfasahi
Tel: 913-645-6357





PROCLAMATION

WHEREAS, September 2023 marks the two hundred thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

NOW, THEREFORE, I, Jean B. Moore, Mayor of the City of Gladstone, Missouri, on behalf of the members of the Gladstone City Council and all Gladstone residents, do hereby recognize the week of September 17 through September 23, 2023, as:

CONSTITUTION WEEK

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

Signed this 28th Day of August 2023



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 8/18/2023

Department: Community Development

Meeting Date Requested: 8/28/2023

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

Subject: Special Event Permit

Background: Due to the extreme inclement weather on Saturday, August 12th the tournament scheduled for August 13th was canceled. The applicant is requesting approval of a rescheduled date of Sunday, September 17, 2023.

The Good Shepherd (GS Disc Golf) Church will be hosting the Professional Disc Golf Association (PDGA) Flex Start (Disc Golf) Tournament.

The event will take place at Hobby Hill Park on Sunday September 17, 2023 from 1:00 pm to 5:00 pm. Temporary signs will be set out for the event.

Budget Discussion: N/A

Public/Board/Staff Input: N/A

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

Alan Napoli
Department Director/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: MAY 26, 2023
PERMIT NO.: SEP23-00069
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: PDGA FLEX START TOURNAMENT (DISC GOLF)
LOCATION OF EVENT: 7601 N. BROADWAY AVENUE
HOBBY HILL PARK
DATE OF EVENT: SUNDAY, SEPTEMBER 17, 2023
TIME OF EVENT: 1:00 PM TO 5:00 PM
EST. ATTENDANCE: 80±

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

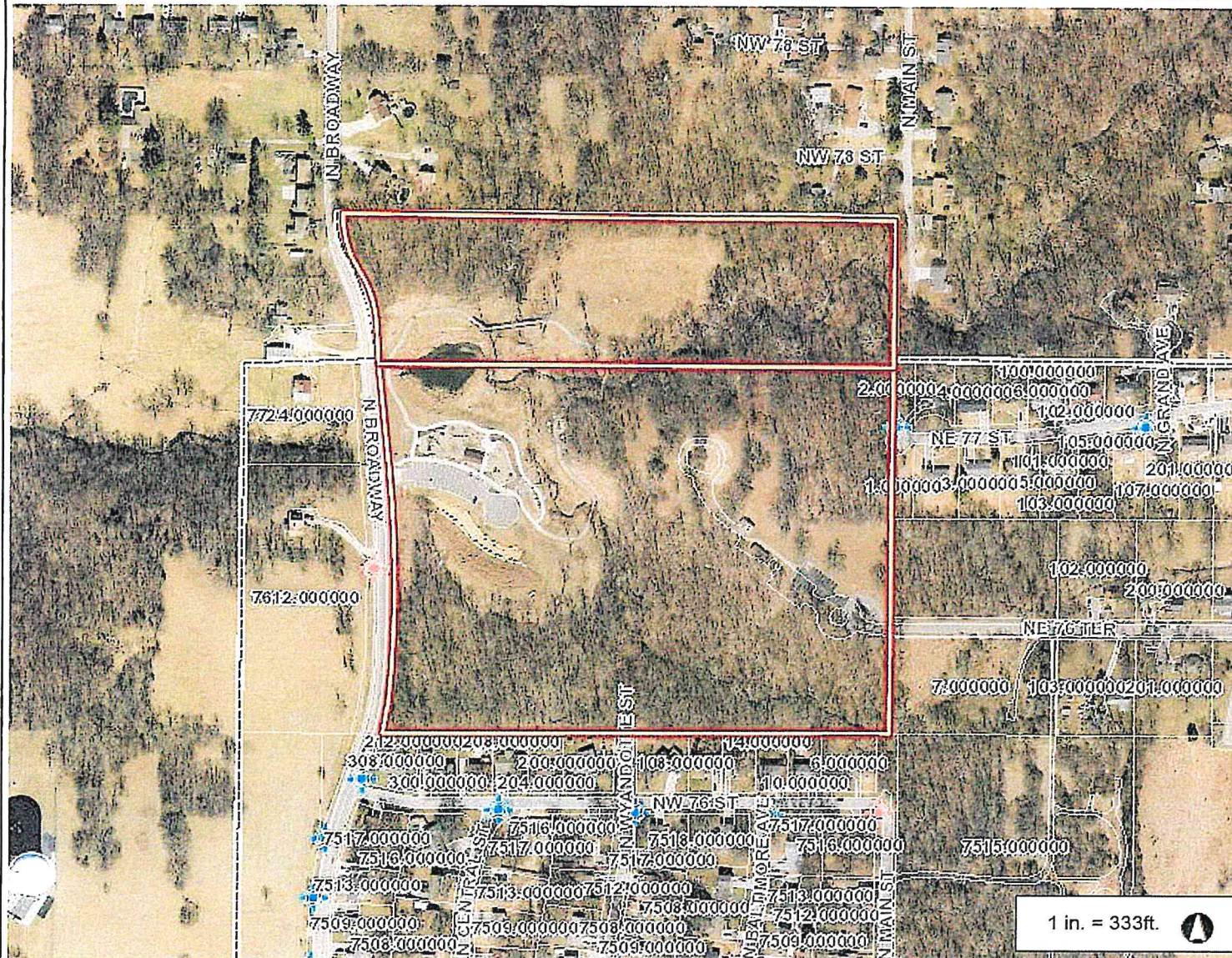
ATTACHMENT(S):

☒ Map

☐ Other _____



Gladstone, MO



Legend

- 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 ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 8/8/2023

Department: Community Development

Meeting Date Requested: 8/28/2023

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

Subject: Special Event Permit

Background: Gladstone Area Chamber of Commerce will host their 44th Annual Gladfest. This is a family-friendly fall event featuring community pep rally, kids' activities, live entertainment, vendor and food booths, carnival, and much more. Gladfest is a three (3) day event taking place around City Hall and at Linden Square beginning on Friday, September 29th and running thru Sunday, October 1st. The daily time frame(s) of the event will be as follows:

- Friday – 5:00 pm to 10:00 pm
- Saturday – 10:00 am to 10:00 pm
- Sunday – 12:00 pm to 4:00 pm

North Holmes Street will be closed from NE 69th Street to NE 70th Terrace as will NE 70th Street from N. Cherry Street to N. Holmes Street. The carnival will be set up along N. Holmes Street beginning Wednesday, September 27th, which will require extended closure of N. Holmes Street. Additional streets in and around City Hall will be set up as temporary one-way streets to facilitate traffic flow.

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 |
Building Official

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: AUGUST 8, 2023
PERMIT NO.: SEP23-00080
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: GLADFEST
LOCATION OF EVENT: 7010 N HOLMES STREET
GLADSTONE CITY HALL
(ALONG N HOLMES STREET)
602 NE 70TH STREET
LINDEN SQUARE
DATE OF EVENT: FRIDAY, SEPTEMBER 29, 2023
SATURDAY, SEPTEMBER 30, 2023
SUNDAY, OCTOBER 1, 2023
TIME OF EVENT: FRIDAY – 5:00 PM TO 10:00 PM
SATURDAY – 10:00 AM TO 10:00 PM
SUNDAY – 12:00 PM TO 4:00 PM
EST. ATTENDANCE: 15,000±

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.
- ☒ Section 3.100.180 Dogs on grounds of Gladfest and Bluesfest prohibited.

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 _____



Designated
Smoking Area

Dentistry for Children

Oakhill Day School

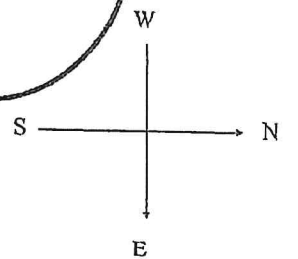
Alcohol Consumption Area
Inside Linden Square

Linden Square Stage

Alcohol Consumption Area
Inside Linden Square

70th Street

Holmes St

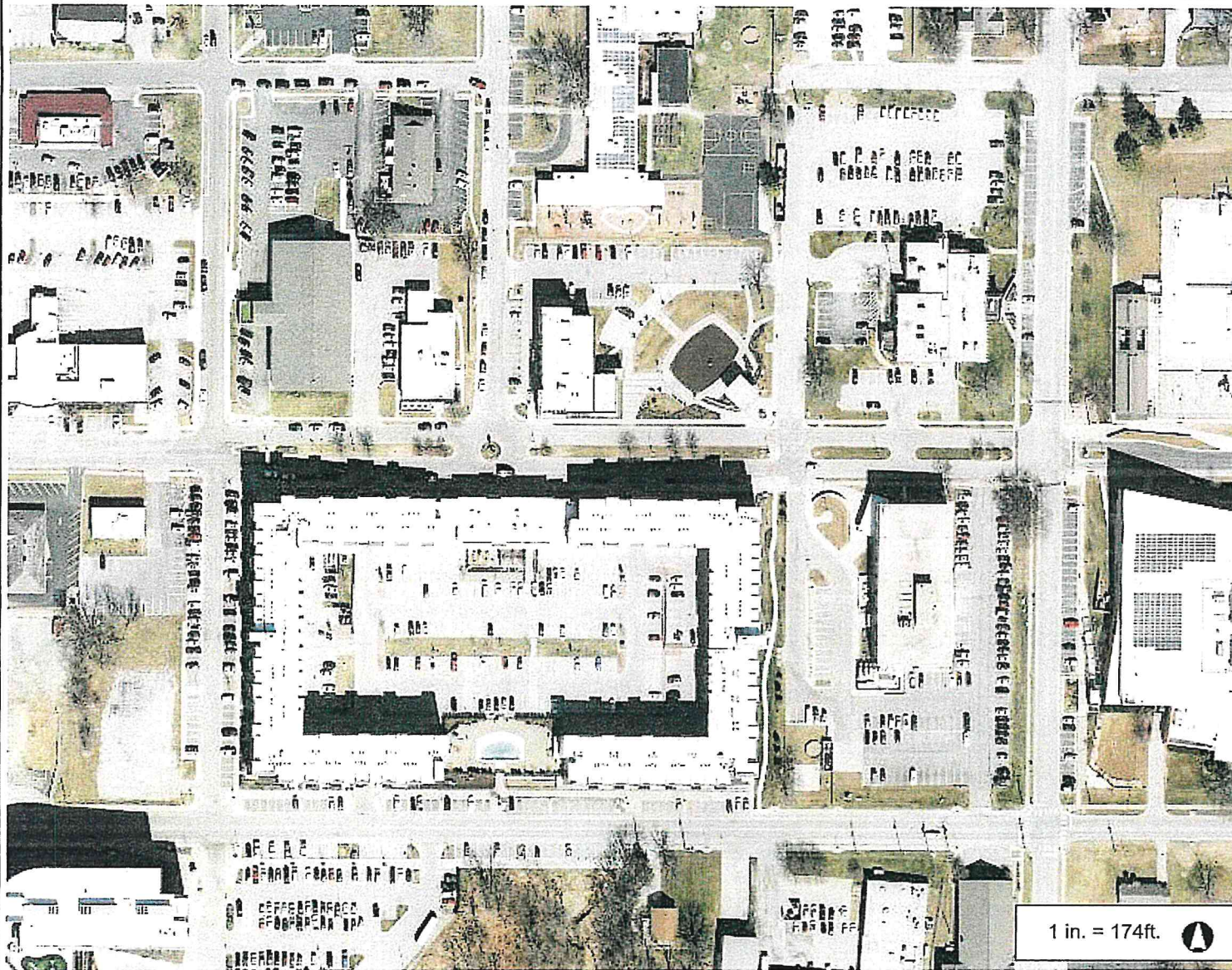


Threshold
Art Statue

Designated
Smoking
Area



Gladstone, MO



1 in. = 174ft.



347.5 0 173.75 347.5 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

Notes



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 8/22/2023

Department: Community Development

Meeting Date Requested: 8/28/2023

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

Subject: Building Permit

Background: Walmart is requesting approval of a building permit for the addition of a Walmart Health Center. The health center is a 5,418 square foot addition to the NW corner of the existing building. The center will be accessible from outside and inside of Walmart. The materials and color pallet of the addition comply with our Site and Design Regulations. Attached please find a rendering, floor plan and site plan.

Budget Discussion: N/A

Public/Board/Staff Input: See attached Staff Report.

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

Alan Napoli
Department Director/Administrator

JM
City Attorney

BB
City Manager

BUILDING PERMIT STAFF REPORT



CITY OF GLADSTONE
Community Development Department
7010 N. Holmes Street
Gladstone, Missouri 64118
Tel. (816) 436-2200 Fax (816) 436-2228



TO: CITY COUNCIL
FROM: COMMUNITY DEVELOPMENT
DATE: AUGUST 22, 2023
PERMIT NO.: BP23-00144

GENERAL INFORMATION

BUSINESS/PROPERTY NAME: Walmart (Walmart Health Center)
APPLICANT: Giattina Aycock Architecture Studio, Inc.
STATUS OF APPLICANT: Architect of Record
OWNER: Walmart
REQUESTED ACTION: Approval of Building Permit
PURPOSE: Addition for Health Center
LOCATION: 7209 N Prospect Avenue
SIZE: 5,418 sq. ft.

ZONING INFORMATION

EXISTING LAND USE: CP-3
SURROUNDING LAND USE-N: RPCH-1 & KCMO
E: R-1
W: RPCH-1, R-1, and CP-2
S: CP-1, CP-2, and RP-4
COMPREHENSIVE PLAN: Commercial
ZONING HISTORY: None Recent

APPLICABLE REGULATIONS

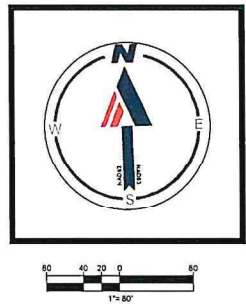
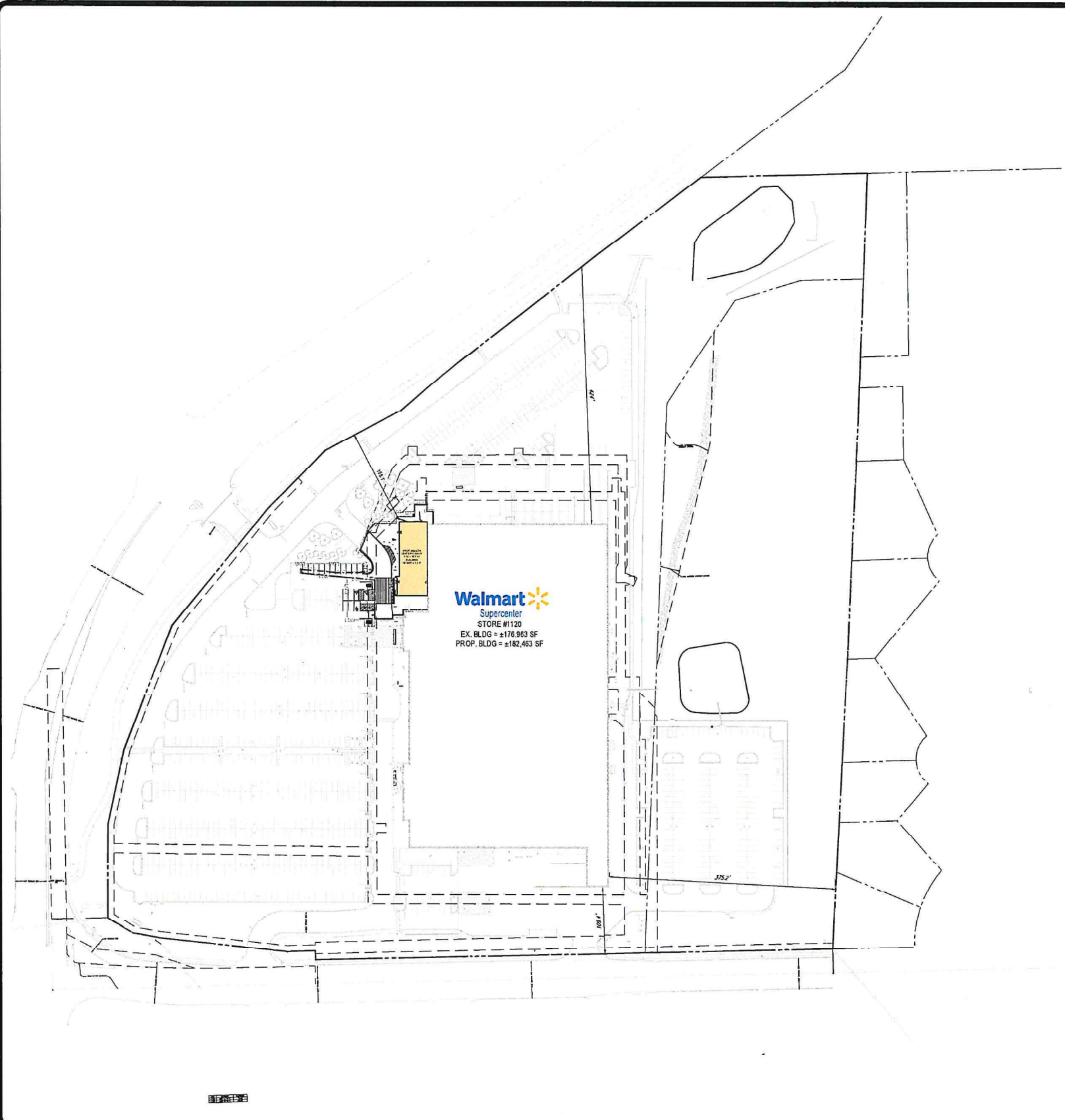
2021 IBC, 2021 IEBC, 2020 NEC, 2021 IFC, 2021 IECC, 2021 IFGC, 2021 IMC,
2021 IPC, 2021 ISPSC, AND 2017 ICC A117.1

ADDITIONAL COMMENTS

No additional comments

DOI: 10.1002/2012JG002318

A102



SITE DATA:

SITE ADDRESS (S):	7207 N M1 HWY, GLADSTONE, MO 64119	
SITE AREA	1,176,904 SF (27.06 AC)	
PARCEL ID NO (S):	1440000100400	
ENGINEER:	BOHLER ENGINEERING 2600 NETWORK BLVD, SUITE 310 FRISCO, TX 75034	
LAND USE	EXISTING SHOPPING CENTER	PROPOSED SHOPPING CENTER
ZONING	CP-3 PLANNED COMMERCIAL DISTRICT	CP-3 PLANNED COMMERCIAL DISTRICT
ABUTTING ZONING	R-1 (EAST, NORTH, WEST) RP-4 (SOUTH) CP-1 (SOUTH) UP-1 (SOUTH)	R-1 (EAST, NORTH, WEST) RP-4 (SOUTH) CP-1 (SOUTH) UP-1 (SOUTH)
SETBACKS:	REQUIRED	PROPOSED
FRONT:	30'	158.1'
SIDE:	60'	109.4'
SIDE:	100'	424.0'
REAR:	15'	375.2'
BUILDING AREA:	EXISTING ± 176,963 SF	PROPOSED ± 182,463 SF
WITHIN LIMITS OF DISTURBANCE:		
IMPERVIOUS AREA:	± 18,453 SF	± 18,764 SF
PERVIOUS AREA:	± 610 SF	± 299 SF
FLOOR TO AREA RATIO (FAR)	0.150	0.154
BUILDING HEIGHT:		12'-0"
PARKING:	EXISTING	PROPOSED
TOTAL PROVIDED PARKING SPACES:	959 SPACES	956 SPACES
TOTAL ADA PROVIDED PARKING SPACES:	21 SPACES	24 SPACES
PARKING RATIO	5.42 / 1000	5.24 / 1000
MIN. REQUIRED PARKING SPACES:	886 SPACES	902 SPACES

CAUTION - NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE IMPROVEMENTS SHOWN BY THESE PLANS.

REVISIONS	BY
REVISION 1 2/23/23	LB

BOHLER
2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7200

DEAN D. CARROLL
REGISTERED PROFESSIONAL ENGINEER
EXPIRATION DATE: 7-26-25

SUPERCENTER #1120
GLADSTONE, MO
WAL-MART REAL ESTATE
7207 N M1 HWY
GLADSTONE, MO 64119



DRAWN LB
CHECKED SM
DATE 04/05/2023
JOB No. PLA230020-00PP-4)
SHEET TITLE OVERALL SITE PLAN
SHEET NUMBER C-301



Request for Council Action

RES ☒ # R-23-52

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 8/23/2023

Department: Finance

Meeting Date Requested: 8/28/2023

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

Subject: Genetec Streamvault Video Server

Background: The existing video server that operates and stores data from the City's security cameras is nearing capacity. With the expansion of the Police Headquarters and co-located dispatch, the existing server will need to be updated to handle additional security cameras.

Budget Discussion: Funds are budgeted in the amount of \$ 16,076.00 from the CIST Fund (ARPA 3). Ongoing costs are estimated to be \$0annually. Previous years' funding was \$0.

Public/Board/Staff Input: With the existing server that operates and stores data from the City's security cameras close to full capacity, staff is proposing the purchase of a new Genetec Streamvault server. The new server will manage the existing security and will have the capability to manage the new cameras that will be added to the Police Headquarters and co-located dispatch. The new server will also host services that manage the access control system for City Hall and the Police Headquarters. Electronic Technology Incorporated (ETI) is currently the company that provides support for the existing Genetec server. It is staff's understanding that only the supporting vendor can provide a new server. A five year warranty is included with this purchase.

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-23-52

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM ELECTRONIC TECHNOLOGY, INCORPORATED, FOR THE PURCHASE OF A GENETEC STREAMVAULT VIDEO SERVER IN THE AMOUNT OF \$16,076.00 FOR USE IN THE NEW CO-LOCATED EMERGENCY SERVICES COMMUNICATIONS CENTER.

WHEREAS, Electronic Technology, Incorporated is a sole source provider for Genetec equipment due to licensing constraints; and

WHEREAS, a bid was received from Electronic Technology, Incorporated at \$16,076.00. It is recommended that the City accept the bid price and purchase a Genetec Streamvault Video Server from Electronic Technology, Incorporated; and

WHEREAS, monies were obtained from the American Rescue Plan Act (ARPA) for the use in the build out of the Co-Located Emergency Services Communications Center Project.

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 through Electronic Technology, Incorporated in the amount of \$16,076.00 for the purchase of a Genetec Streamvault Video Server.

FURTHER, THAT, funds for such purpose are authorized from the American Rescue Plan Act (ARPA) funds designated for this project.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28TH DAY OF AUGUST 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # **R-23-53**

BILL ☐ # **City Clerk Only**

ORD ☐ # **City Clerk Only**

Date: 8/22/2023

Department: Parks & Recreation

Meeting Date Requested: 8/28/2023

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

Subject: Happy Rock Softball Infield Renovation

Background: Three of the infields at the Happy Rock Park softball complex are not draining properly and staff is subsequently having to cancel games due to the infields being too wet. This renovation will “pitch” the fields to drain to the outfield and have a field conditioner product applied that will help them dry quicker, so play can resume after rainfall.

Budget Discussion: Funds are budgeted in the amount of \$ 27,195.00 from the CIST Fund.

Public/Board/Staff Input: It is the recommendation of the Department of Parks, Recreation and Cultural Arts to accept the lowest bid provided by GameTime Turf Care Inc. in the amount of \$27,195.00 to complete this work.

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-23-53

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GAMETIME TURF CARE, INCORPORATED, IN THE TOTAL AMOUNT NOT TO EXCEED \$27,195.00 FOR THE RENOVATION OF THE HAPPY ROCK SOFTBALL INFIELDS.

WHEREAS, the City requested proposals for the work, and the proposal of Gametime Turf Care, Incorporated, in the amount of \$27,195.00 has been determined by the Director of Parks, Recreation and Cultural Arts to be the lowest and best proposal.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Gametime Turf Care, Incorporated, for a total amount not to exceed \$27,195.00.

FURTHER, funds for such purpose are authorized from the Fiscal Year 2024 lease Capital Improvement Sales Tax Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF AUGUST 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-54

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/21/2023

Department: General Administration

Meeting Date Requested: 8/28/2023

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

Subject: A Resolution authorizing the City Manager to execute a professional services agreement with Tusa Consulting in the total amount of \$50,160.00 for design and consulting services for the Co-Located Emergency Services Communications Center.

Background: The Co-located Emergency Services Communications Center is currently under construction, which will consist of eleven (11) console positions serving the City of Gladstone, City of Liberty, and the Clay County Sheriff's Department. Incorporating the Radio, Computer-Aided Dispatch (CAD), 911 Answering Point, Digital Recording, Fiber Optic, Microwave, and Battery Backup Systems from the three (3) agencies and ensuring all function properly will require the use of a consulting firm with expertise in these systems and general knowledge in the operation and function of each jurisdiction. Tusa Consulting performed consulting services for all participating agencies when the Metropolitan Area Regional Radio System (MARRS) was first implemented and thus has been chosen to provide consulting services because of their familiarity with the systems and the present urgency of completing the project. Representatives from the three (3) participating agencies have agreed to the selection of Tusa Consulting and find the proposed fee structure to be reasonable and appropriate within the industry standard. American Rescue Plan Act funding dedicated to the project will be used as the financing source.

Budget Discussion: Funds are budgeted in the amount of \$50,160.00 from the ARPA Co-Located Dispatch Project. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$NA.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution due to Tusa Consulting being the primary MARRS consultant for all participating agencies and the importance and urgency of completing the project in a timely manner.

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

Bob Baer
City Manager

JM
City Attorney

RESOLUTION R-23-54

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TUSA CONSULTING IN THE TOTAL AMOUNT OF \$50,160.00 FOR DESIGN AND CONSULTING SERVICES FOR THE CO-LOCATED EMERGENCY SERVICES COMMUNICATIONS FACILITY.

WHEREAS, a new Emergency Services Communications Center is under construction and will be co-located by Clay County, the City of Liberty, and the City of Gladstone; and

WHEREAS, due to the technical nature of integrating the communications systems together for all three (3) agencies, professional consulting services are required to ensure the communications center functions reliably; and

WHEREAS, Tusa Consulting Services has performed consulting services for the three (3) participating agencies in the past and is best qualified to integrate the communications equipment into a single location.

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 enter into a professional services agreement with Tusa Consulting Services in the total amount of \$50,160.00.

FURTHER, THAT, funding for this agreement is budgeted from the America Rescue Plan Act resources dedicated to the Co-located Emergency Services Communications Center project.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF AUGUST 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-55

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/16/2023

Department: Public Works

Meeting Date Requested: 8/28/2023

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

Subject: Final Payment, 2022 Mill and Overlay Program, Project TP2306

Background: Work has been completed on the referenced project and the contractor, Superior Bowen Asphalt Co., has made application for final pay. Change orders resulted from adjustments of plan quantities to actual quantities installed per field measurement, and inclusion of the asphalt price index adjustment.

Budget Discussion: Funds for this contract were budgeted in the TST Fund and The American Rescue Plan Act funding.

Original Contract Amount:	\$ 1,496,617.20
Change Order(s):	<u>7,321.42</u>
Revised Contract Amount:	\$ 1,503,938.62
Amount Paid to Date:	<u>1,428,741.69</u>
Total Amount Due Final Pay:	<u>\$ 75,196.93</u>

Public/Board/Staff Input: N/A

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-23-55

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC, FOR THE 2022 MILL AND OVERLAY PROGRAM, PROJECT TP2306, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$75,196.93.

WHEREAS, work under the contract with Superior Bowen Asphalt Company, LLC for the 2022 Mill and Overlay Program, Project TP2306, has been completed to the satisfaction of the Director of Public Works.

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

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

Original Contract Amount:	\$ 1,496,617.20
Change Order(s):	<u>7,321.42</u>
Revised Contract Amount:	\$ 1,503,938.62
Amount Paid to Date:	<u>1,428,741.69</u>
Total Amount Due Final Pay:	<u>\$ 75,196.93</u>

FURTHER, THAT, funds for such purpose are authorized from the Transportation Sales Tax Fund and The American Rescue Plan Act funding.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF AUGUST 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



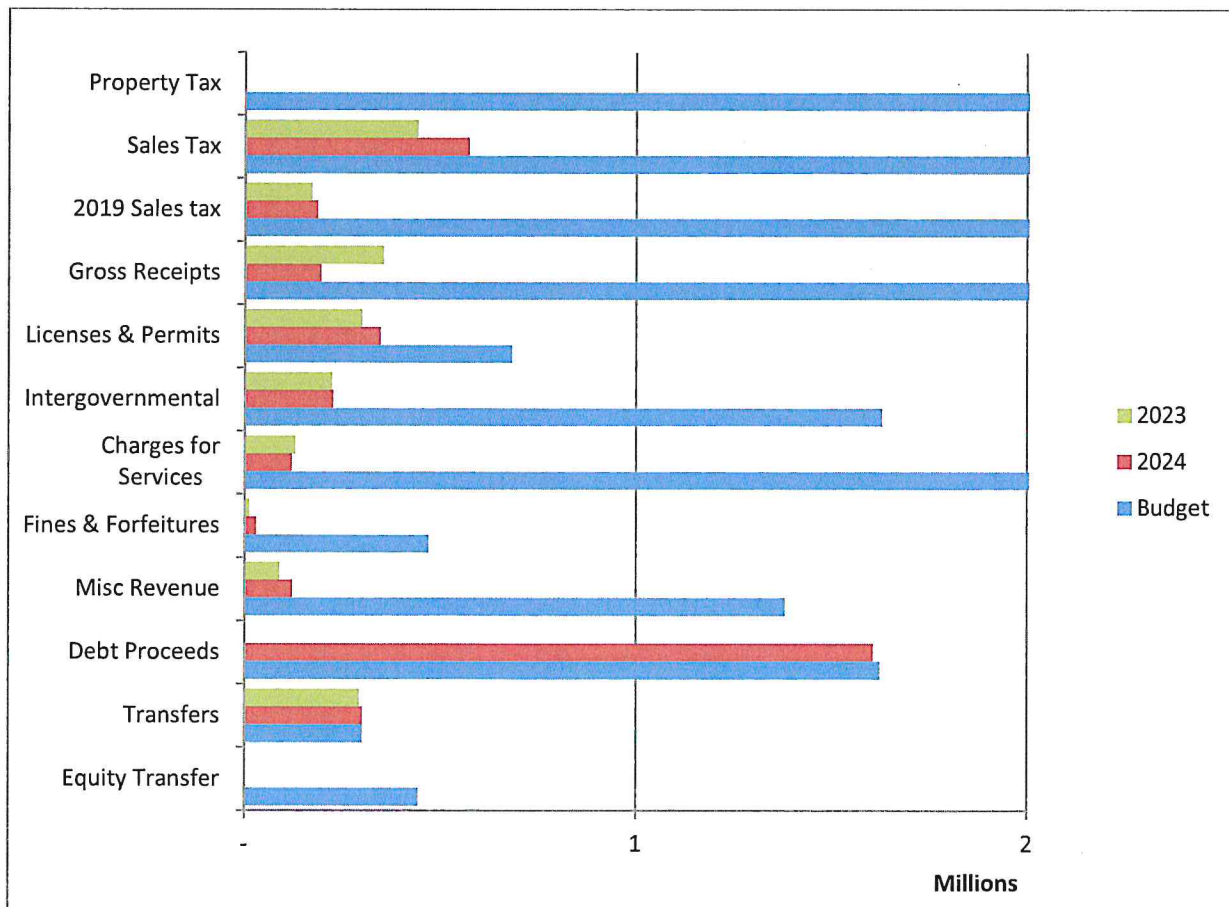
CITY OF GLADSTONE MISSOURI

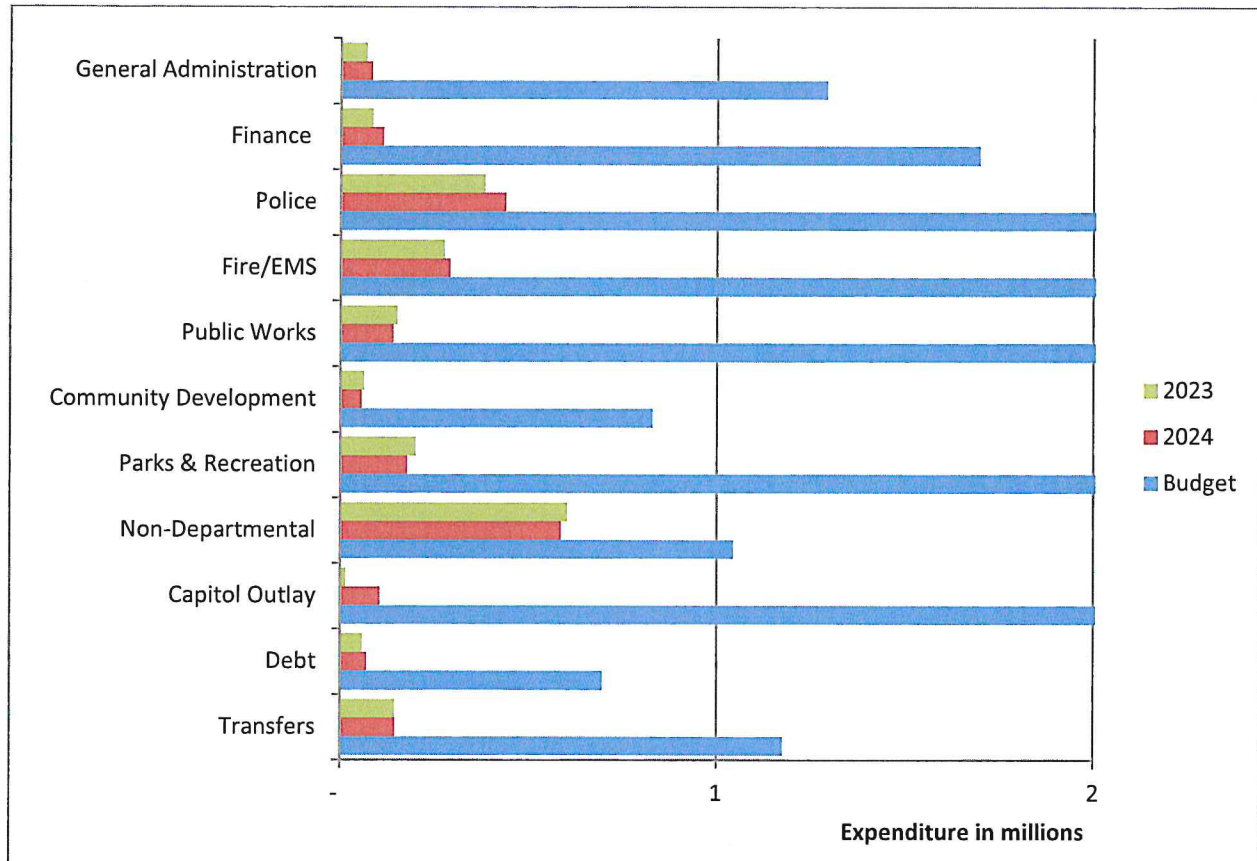
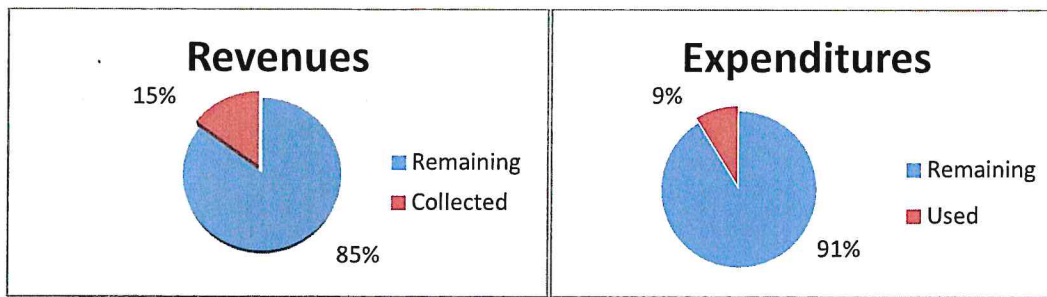
Financial Report for 1 Month Ending
July 31, 2023

GENERAL FUND

General Fund Revenues

Total revenues for the General Fund through 1 month or 8% of this fiscal year are \$3,699,943 compared to total budgeted revenues for the year of \$24,812,915 or 15% of budgeted revenue. No property tax revenue has been received (not unreasonable for July). Sales tax on a cash basis is \$572,665 or \$131,533 (30%) more than last year due to increases from use tax. The 2019 sales tax (1/2 cent sales tax passed in 2019) is \$185,925, an increase of 9%. Gross receipts taxes are \$193,965, a decrease of \$160,016 due to the timing of electricity gross receipts. License and Permit revenues are 346,632, 16% or \$47,473 more than FY23 due to business license renewals. Intergovernmental revenue is \$225,789 or \$2,599 (1%) over the previous year due to increased receipts from the state gas tax. Charges for Services are \$119,373 a decrease of 8% or \$10,185 compared to the previous year due to concession and recreation. Fines and Forfeitures have increased from the same time last year to \$28,617. Miscellaneous Revenue is \$120,311, an increase of \$31,387 due to interest income. Debt proceeds for the General Fund are \$1,606,666. Transfers into the fund are \$300,000. An equity transfer of \$443,470 is budgeted for the 2024 fiscal year.

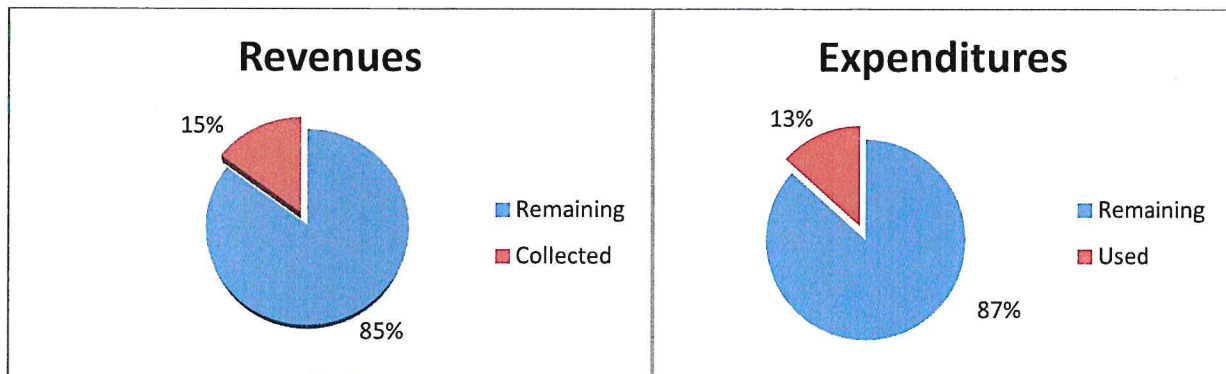
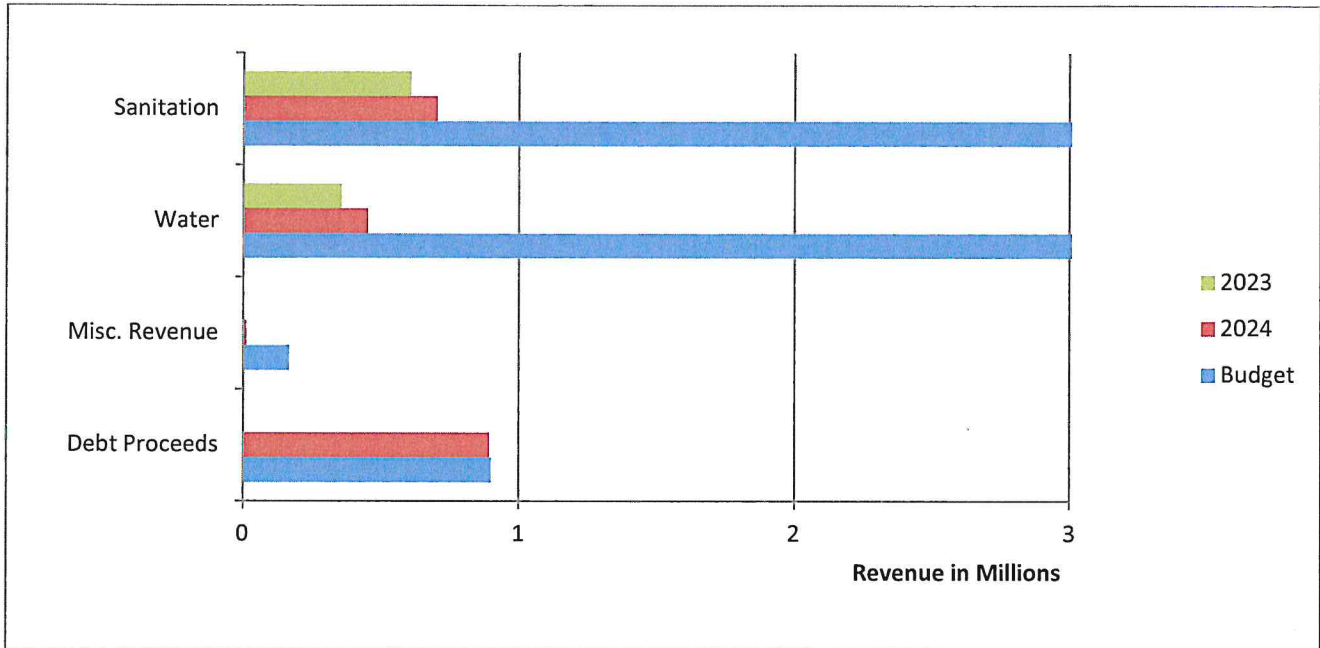




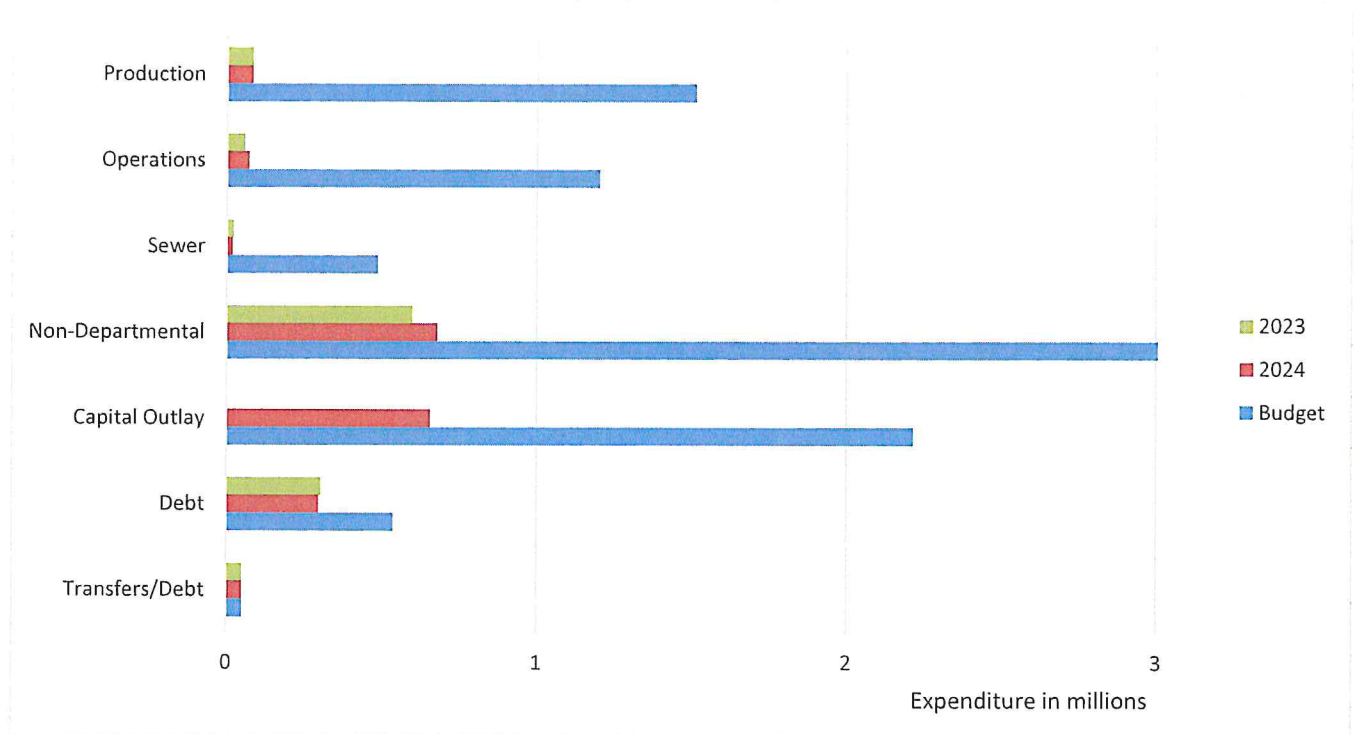
Expenditures through 1 month or 8% of this fiscal year amounted to \$2,202,149 or 9% of FY24 budgeted expenditures of \$24,812,915. This indicates that actual expenditures are 8% or \$154,582 more than last year's expenditures of \$2,047,567. General Administration expenditures are \$82,439, an increase of \$14,106 or 6% due to allocation of cyber security insurance to loss control (HR line item). Finance expenditures have increased \$27,931 to \$112,957 due to changes in personnel (addition of payroll and third IT position). Police expenditures are \$439,121, an increase of \$56,108. Fire/EMS expenditures have increased \$15,612 to \$290,635. Public Works expenditures are \$139,469, \$11,562 or 8% less than the prior year due to the timing of supplies purchases. Community Development expenditures are \$55,473, a decrease of \$7,146. Parks & Recreation expenditures are \$177,040, down \$22,948 from the same time last year due to senior activities. Non-Departmental expenditures are \$586,593, a decrease of \$16,793 due to the the reallocation of cyber security insurance to the HR safety/loss control line item. Capital Outlay is \$104,340. Payments for debt have increased by \$10,012 to \$69,082 due to debt issuance cost for the 2024 lease purchases. Transfers to from the General Fund are \$145,000 (same as previous year). Current revenues exceed current expenditures in the amount of \$1,497,795 (due to lease purchase proceeds).

COMBINED WATER AND SEWERAGE SYSTEM FUND

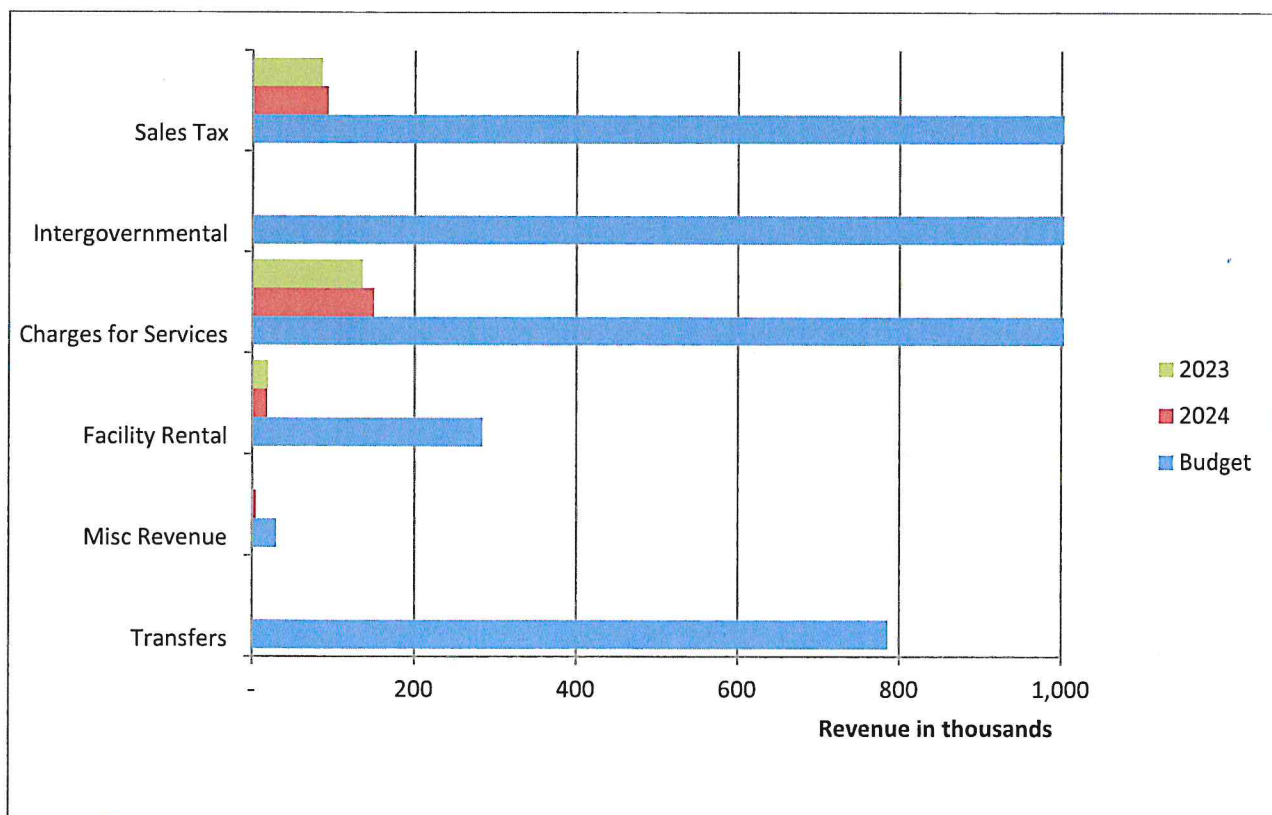
Total budgeted revenues for the fiscal year are \$13,860,435. Total revenues through 1 month or 8% of this fiscal year, amounted to \$2,062,839 or 15% of FY24 budgeted revenues. Increases in both sanitation and water revenues are due to increased water and sewer rates. Debt proceeds of \$893,334 were received for the 2024 equipment lease purchases.

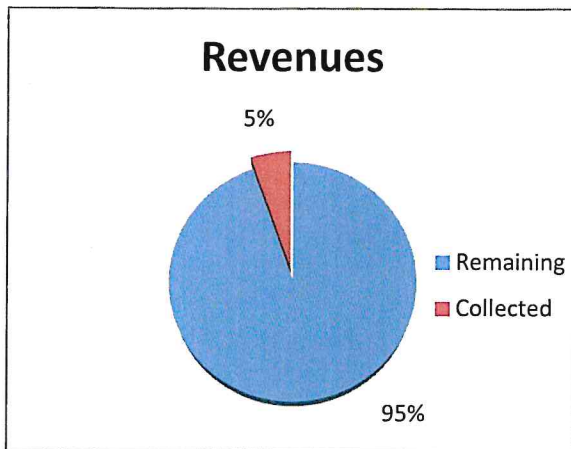


Total budgeted expenditures for the fiscal year are \$13,860,435. Total expenditures through 1 month or 8% of this fiscal year amounted to \$1,858,062 or 13% of FY24 budgeted expenditures. Production expenditures are comparable to previous year at \$82,795. Operations division expenditures are \$70,989, an increase of \$14,307 due to the changes in personnel. Sewer division expenditures have decreased \$2,731 to \$19,208. Non-departmental expenditures are \$679,688, an increase of \$81,222 due to increased sewer charges for sewage treatment. Capital outlay is \$657,393 (purchase of Vactor). Payments for debt are comparable to the previous year at \$297,989. Current revenues exceed current expenditures by \$204,777.



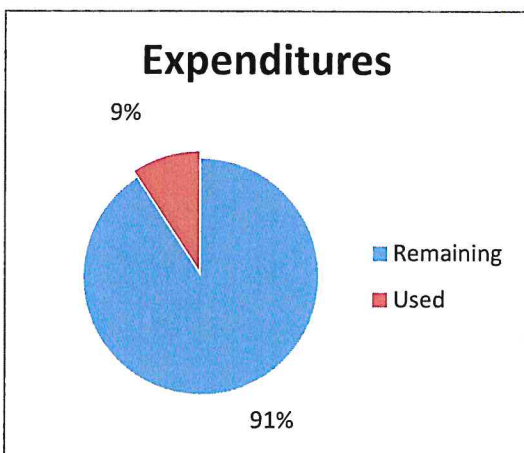
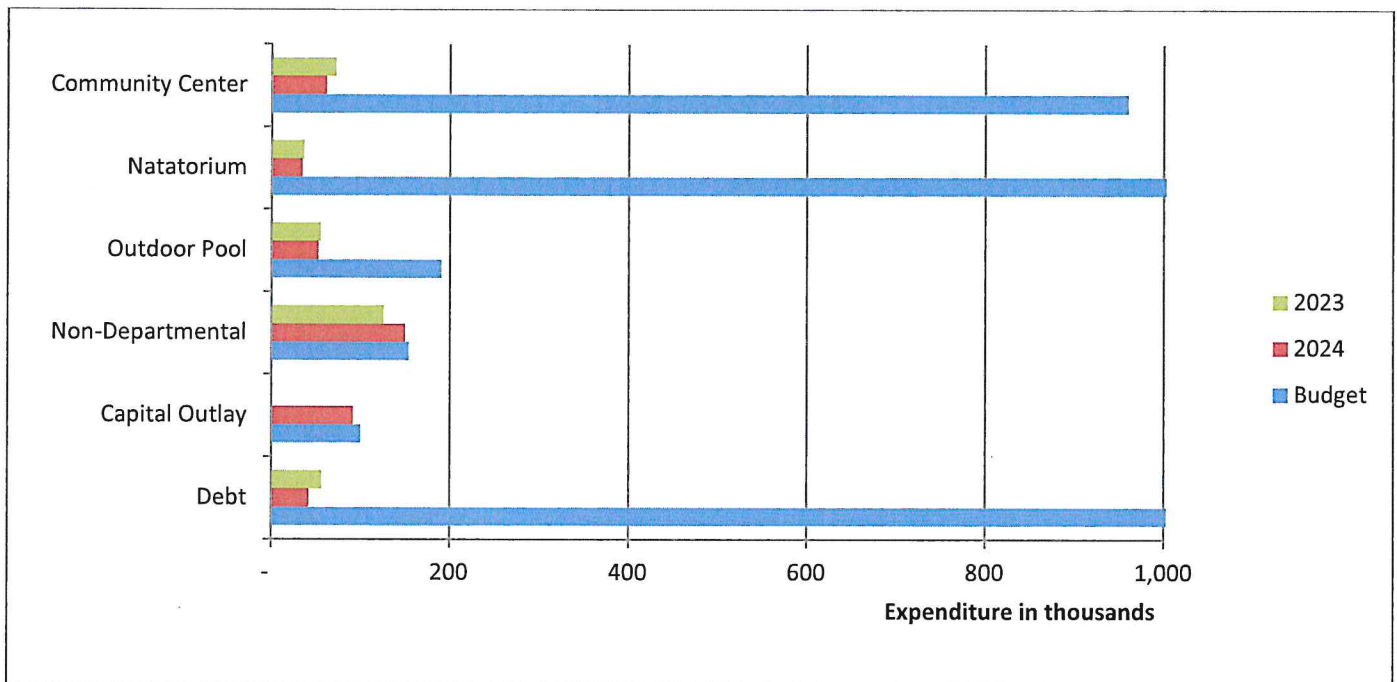
COMMUNITY CENTER AND PARKS TAX FUND





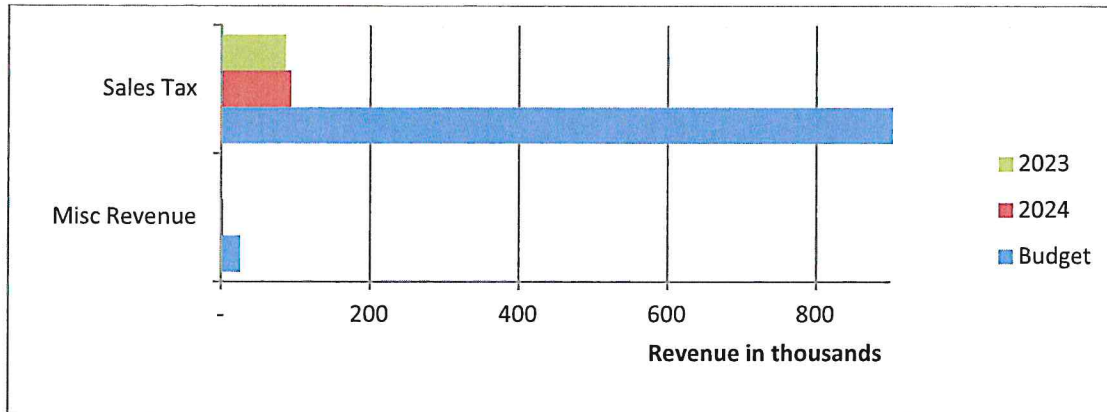
Total budgeted revenues for the fiscal year are \$4,935,650. Total revenues through 1 month or 8% of this fiscal year, amounted to \$265,891 or 5% of FY24 budgeted revenues. Sales tax received is \$93,403, an increase of \$7,495 (9%) from the previous year. Intergovernmental revenue consists of a charge to the North Kansas City School District for the natatorium \$725,000 and \$500,000 in ARPA funding. Revenue from the NKC School District is usually received in January and ARPA funding will be added at yearend. Charges for Services are \$149,805, an increase of \$14,030. Revenue from facility rental is \$18,125 and is comparable to the previous year. Miscellaneous revenue increased to \$4,558.

Budgeted transfers to the fund are \$785,550 and will occur later in the year. There is no equity transfer budgeted for the fiscal year.

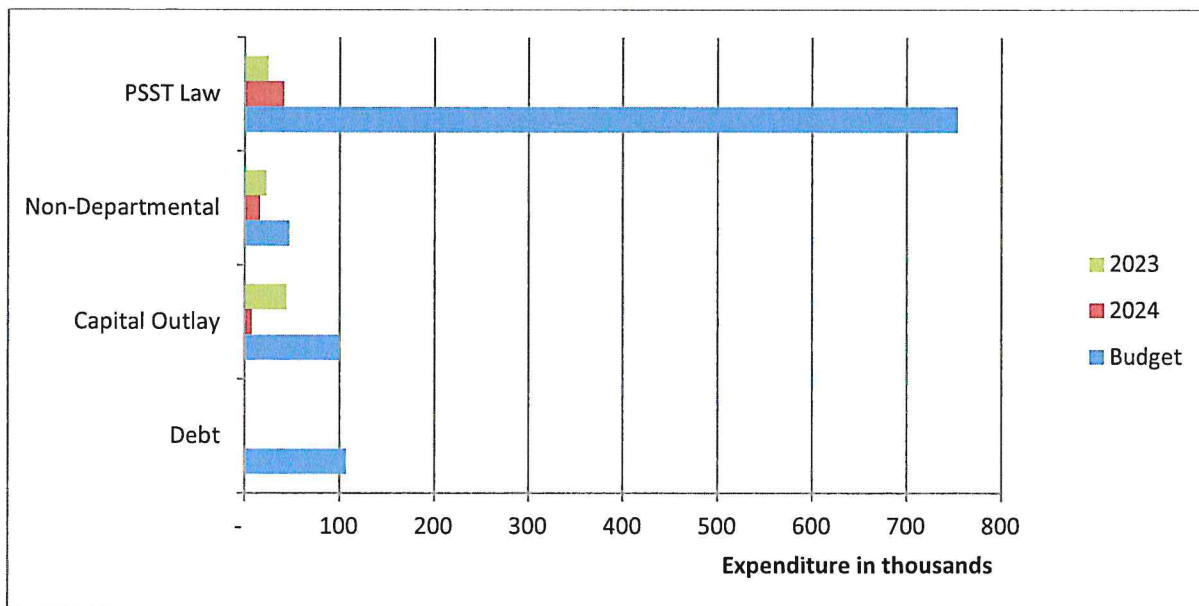
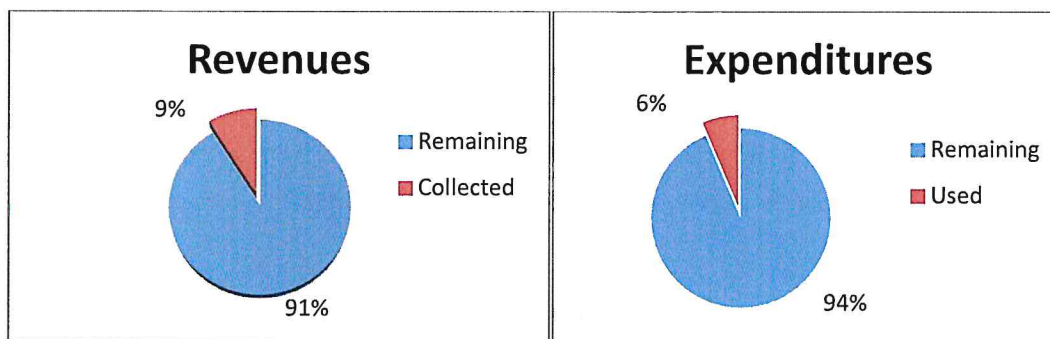


Total budgeted expenditures for the fiscal year are \$4,676,797. Total expenditures through 1 month or 8% of this fiscal year amounted to \$432,597 or 9% of FY24 budgeted expenditures. Community Center expenditures are \$61,692, or 15% less than the previous year due to changes in personnel and building maintenance. Natatorium expenditures are comparable to the previous year at \$34,151. Outdoor Pool expenditures are \$52,392. Non-departmental expenditures have increased 19% to \$150,200, due to increases in property and liability insurance. Capital outlay is \$92,070. Payment for debt is \$42,092. Current expenditures exceed current revenues by \$166,707.

PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$1,076,000. Total revenues through 1 month or 8% of this fiscal year amounted to \$96,354 or 9% of FY24 budgeted revenues. Sales tax on a cash basis is \$93,402, or an increase of \$7,496 (9%). Miscellaneous revenue is \$2,953. An equity transfer for the PSST Fund is not budgeted, at this time.



Total budgeted expenditures for the fiscal year are \$1,006,872. Total expenditures through 1 month or 8% of this fiscal year are \$65,197 or 6% of the FY24 budgeted expenditures. Law division is \$41,166, an increase of \$16,770 from the same time last year due to filled positions. Non-Departmental is \$16,143, compared to \$22,332 during the previous year. Capital outlay is \$7,888. Debt is budgeted at \$107,000, and will occur later in the fiscal year. Current revenue over expense for the fund is \$31,157.

Respectfully submitted,

A handwritten signature in cursive script that reads "Dominic Accurso". The signature is written in dark ink and is positioned above the printed name and title.

Dominic Accurso
Director of Finance



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 23-30

ORD ☒ # 4.649

Date: 8/23/2023

Department: Finance

Meeting Date Requested: 8/28/2023

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

Subject: Lease Purchase Agreement Amendment

Background: In 2016, the City entered into an agreement to execute a lease purchase to improve infrastructure where the Heights at Linden Square complex was built. Improvements included street, water line, and sewer line upgrades that would allow for a larger building on that site.

Budget Discussion: N/A

Public/Board/Staff Input: In 2016, the City entered into a lease purchase with Security Bank to construct infrastructure improvements where the Heights complex now stands. The agreement set the interest rate on the lease purchase at .25% below the prime lending rate and adjust every 3 years. At the time, the federal funds interest rate was near 0% and the prime lending rate was around 3.25%. Today's prime lending rate is 8.5% and the interest rate is set to reset July of 2024. To mitigate the chance of the interest rate of almost tripling, city staff has worked with our partners at Security Bank of Kansas City to come to a mutual beneficial change to the agreement. Security Bank has agreed to amend the agreement (from .25% below prime rate) to decrease the interest rate for the next 3 years to 5.5%.

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

Dominic Accurso
Department Director/Administrator

JM
City Attorney

BB
City Manager

AN ORDINANCE APPROVING THE DELIVERY OF A FIRST AMENDMENT TO AN EXISTING PERSONAL PROPERTY LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF REDUCING INTEREST COSTS FOR THE CITY AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Gladstone, Missouri (the "City") has previously obtained financing for certain personal property (the "Project") through the execution and delivery of a certain Personal Property Lease Purchase Agreement dated January 15, 2016 (the "Original Lease") between the City and Security Bank of Kansas City as successor to First Bank of Missouri (the "Bank"); and

WHEREAS, in order to reduce interest costs associated with the Original Lease, the City and Bank have agreed to enter into a First Amendment to the Lease (the "First Amendment," together with the Original Lease, the "Lease") in substantially the form presented to the City Council at this meeting; and

WHEREAS, in connection with the execution and delivery of the First Amendment, the Bank has requested the execution of certain additional documents (the "Bank Documents"); and

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

Section 1. Authorization of Documents. The First Amendment and the Bank Documents (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 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 Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease and the Bank Documents shall be construed so as to give effect to such intent.

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

Section 2. 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 3. 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 4. 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 28TH DAY OF AUGUST 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

First Reading: August 28, 2023

Second Reading: August 28, 2023

FIRST AMENDMENT TO PERSONAL PROPERTY LEASE PURCHASE AGREEMENT

RECITALS

WHEREAS, the City of Gladstone, Missouri (the “Lessee”) and First Bank of Missouri did enter into a Personal Property Lease Purchase Agreement dated as of January 15, 2016 (the “Original Agreement”), and

WHEREAS, Security Bank of Kansas City (the “Lessor”) is the successor in interest to First Bank of Missouri under the Original Agreement; and

WHEREAS, Lessor and Lessee desire to modify certain provisions of the Original Agreement; and

WHEREAS, Lessor and Lessee are authorized under the constitution and laws of the State of Missouri to enter into this First Amendment to Personal Property Lease Purchase Agreement (the “First Amendment, together with the Original Agreement, the “Agreement”);

NOW THEREFORE, for and in consideration of the premises contained in the Agreement, the parties hereby agree as follows.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Original Agreement, as amended by this First Amendment.

2. Amendment of Original Agreement. Exhibit B of the Original Agreement is hereby replaced with Schedule B attached hereto. For clarification, the Original Agreement contained a payment schedule for the entire \$4,383,000 advanced as of its date. Exhibit B attached hereto is a payment schedule only for the remaining balance of \$3,035,164.80.

3. The Agreement. This First Amendment is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement as so amended. References to the “Agreement” made in the Original Agreement shall mean the Original Agreement as amended by this First Amendment.

4. 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: September 1, 2023.

SECURITY BANK OF KANSAS CITY

By: _____

CITY OF GLADSTONE, MISSOURI

By: _____

Title: City Manager

EXHIBIT B TO PERSONAL PROPERTY LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

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

7/1/2023

Balance: \$ 3,035,164.80

<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Total P&I</u>	<u>Balance</u>
1/1/2024	\$ -	5.50% *	\$ 94,933.09	\$ 94,933.09	\$ 3,035,164.80

* Effective 09/01/23; 62 days at 7.25% and 123 days at 5.50%.

7/1/2024	\$ 233,474.21	5.50%	\$ 83,467.03	\$ 316,941.24	\$ 2,801,690.59
1/1/2025	\$ -	5.50%	\$ 79,186.67	\$ 79,186.67	\$ 2,801,690.59
7/1/2025	\$ 233,474.21	5.50%	\$ 77,046.49	\$ 310,520.70	\$ 2,568,216.38
1/1/2026	\$ -	5.50%	\$ 72,587.78	\$ 72,587.78	\$ 2,568,216.38
7/1/2026	\$ 233,474.21	5.50%	\$ 70,625.95	\$ 304,100.16	\$ 2,334,742.17
1/1/2027	\$ -	5.50%	\$ 65,988.90	\$ 65,988.90	\$ 2,334,742.17
7/1/2027	\$ 233,474.21	5.50%	\$ 64,205.41	\$ 297,679.62	\$ 2,101,267.96
1/1/2028	\$ -	5.50%	\$ 59,390.01	\$ 59,390.01	\$ 2,101,267.96
7/1/2028	\$ 233,474.21	5.50%	\$ 57,784.87	\$ 291,259.08	\$ 1,867,793.75
1/1/2029	\$ -	5.50%	\$ 52,791.12	\$ 52,791.12	\$ 1,867,793.75
7/1/2029	\$ 233,474.21	5.50%	\$ 51,364.33	\$ 284,838.54	\$ 1,634,319.54
1/1/2030	\$ -	5.50%	\$ 46,192.23	\$ 46,192.23	\$ 1,634,319.54
7/1/2030	\$ 233,474.21	5.50%	\$ 44,943.79	\$ 278,418.00	\$ 1,400,845.33
1/1/2031	\$ -	5.50%	\$ 39,593.34	\$ 39,593.34	\$ 1,400,845.33
7/1/2031	\$ 233,474.21	5.50%	\$ 38,523.25	\$ 271,994.46	\$ 1,167,371.12
1/1/2032	\$ -	5.50%	\$ 32,994.45	\$ 32,994.45	\$ 1,167,371.12
7/1/2032	\$ 233,474.21	5.50%	\$ 32,102.71	\$ 265,576.92	\$ 933,896.91
1/1/2033	\$ -	5.50%	\$ 26,395.56	\$ 26,395.56	\$ 933,896.91
7/1/2033	\$ 233,474.21	5.50%	\$ 25,682.17	\$ 259,156.38	\$ 700,422.70
1/1/2034	\$ -	5.50%	\$ 19,796.67	\$ 19,796.67	\$ 700,422.70
7/1/2034	\$ 233,474.21	5.50%	\$ 19,261.62	\$ 252,735.83	\$ 466,948.49
1/1/2035	\$ -	5.50%	\$ 13,197.79	\$ 13,197.79	\$ 466,948.29
7/1/2035	\$ 233,474.21	5.50%	\$ 12,841.08	\$ 246,315.29	\$ 233,474.08
1/1/2036	\$ -	5.50%	\$ 6,598.89	\$ 6,598.89	\$ 233,474.08
7/1/2036	\$ 233,474.08	5.50%	\$ 6,420.54	\$ 239,894.62	\$ -

[EXHIBIT CONTINUES ON NEXT PAGE]

The initial interest rate used to calculate the Interest Portions of Rental Payments under the Agreement is 5.500% which shall be the applicable interest rate under this Agreement through September 1, 2026. Thereafter, the applicable interest rate shall be the U.S. Prime Rate as published in *The Wall Street Journal* and effective as of September 1 of each year, less .25%. For example, the applicable interest rate for the period of September 2, 2026, through September 1, 2027 shall be the rate in effect on September 1, 2026, less .25%). If publication of the U.S. Prime Rate in *The Wall Street Journal* is discontinued for any reason, the applicable prime rate shall mean the interest rate per annum publicly announced from time to time by Bank of America, or any successor thereto, as its "prime rate." Notwithstanding the foregoing, the applicable interest rate under the Agreement shall never exceed 10% or be below 5.50%. Upon determination of the new interest rate, Lessor and Lessee shall cause the Payment Schedule to be recalculated such that total payments in each calendar year are substantially level and are sufficient to repay the amount due hereunder not later than the year 2036, with the assumption that the then applicable rate will stay in effect through the Maximum Term. Interest shall be calculated hereunder on a 365/360 basis.

GOVERNMENTAL CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$3,035,164.80	09-01-2023	07-01-2036	42611		CAB3380	WSK	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Entity: City of Gladstone
Attn: Finance Director
7010 N. Holmes
Gladstone, MO 64118

Lender: Security Bank of Kansas City
N Oak Trafficway
7001 N Oak Trafficway
Gladstone, MO 64118

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is City of Gladstone ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Missouri. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 7010 N. Holmes, Gladstone, MO 64118. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on **September 1, 2023**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIAL. The following named person is an Official of City of Gladstone:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Bob Baer	City Manager	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in his or her judgment should be borrowed; however, not exceeding at any one time the amount of **Three Million Thirty-five Thousand One Hundred Sixty-four & 80/100 Dollars (\$3,035,164.80)**, in addition to such sum or sums of money as may be currently borrowed by the Entity from Lender.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the Official may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Official named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupies the position set opposite his or her respective name. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written

**GOVERNMENTAL CERTIFICATE
(Continued)**

Loan No: 42611

Page 2

notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Certificate, and I personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated September 1, 2023.

CERTIFIED TO AND ATTESTED BY:

X _____
Bob Baer, City Manager of City of Gladstone

NOTE: If the Official signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$3,035,164.80	09-01-2023	07-01-2036	42611		CAB3380	WSK	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: City of Gladstone
Attn: Finance Director
7010 N. Holmes
Gladstone, MO 64118

Lender: Security Bank of Kansas City
N Oak Trafficway
7001 N Oak Trafficway
Gladstone, MO 64118

Principal Amount: \$3,035,164.80

Date of Agreement: September 1, 2023

DESCRIPTION OF EXISTING INDEBTEDNESS.

Personal Property Lease Purchase Agreement and Related Documents dated January 15, 2016 and executed by City of Gladstone, Missouri (Lessee) and First Bank of Missouri, n/k/a Security Bank of Kansas City (Lessor) in the principal amount of \$4,383,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the lease agreement.

DESCRIPTION OF CHANGE IN TERMS.

Effective September 1, 2023, the interest rate will be changed to 5.50% fixed until September 1, 2026. Then beginning September 2, 2026, the interest rate will be Wall Street Journal Prime Rate minus .25% adjusting annually with a floor rate of 5.50% and a ceiling rate of 10.00%.

The payment amount will be modified based on the "Exhibit B to Personal Property Lease Purchase Agreement Payment Schedule" attached. The payment schedule will be updated with each rate change to reflect payment needed to pay loan in full at maturity.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorser of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

CITY OF GLADSTONE

By: _____
Bob Baer, City Manager of City of Gladstone

LENDER:

SECURITY BANK OF KANSAS CITY

X _____
Authorized Signer

EXHIBIT B TO PERSONAL PROPERTY LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

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

7/1/2023

Balance: \$ 3,035,164.80

<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Total P&I</u>	<u>Balance</u>
1/1/2024	\$ -	5.50% *	\$ 94,933.09	\$ 94,933.09	\$ 3,035,164.80

* Effective 09/01/23; 62 days at 7.25% and 123 days at 5.50%.

7/1/2024	\$ 233,474.21	5.50%	\$ 83,467.03	\$ 316,941.24	\$ 2,801,690.59
1/1/2025	\$ -	5.50%	\$ 79,186.67	\$ 79,186.67	\$ 2,801,690.59
7/1/2025	\$ 233,474.21	5.50%	\$ 77,046.49	\$ 310,520.70	\$ 2,568,216.38
1/1/2026	\$ -	5.50%	\$ 72,587.78	\$ 72,587.78	\$ 2,568,216.38
7/1/2026	\$ 233,474.21	5.50%	\$ 70,625.95	\$ 304,100.16	\$ 2,334,742.17
1/1/2027	\$ -	5.50%	\$ 65,988.90	\$ 65,988.90	\$ 2,334,742.17
7/1/2027	\$ 233,474.21	5.50%	\$ 64,205.41	\$ 297,679.62	\$ 2,101,267.96
1/1/2028	\$ -	5.50%	\$ 59,390.01	\$ 59,390.01	\$ 2,101,267.96
7/1/2028	\$ 233,474.21	5.50%	\$ 57,784.87	\$ 291,259.08	\$ 1,867,793.75
1/1/2029	\$ -	5.50%	\$ 52,791.12	\$ 57,791.12	\$ 1,867,793.75
7/1/2029	\$ 233,474.21	5.50%	\$ 51,364.33	\$ 284,838.54	\$ 1,634,319.54
1/1/2030	\$ -	5.50%	\$ 46,192.23	\$ 46,192.23	\$ 1,634,319.54
7/1/2030	\$ 233,474.21	5.50%	\$ 44,943.79	\$ 278,418.00	\$ 1,400,845.33
1/1/2031	\$ -	5.50%	\$ 39,593.34	\$ 39,593.34	\$ 1,400,845.33
7/1/2031	\$ 233,474.21	5.50%	\$ 38,523.25	\$ 271,994.46	\$ 1,167,371.12
1/1/2032	\$ -	5.50%	\$ 32,994.45	\$ 32,994.45	\$ 1,167,371.12
7/1/2032	\$ 233,474.21	5.50%	\$ 32,102.71	\$ 265,576.92	\$ 933,896.91
1/1/2033	\$ -	5.50%	\$ 26,395.56	\$ 26,395.56	\$ 933,896.91
7/1/2033	\$ 233,474.21	5.50%	\$ 25,682.17	\$ 259,156.38	\$ 700,422.70
1/1/2034	\$ -	5.50%	\$ 19,796.67	\$ 19,796.67	\$ 700,422.70
7/1/2034	\$ 233,474.21	5.50%	\$ 19,261.62	\$ 252,735.83	\$ 466,948.49
1/1/2035	\$ -	5.50%	\$ 13,197.79	\$ 13,197.79	\$ 466,948.29
7/1/2035	\$ 233,474.21	5.50%	\$ 12,841.08	\$ 246,315.29	\$ 233,474.08
1/1/2036	\$ -	5.50%	\$ 6,598.89	\$ 6,598.89	\$ 233,474.08
7/1/2036	\$ 233,474.08	5.50%	\$ 6,420.54	\$ 239,894.62	\$ -

[EXHIBIT CONTINUES ON NEXT PAGE]

The initial interest rate used to calculate the Interest Portions of Rental Payments under the Agreement is 5.500% which shall be the applicable interest rate under this Agreement through September 1, 2026. Thereafter, the applicable interest rate shall be the U.S. Prime Rate as published in *The Wall Street Journal* and effective as of September 1 of each year, less .25%. For example, the applicable interest rate for the period of September 2, 2026, through September 1, 2027 shall be the rate in effect on September 1, 2026, less .25%). If publication of the U.S. Prime Rate in *The Wall Street Journal* is discontinued for any reason, the applicable prime rate shall mean the interest rate per annum publicly announced from time to time by Bank of America, or any successor thereto, as its "prime rate." Notwithstanding the foregoing, the applicable interest rate under the Agreement shall never exceed 10% or be below 5.50%. Upon determination of the new interest rate, Lessor and Lessee shall cause the Payment Schedule to be recalculated such that total payments in each calendar year are substantially level and are sufficient to repay the amount due hereunder not later than the year 2036, with the assumption that the then applicable rate will stay in effect through the Maximum Term. Interest shall be calculated hereunder on a 365/360 basis.

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$3,035,164.80	09-01-2023	07-01-2036	42611		CAB3380	WSK	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: City of Gladstone
Attn: Finance Director
7010 N. Holmes
Gladstone, MO 64118

Lender: Security Bank of Kansas City
N Oak Trafficway
7001 N Oak Trafficway
Gladstone, MO 64118

LOAN TYPE. This is a Variable Rate Nondisclosable Loan to a Government Entity for \$3,035,164.80. This is an unsecured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Rate Modification.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$3,035,164.80 as follows:

Other Disbursements:	\$3,035,164.80
\$3,035,164.80 Loan Balance	

Note Principal:	\$3,035,164.80
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CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$500.00
\$500.00 Loan Fee - Commercial	

Total Charges Paid in Cash:	\$500.00
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FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED SEPTEMBER 1, 2023.

BORROWER:

CITY OF GLADSTONE

By: _____
Bob Baer, City Manager of City of Gladstone



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 23-31

ORD ☒ # 4.650

Date: 8/21/2023

Department: Public Works

Meeting Date Requested: 8/28/2023

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

Subject: Kansas Fiber Network, LLC Rights-of-Way Use Agreement

Background: Kansas Fiber Network, LLC (Kansas Fiber) has approached the City requesting a Rights-of-Way Use Agreement to construct, install, maintain, and operate fiber facilities in the City's rights-of-way. Although the initial installation will pass through Gladstone along Missouri Route 1, the fiber network may be expanded in the future per the attached documentation provided by Kansas Fiber.

Budget Discussion: N/A

Public/Board/Staff Input: The short-term and long-term financial impacts are unknown; however, the expansion of fiber facilities in Gladstone is expected to provide customers a broad range of choices and to allow additional providers to operate and complete within the City. City staff recommends execution of the Rights-of-Way Use Agreement.

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

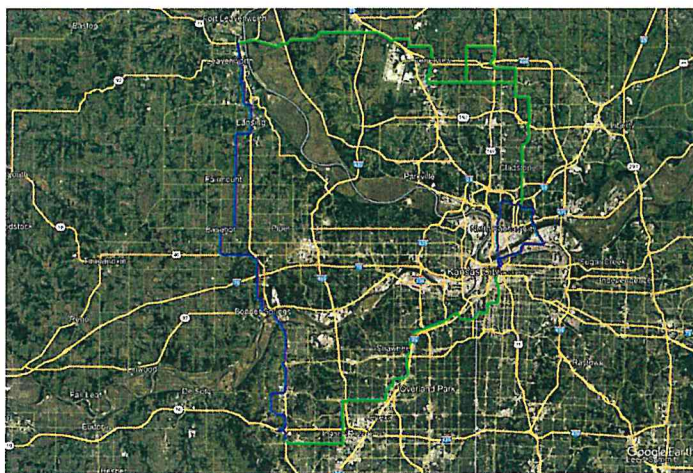
BB
City Manager

August 18, 2023

Kansas Fiber Network Highlights:

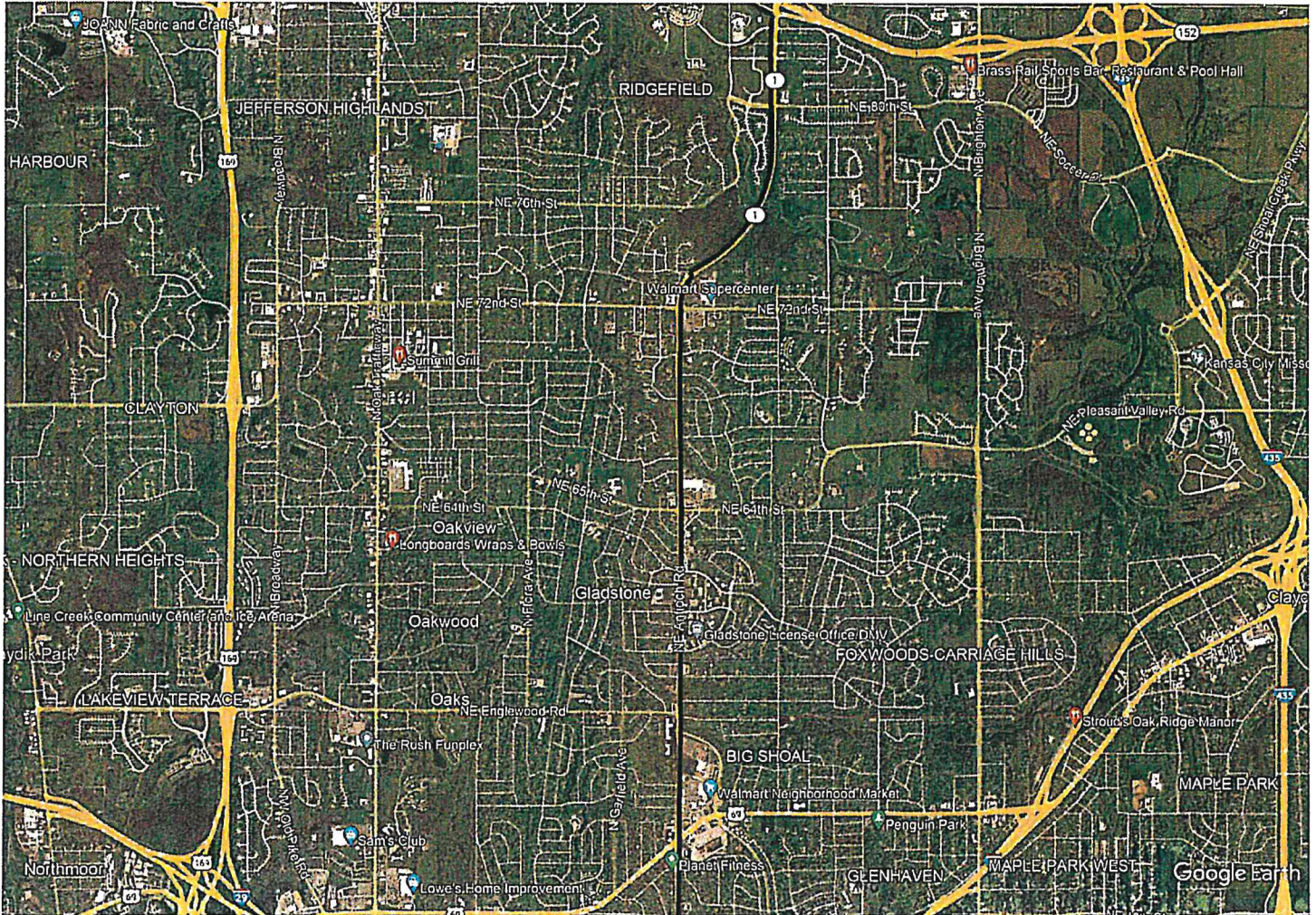
- **Fiber Backbone** - We have a 100 gigabyte 100% fiber optic network throughout the state of Kansas. We have extensive experience with fiber installation, fiber maintenance and service provisioning.
- **Kansas-owned** - KsFiberNet is a Kansas-based, Kansas-owned company with headquarters in Wichita. We continue to expand our footprint in Kansas and Missouri.
- **KsFiberNet's Presence** - We have physical or leased connections to Tier 1 Points of Presence in Kansas City, Denver, Dallas and Chicago as well as network to Tier 2 cities such as Tulsa and Omaha.
- **What KsFiberNet does** - We offer services to both wholesale and enterprise customers in Kansas and surrounding states. Our primary products are Broadband Dedicated Internet Access (DIA) and Ethernet Transport.
- **Who KsFiberNet Serves** - We serve wholesale customers that include the largest wireless providers as well as enterprise customers in Government, Education, Medical and Banking industries. While we do not provide residential voice or video services, we do enable fiber based and wireless service providers who do provide residential services.
- **Local NOC** - Our 24/7/365 Network Operations Center (NOC) is Kansas-based and answered by a person in Kansas.
- **High bandwidth demands: Local personnel** - KsFiberNet, combined with its 27 members, have more local "feet on the street" to support the network needs than any other carrier in Kansas.
- **Implementation Support** - We have dedicated project managers utilizing PMI techniques who have much experience working with various cities, large and small, in Kansas.

Kansas Fiber Network, LLC (KFN) is currently constructing a 130-mile fiber ring in the Kansas City Metro. A portion of this network expansion will pass through the City of Gladstone. Our project scope is 100% underground installation. This is an exciting project for the Kansas City Metro area. This project is the first of its kind in the Kansas City Metro and will provide diverse, redundant, high bandwidth connectivity North and South of the Missouri River. This type of connectivity is long overdue in the Northland and will be an infrastructure asset to every community along the route. The KFN marketing team would welcome the opportunity to work with the City of Gladstone Economic Development team and provide details on our network capabilities.



The initial project scope does not include us serving any individual customers within the City of Gladstone. Our expectation is that we would extend our network facilities to individual customers in the City of Gladstone, under the permitting process for franchised utilities, upon completion of our initial construction.

Attachment A
KFN initial Network Deployment Area Map



BILL NO. 23-31

ORDINANCE NO. 4.650

AN ORDINANCE AUTHORIZING KANSAS FIBER NETWORK, LLC TO USE THE CITY'S RIGHTS-OF-WAY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE FIBER FACILITIES AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE A RIGHTS-OF-WAY USE AGREEMENT THEREWITH.

WHEREAS, Kansas Fiber Network, LLC ("Kansas Fiber") desires to construct, install, maintain, and operate fiber facilities in the City of Gladstone ("Gladstone"); and

WHEREAS, Gladstone is permitted to license rights-of-way users to the extent authorized by Missouri law; and

WHEREAS, the Gladstone City Council encourages development of fiber services to provide customers a broad range of choices and to allow providers equal opportunities to operate and compete in Gladstone; and

WHEREAS, it is in the best interests of the citizens of Gladstone to permit Kansas Fiber to access the City's rights-of-way to construct, install, maintain, and operate fiber facilities.

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

THAT, the City Manager is hereby authorized to execute a Rights-of-Way Use Agreement with Kansas Fiber Network, LLC;

THAT, further the City Manager is hereby authorized to take such steps, in his discretion, as are necessary to carry out the terms of the agreement.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF AUGUST 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

First Reading: August 28, 2023

Second Reading: August 28, 2023



Request for Council Action

RES ☒ # R-23-56

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/21/2023

Department: Public Works

Meeting Date Requested: 8/28/2023

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

Subject: Contract Award, Removal and Closure of the Existing Fueling Station at Public Works and the Installation of a New Fueling Station, Project CP2355

Background: The City has two 2,000-gallon underground fuel tanks located at Public Works, one for diesel and one for unleaded fuel, that were installed in the 1970s. The diesel tank has been removed from service due to a hole in the tank and diesel fueling is now done at private gas stations. Unleaded fueling is still done at Public Works. The City hired SCS Engineers to assist with removal and closure of the existing fueling station and the design, bidding, and installation of a new system. Several system components were bid separately, including removal and closure (4 bid responses) and materials and equipment with various tank sizes and equipment lead times (2 bid responses). Genesis Environmental Solutions was the apparent low bidder on the removal and closure base bid at \$41,832.90. Double Check Company, LLC was the second low bidder on the removal and closure base bid at \$43,832.00; however, they were the low bidder when considering potential other bid alternate cleanup activities. Double Check was also the low bidder on the purchase of materials and equipment. Although the City was initially considering the installation of above ground storage tanks, Double Check submitted a bid alternate for two 5,000-gallon double wall fiberglass underground storage tanks and related equipment with a lead time of eight (8) to ten (10) weeks, versus lead times of 18 to 44 weeks for above ground storage tanks, depending on the manufacturer.

Budget Discussion: Funds for the project are budgeted in the General Fund.

Public/Board/Staff Input: It is the recommendation of the Department of Public Works to award a single turn-key contract to Double Check Company, LLC in the amount of \$314,832.51 for the removal and closure of the existing fueling station and the installation of a new fueling station including two 5,000-gallon underground storage tanks, new dispensers, and related equipment. Although above ground storage tanks installed in the same location are less expensive (\$292,037.35 vs \$314,832.51) and carry less regulatory requirements, the underground tanks have a shorter delivery time and are expected to be a safer alternative due to their proximity to the Public Works building and heavy equipment. Please note that the contract includes \$43,832.00 for the removal and closure of the existing tanks and soil contamination has been discovered. SCS Engineers is in the process of filing an insurance claim with the Missouri Petroleum Storage Tank Insurance Fund to cover these costs minus the policy deductible of \$10,000. The project is anticipated to take approximately 8-weeks to complete, once the new equipment has been delivered.

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager



Public Works Existing Fueling Station

RESOLUTION NO. R-23-56

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DOUBLE CHECK COMPANY, LLC FOR THE REMOVAL AND CLOSURE OF THE EXISTING PUBLIC WORKS FUELING STATION AND THE INSTALLATION OF A NEW FUELING STATION IN THE TOTAL AMOUNT NOT TO EXCEED \$314,832.51. PROJECT CP2355.

WHEREAS, the proposal of Double Check Company, LLC has been determined by the Director of Public Works to be the best proposal.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Double Check Company, LLC for the work as outlined in the contract for a total amount not to exceed \$314,832.51 and funds for such purpose are authorized from the General Fund.

FURTHER, THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to execute all documents as necessary to facilitate the removal and closure of the existing fueling station and to submit all documentation as necessary to register the new fueling station with the Missouri Department of Natural Resources and the Missouri Petroleum Storage Tank Insurance Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF AUGUST 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-57

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 8/23/2023

Department: Police

Meeting Date Requested: 8/28/2023

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

Subject: A Resolution authorizing the City Manager to enter into a Memorandum of Understanding with North Kansas City Hospital, to work collaboratively with the Police Department to meet the behavioral health needs of those requiring assistance.

Background: Nationally, Police calls for service involving mental health and substance abuse incidents have increased substantially. In 2016, the final report issued by Shaping Our Future contained key goals under Health and Safety, which recommended building a collaborative partnership between the Police Department and Tri-County Mental Health and to create a Gladstone Mental Health Coalition to improve services to those requiring mental health or substance abuse assistance. The goal is to provide a more professional resource to our residents that would entail long-term treatment and aggressive follow-up. Chief Farris has been in discussion with staff at North Kansas City Hospital and has recommended a plan moving forward, which involves a commitment by both organizations to improve the services offered to our residents. A Memorandum of Understanding has been proposed by North Kansas City Hospital, which ensures a behavioral health professional would be available to our agency in exchange for office space. This provides our officers with access to a trained behavioral health provider, who could contact, follow-up, and provide needed resources to members of our community, and add to our already proven team approach.

Budget Discussion: N/A

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

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

Fred Farris
Department Director/Administrator

JM
City Attorney

BB
City Manager

Memorandum of Understanding

This Memorandum of Understanding (hereinafter "MOU") is entered into this _____ day of _____, 2023, by and between North Kansas City Hospital ("NKCH") and the City of Gladstone, Missouri ("City") (each a "Party", and together, the "Parties").

WHEREAS, the purpose of this MOU is to clarify agreements between NKCH and the City for the timeframe of July 1, 2023 through December 31, 2023. This MOU covers arrangements for behavioral health services provided to individuals who may come into contact with City and for whom City identifies a behavioral health need and/or need for follow up by the Behavioral Health Navigator (hereinafter "NAVIGATOR").

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and NKCH do hereby represent, covenant and agree as follows:

Principles of care that we agree to adhere to in the delivery of concurrent services:

NKCH and City will work collaboratively to meet the behavioral health needs of those persons whom may come into contact with CITY and for whom behavioral health services are identified as necessary. The two parties will work together to the best of their ability to meet each party's needs.

Roles and responsibilities of the parties are defined as follows:

NKCH agrees that:

- NKCH will provide a NAVIGATOR who will have attained a minimum of a Bachelor's degree in Social Work.
- The NAVIGATOR will be directly supervised by the NAVIGATOR Director and will provide mental health resources and referrals as appropriate.
- The NAVIGATOR may be available to respond as a co-responder and/or to provide necessary follow-up behavioral health services to individuals who have had contact with CITY. All referrals to the NAVIGATOR shall come directly from court personnel, CITY officers, or other CITY staff.
- The NAVIGATOR shall record activities in NKCH's electronic medical record for those individuals who have had previous services at NKCH. For individuals who have not had services at NKCH, the NAVIGATOR shall track referrals in a format designated by his/her supervisor.
- Information collected during the provision of services by NAVIGATOR shall be considered Protected Health Information as defined by the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information technology for Economic and Clinical Health Act ("HITECH Act", and all standards which are promulgated pursuant to the above-named statutes. NKCH warrants that it has educated its NAVIGATORS about the obligations imposed by HIPAA and HITECH.
- NKCH shall provide the NAVIGATOR with technology (i.e., laptops) necessary to complete all functions of their position in the community and at the police department.
- The NAVIGATOR may assist in staff development training and/or education for CITY personnel on mental health topics as directed by department command staff.
- NKCH warrants that during the term of the MOU, it will carry and maintain for itself and its NAVIGATORS, at its own cost and expense, commercial liability, general liability, Worker's

Compensation, and automobile liability in at least the amounts required by law. Such insurance may be procured through an adequately funded self-insurance program. Upon request, NKCH will issue Certificates of Insurance to City.

CITY agrees that:

- Referrals will be provided to the NAVIGATOR by members of CITY as officers/other staff identify that an individual may have a behavioral health condition; either suspicion of a mental illness or substance use disorder; or the person is in an acute crisis.
- The NAVIGATOR will not be asked to enter a situation that is deemed unsafe by a member of CITY or the NAVIGATOR.
- The NAVIGATOR will be provided with a space to talk with those people referred and/or their family members at the police department; said space need not be a permanently assigned office but must be a private area where confidential information can be discussed.
- Officers/staff referring a person to the NAVIGATOR will relay pertinent information to them in person, phone or by email.

Both Parties:

- Mutually agree that the NAVIGATOR shall not enter any situation which both the NAVIGATOR and CITY officers deem unsafe. This determination must be at the independent discretion of the NAVIGATOR and CITY officers. Specifically, the NAVIGATOR may not enter any situation where a person is in possession of a weapon being used in a threatening manner and shall not enter a domestic violence situation until deemed safe by both the NAVIGATOR and CITY officers independently.
- Mutually agree that the officer will have final say over disposition of the person being referred.
- Parties mutually agree that community safety is the top priority and that the individual being referred may be placed under arrest and detained at the discretion of law enforcement.
- Mutually agree that dispatch shall be notified when the NAVIGATOR is responding to a call for service or follow-up.

Term:

This MOU begins September 1, 2023, and will expire on December 31, 2023, unless extended by written mutual agreement of the parties on or before December 31, 2023. Either party may terminate this MOU without cause by giving 30 days' written notice of cancellation to the other party.

Both parties agree this MOU begins on the effective date of July 1, 2023, and agree to all the terms and conditions contained herein.

General:

1. The services being offered by NKCH to the City under this MOU shall be provided free of charge. Each party shall only be responsible for its own costs and expenditures associated with participating in this MOU.
2. Any amendments to this MOU shall be mutually agreed to by the parties, in writing.
3. Neither party to this MOU shall have the right to assign or transfer its rights and

obligations to any third party without prior approval of the other party in writing.

4. This MOU constitutes the entire agreement of the parties.
5. This MOU shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this MOU.
6. This MOU shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this MOU shall be instituted only in the Circuit Court of Clay County, Missouri or in federal court of the Western District of Missouri.
7. Nothing in this MOU shall constitute or be construed or deemed to constitute a waiver of the City's sovereign immunity.
8. This MOU does not create an employee/employer relationship between the parties. It is the parties' intention that the relationship between the parties is that of independent contractors and not employee for all purposes. None of the provisions of this MOU shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, other than that of independent parties contracting solely for the purpose of effectuating this MOU.
9. NKCH agrees that the City shall not be responsible for claims, expenses, damages, or liability for personal injury or damages to property, real or personal, directly or indirectly arising from the negligent or wrongful acts or omissions of NKCH, its officers, employees, agents, and volunteers in connection with its performance under this MOU.
10. The Parties acknowledge that while performing the services each may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. The receiving party agrees to (i) receive such confidential information in strict confidence and not disclose it to any third party without the prior written consent of the other party, (ii) accord such confidential information at least the same level of protection against unauthorized use or disclosure that the receiving party customarily accords to its own confidential information of a like nature, but in no event less than reasonable care; and (iii) use such confidential information solely and exclusively for the purposes of and in accordance with the terms of this MOU. Notwithstanding the above, neither party shall be liable for disclosure or use of any particular confidential information of the other party if the same (i) is or becomes known to the receiving party on a non-confidential basis without breach of any obligation of confidentiality; (ii) is independently developed by the receiving party without reference to the other party's confidential information; or (iii) is legally required to be disclosed. This section shall survive the termination of the MOU. Promptly following termination or expiration of the MOU, the parties shall either destroy or deliver to the furnishing party all confidential information received during the performance of services.
11. To the extent permitted by law and so as to not waive NKCH's sovereign immunity

NKCH shall and hereby agrees to indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with NKCH's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by NKCH's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials NKCH creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City. NKCH's obligation to indemnify and hold harmless shall remain in effect and shall be binding on NKCH whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

12. To the extent permitted by law and so as to not waive the City's sovereign immunity The City agrees to indemnify, defend and hold harmless NKCH and its departments, elected officials, officers, employees, contractors and agents from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation, or appeal), which in whole or in part arise out of or have been connected with the City's negligence, error, omission, recklessness, or wrongful or criminal conduct in performance of the City's roles and responsibilities listed above in this MOU. The City's obligation to indemnify and hold harmless shall remain in effect and shall be binding on the City whether such injury shall accrue, or may be discovered, before or after termination of this MOU. The City's obligation under this paragraph is limited by the City's insurance coverages and applicability of Sovereign Immunity doctrine as it may apply to the City.
13. Each party shall comply with all Federal, State, Department of Mental Health, and all Municipal Laws, rules and regulations applicable to the performance of this MOU.
14. Should any portion, or portions of this MOU be found or declared unenforceable or void by any court or competent tribunal for any reason, the remaining portions shall be severable and fully enforceable as if no such finding of unenforceability had issued.
15. The signatory hereto represents and warrants that they are duly-authorized to enter into and execute this MOU.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first written below.

North Kansas City Hospital:	City of Gladstone, Missouri:
By:	By: Robert M. Baer
Title:	Title: City Manager
Dated:	Dated:

RESOLUTION NO. R-23-57

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH NORTH KANSAS CITY HOSPITAL TO WORK COLLABORATIVELY WITH THE POLICE DEPARTMENT TO MEET THE BEHAVIORAL HEALTH NEEDS OF THOSE REQUIRING ASSISTANCE.

WHEREAS, Police and Fire/EMS calls for service increasingly involve individuals with a mental health and/or substance abuse crisis; and

WHEREAS, nationally, Police Departments are teaming with mental health clinicians, including psychologists, to respond to those in need of mental health or substance abuse assistance; and

WHEREAS, it has been recognized that the community as a whole benefits when those professionally trained to respond to behavioral health situations intervene early and provide resources for long-term care and follow-up; and

WHEREAS, recent studies indicate that partnerships between Police and mental health and substance abuse professionals are making communities healthier, safer, and more financially secure; and

WHEREAS, North Kansas City Hospital and the Gladstone Police Department are both interested in working collaboratively under the terms of the Memorandum of Understanding; and

WHEREAS, strengthening mental health care support for residents in Gladstone by creating a Mental Health Coalition was a key Health and Safety goal in the Shaping Our Future Final report.

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 enter into the proposed Memorandum of Understanding, in substantially the form attached hereto and incorporated herein, with North Kansas City Hospital, and to take any other such measures as may be required to ensure the execution of the agreement.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF AUGUST 2023.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk