



**CITY COUNCIL MEETING  
GLADSTONE, MISSOURI  
MONDAY, NOVEMBER 13, 2023**

The City Council will meet in Closed Executive Session at 6:15 pm, Monday, November 13, 2023, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021 (1) for Litigation and Confidential or Privileged Communications with Legal Counsel, 610.021 (2) Real Estate, 610.021(3) Personnel, 610.021(9) Employee Groups, and 610.021 (12) Negotiated Contract.

**OPEN STUDY SESSION 7:00 PM**

1. **Tour of Police Headquarters-** The Council will be given a tour of the new Police Headquarters as construction is nearly completed.

**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 October 23, 2023, Closed City Council Meeting Minutes.
6. Approval of the October 23, 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. **CONSENT AGENDA**

**RESOLUTION R-23-77** A Resolution authorizing the City Manager to execute a Park Development and Naming Rights Agreement with Variety of Greater Kansas City – Tent 8.

**RESOLUTION R-23-78** A Resolution authorizing Change Order No. 3 in the amount of \$85,652.50 to the contract with Lan-Tel Communications Services Incorporated, for the FY23 Curb, Gutter, and Sidewalk Program – Phase 2 Project TP2305.

**RESOLUTION R-23-79** A Resolution authorizing the City Manager to execute a contract with Centric Construction Group, LLC in the total amount not to exceed \$919,958.00 for the City Hall Interior Remodel Project CP2359.

**CONSIDER BUILDING PERMIT:** Walmart Grocery Pick Up Expansion, 7207 N. Prospect, Gladstone, Missouri.

**CONSIDER FINANCIAL REPORT FOR 3 MONTHS ENDING SEPTEMBER 2023.**

#### **REGULAR AGENDA**

11. **FIRST READING BILL NO. 23-36** An Ordinance approving the Final Plat of the Northland Innovation Campus – Lots 1, 2 & 3 and directing the appropriate officials to affix their signatures to said Plat for recording; and approving the form and execution of a First Amendment to the Parking Lease in connection with the approval of the Final Plat.
12. **FIRST READING BILL NO. 23-37** An Ordinance approving a Public Service Agreement by and between the City of Gladstone, Missouri and the Gladstone Economic Betterment Council and authorizing the Mayor to execute the agreement on behalf of the City.

- 13. RESOLUTION R-23-80** A Resolution adopting a Mission Statement, Vision Statement, and Goals for the City of Gladstone, Missouri for 2024.
- 14. Other Business.**
- 15. Adjournment.**

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

City Clerk Kris Keller  
City of Gladstone  
7010 North Holmes  
Gladstone, MO 64118  
816-423-4096

Posted at 3:55 pm  
November 9, 2023



**MINUTES  
REGULAR CITY COUNCIL MEETING  
GLADSTONE, MISSOURI  
OCTOBER 23, 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, October 23, 2023, at 7:30 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 and thanked the VFW Post 10906: Carla Gleaton, Gordon Harris, Jim Zimmerman, and Jim Cox.

**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 October 9, 2023, Closed City Council Meeting Minutes.

**Councilman Mallams** moved to approve the minutes of the October 9, 2023 Closed City Council meeting as presented. **Councilman Smith** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, and Mayor Moore. "Abstain:" Mayor Pro Tem Spallo. (4-1)

**Item No. 6. On the Agenda.** Approval of the October 9, 2023, Regular City Council Meeting Minutes.

**Councilman Mallams** moved to approve the minutes of the October 9, 2023, Regular City Council meeting as presented. **Councilman Smith** seconded. The Vote: "aye", Councilman Smith,



Councilman Mallams, Councilman Garnos, and Mayor Moore. “Abstain:” Mayor Pro Tem Spallo. (4-1)

**Item No. 7. On the Agenda.** PROCLAMATION: National American Indian Heritage Month.

**Mayor Moore** read and presented the National American Indian Heritage Month Proclamation to members of the Daughters of the American Revolution, William Boydston Chapter; Jean McHenry, Kristi Newhall, Jim and July Chronister.

**Item No. 8. On the Agenda.** Communications from the Audience.

There were no communications from the audience.

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

**Councilman Smith** reported that he attended the EMAC meeting and announced it will still support a large long-term initiative. He stated that he attended the Parks and Recreation Board meeting and enjoyed talking with the members who have an apparent passion for their role. He directed a question to the City Manager regarding news reports about lawsuits for the three percent (3%) marijuana tax, and if the City would be collecting the tax money and setting it aside until the law suits are settled. City Manager Baer reported that the collection of that tax money doesn’t begin until this month (October) and the City won’t see an impact on the amount of funds until November. City Attorney John Mullane clarified that the City’s three-percent tax is not challenged and it’s regarding the county and if they will be able to assess the 3%. Councilman Smith suggested keeping an eye on it, because the City would not want to have to repay funds received. City Manager Baer reported that the funds received wouldn’t start the replacement cycle for at least two and a half to three years. Councilman Smith commended City Manager Baer on his successful six months.

**Councilman Mallams** shared that he attended the Arts Commission meeting facilitated by Director Merkey. He reported that they are looking at the next art project for the community and that 88 art projects were submitted. He stated that the new art consultant Holly was very impressive and that she had planned and worked with the artists at the new Kansas City airport. She also recently reviewed the 88 art projects that had been submitted to the City. He thanked Chief Farris for working and supporting the Shop with a Cop breakfast benefit this past Saturday at the Gladstone Elks Club which raised \$4,000 to help families that are struggling financially and who attend the elementary schools located in Gladstone.

**Councilman Garnos** thanked Councilman Smith for covering the Parks and Recreation Board meeting for him. He reported that at the Board of Zoning Adjustment meeting last week, they voted in favor of a replacement sign at 6920 North Oak that meets code.

**Mayor Pro Tem Spallo** thanked the Parks, Recreation, and Cultural Arts department for sponsoring the Friday Fright Night event. She shared that she was able to attend and help with the event. She reported over 650 children trick-or-treated; cans of food as well as monetary donations were accepted to benefit the Northland Christmas store. She reported that Chamber members were present with their cars and set up tents to pass out candy to the children. She requested Community Outreach and education be shared for the purpose of the sidewalks and the numerous walk ramps that are being installed around the City.

**Mayor Moore** stated that she provided a presentation two weeks ago to Oak Hill Day School second grade students. She reported attendance at the recent North Kansas City Schools Education Foundation breakfast with Councilman Smith and the Leadership Team. She shared that it truly

showcases the amount of talent in the North Kansas City School District. She expressed that it's a reminder of the importance of having a great partnership with the school district and the positive impact the schools have on the city and community.

**Item No. 10. On the Agenda.** Communications from the City Manager.

City Manager Bob Baer reported that there remain openings for Board and Commissions members and applications are due Monday, October 30, 2023.

**Item No. 11 On the Agenda.** **CONSENT AGENDA.**

Following the Clerks' reading:

**Mayor Pro Tem Spallo** requested to remove **RESOLUTION R-23-70**, A Resolution authorizing the City Manager to execute a professional services agreement with Vireo, LLC in the total amount not to exceed \$43,500.00 for the planning and design of an off-leash dog park, Project CP2259 from the Consent Agenda and place it on the Regular Agenda.

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

**Councilman Smith** moved to approve **RESOLUTION R-23-69**, A Resolution authorizing the City Manager to accept a proposal from Fitness First, Lenexa, Kansas, for the purchase of fitness equipment for the new Police Headquarters in the total amount of \$27,660.82. **Councilman Mallams** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve **RESOLUTION R-23-71**, A Resolution authorizing the City Manager to enter into an agreement with Zoll Medical Corporation for the purchase of one Zoll X-Series Cardiac Monitor in the total amount of \$44,359.31. **Councilman Mallams** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve **RESOLUTION R-23-72**, A Resolution authorizing the City Manager to execute a Master Services Agreement with ADP in the total amount of \$19,500.00 for the implementation of ADP Workforce Now Time and Attendance hardware and software, and \$46,482.00 in annual cost. **Councilman Mallams** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve **RESOLUTION R-23-73**, A Resolution authorizing the City Manager to accept a proposal from Motorola Solutions for the purchase of Police In-Car and Body Worn Camera Systems, including all hardware, software upgrades, licensing fees and installation in the total amount of \$173,412.00. **Councilman Mallams** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve **RESOLUTION R-23-74**, A Resolution authorizing the City Manager to accept a proposal from Spaces Inc. for the purchase of furniture and storage equipment, in the total amount of \$337,123.32 for use in the new Police Headquarters. **Councilman Mallams** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve **RESOLUTION R-23-75**, A Resolution appointing Successor Directors to the Board of Directors of the Downtown Linden Community Improvement District. **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve **RESOLUTION R-23-76**, A Resolution appointing Successor Directors to the Board of Directors of the Linden Block 25 Community Improvement District. **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve the **FINANCIAL REPORT 6 MONTH ENDING JUNE 30, 2023**. **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Item No. 11a. On the Agenda.** **RESOLUTION R-23-70**, A Resolution authorizing the City Manager to execute a professional services agreement with Vireo, LLC in the total amount not to exceed \$43,500.00 for the planning and design of an off-leash dog park, Project CP2259.

**Mayor Pro Tem Spallo** discussed prior history and inquired if KCMO was still interested in partnering or if it would only be a Gladstone project. Director Nebergall reported that he does have a contact at KCMO and believes there is still interest. He also reported that funds are still holding from the Shoal Creek Trail that went over to North Brighton Trail Project and the plan is to utilize those additional funds from KCMO to put toward the dog park. He explained that the reason the Resolution is in front of Council is Gladstone is taking the lead, by gathering the information and costs to present to KCMO.

**Mayor Pro Tem Spallo** moved to approve **RESOLUTION R-23-70**, A Resolution authorizing the City Manager to execute a professional services agreement with Vireo, LLC in the total amount not to exceed \$43,500.00 for the planning and design of an off-leash dog park, Project CP2259. **Councilman Garnos** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

## **REGULAR AGENDA**

**Item No. 12. On the Agenda.** **PUBLIC HEARING:** Marijuana Zoning Amendment.

**Mayor Moore** opened the Public Hearing at 7:53 pm.

**Mayor Moore** invited City Attorney John Mullane to present the information. Mr. Mullane reported that City Zoning Code changes were made to accommodate the new law regarding recreational facilities. He reported that the changes were made based on the new section of the Missouri Constitution for recreational and medical marijuana.

**Councilman Garnos** inquired about the zoning of marijuana facilities and if the dispensary and grow operations were strictly from the constitutional change. He also asked if there was any change that would open up zoning for usage. Mr. Mullane reported that was addressed with the Council in December 2022, when regulations were added that prohibited public usage.

**Mayor Moore** confirmed with Mr. Mullane that the City adopted the language strictly from the Missouri Constitution.



There was no one in the audience that wanted to address the Council in favor of or opposed to the Zoning Amendment.

**Mayor Moore** closed the Public Hearing at 7:57 pm.

**Item No. 13. On the Agenda.** **FIRST READING BILL NO. 23-34** An Ordinance amending certain sections of the Code of Ordinances, City of Gladstone, Missouri regarding Zoning of Marijuana Facilities to conform with Article XIV of the Missouri Constitution.

**Councilman Garnos** moved **BILL NO. 23-34** be placed on its First Reading. **Mayor Pro Tem Spallo** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Garnos** moved to accept the First Reading of **BILL NO. 23-34**, waive the rule and place the Bill on its Second and Final Reading. **Mayor Pro Tem Spallo** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Garnos** moved to accept the Second and Final Reading of **BILL NO. 23-34** and enact the Bill as **Ordinance 4.653**. **Mayor Pro Tem Spallo** seconded.

Roll Call vote: “Aye:”- The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) Mayor Moore stated **BILL NO. 23-34** stands enacted as **Ordinance Number 4.653**.

**Item No. 14. On the Agenda.** **FIRST READING BILL NO. 23-35** An Ordinance concerning residency and qualification for office requirements for Municipal Judges.

**Councilman Mallams** moved **BILL NO. 23-35** be placed on its First Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Mallams** moved to accept the First Reading of **BILL NO. 23-35**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Mallams** moved to accept the Second and Final Reading of **BILL NO. 23-35** and enact the Bill as **Ordinance 4.654**. **Councilman Smith** seconded.

**Mayor Moore** requested a brief explanation of this Bill for the audience. City Manager Baer reported that removing residency restrictions allows the City to receive an increased number of qualified applicants.

Roll Call vote: “Aye:”- The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) Mayor Moore stated **BILL NO. 23-35** stands enacted as **Ordinance Number 4.654**.

**Item No. 15. On the Agenda.** Other Business.

There was no other business.

**Item No. 15. On the Agenda.** Adjournment.



**Mayor Moore** adjourned the October 23, 2023, Regular City Council meeting at 8:02 pm.

Respectfully submitted:

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Kris Keller, City Clerk

Approved as presented: \_\_\_\_\_

Approved as modified: \_\_\_\_\_

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Jean B. Moore, Mayor



## ***Request for Council Action***

**RES** ☒ # **R-23-77**

**BILL** ☐ # City Clerk Only

**ORD** ☐ # City Clerk Only

Date: 11/7/2023

Department: Parks & Recreation

Meeting Date Requested: 11/13/2023

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

Subject: VarietyKC/Flora Park Partnership

Background: During the annual City Council Goal Setting, a goal was set to renovate and create an all-inclusive play structure at Flora Park as well as renovate the park by replacing the shelter and constructing restrooms. As part of this process, VarietyKC, a non-profit organization providing resources to youth with disabilities, has expressed an interest in funding the project up to \$250,000.00.

Budget Discussion: Funds can be made available in the CIST plan; however, staff will be soliciting partners/donors to assist with funding the project. To receive the \$250,000.00, the city must match it with a \$500,000.00 commitment.

Public/Board/Staff Input: Staff met with members of VarietyKC at Flora Park and the organizations have worked with both legal teams to create a mutually agreeable Park Development and Naming Rights Agreement. Once signed by both parties, staff will begin working with the preferred playground vendor of VarietyKC to design the park and secure cost estimates.

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-23-77**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PARK DEVELOPMENT AND NAMING RIGHTS AGREEMENT WITH VARIETY OF GREATER KANSAS CITY – TENT 8.**

**WHEREAS**, the City Council for the City of Gladstone, Missouri desires to enter into the agreement with Variety of Greater Kansas City – Tent 8.

**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 the agreement with Variety of Greater Kansas City – Tent 8 in substantially the form attached hereto as Exhibit A.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF NOVEMBER 2023.**

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Jean B. Moore, Mayor

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Kris Keller, City Clerk

**PARK DEVELOPMENT AND NAMING RIGHTS AGREEMENT**

This Agreement (the “Agreement”) is between Variety of Greater Kansas City - Tent 8, a Missouri Nonprofit Corporation (“Variety KC”) and the City of Gladstone, Missouri (“City”).

**RECITALS**

WHEREAS, the City has plans to construct an inclusive park, located at Gladstone Park (hereinafter the Park), located at NW 60<sup>th</sup> Terrace and N. Flora (the “Park”); and

WHEREAS, the parties desire to enter into an agreement pursuant to which the City will grant Variety KC the naming rights with respect to the Park in return for certain benefits set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the parties hereby agree as follows:

**1. Park Design**

- A. Variety KC will be responsible, at its cost, for the design of the Park. By a mutually agreed upon date, Variety KC will transmit to the City’s Director of Parks, Recreation, and Cultural Arts a complete set of proposed Park design plans. City staff will provide its plan review comments to Variety KC. Upon resolution of City staff plan review comments, the proposed Park design plans will be presented to the City’s Parks and Recreation Advisory Board for recommendation to the City Council. The City Council shall have final approval authority regarding the Park design plan, regardless of its initial proposed design.
- B. City approval of the Park design plans as provided herein shall vest in the City title to all Park designs, drawings, and specifications, produced by Variety KC to City. Variety KC agrees to limit its use of such designs, drawings, and specifications only in connection with this Agreement, and shall not disclose the same to any other persons, firms, corporations, or other government entity without obtaining the prior written consent of the City.

**2. Park Construction**

- A. After the City Council has approved the Park design plans, the City will be responsible for letting and administering all contracts related to construction of the Park improvements. The City Council agrees to consider a resolution waiving its purchasing policy requirements in order to purchase Park equipment from Variety KC and contract with it for installation and construction.



**3. Park Funding**

- A. The parties anticipate a total Park project budget of approximately \$750,000.00. Any previously approved Park design plans may be modified to fit within the total project budget.
- B. Variety KC agrees to contribute up to \$250,000.00 to be used towards Park construction and installation costs (“Costs”).
- C. The City agrees to contribute up to \$500,000.00 towards the Costs. In no event shall the City be obligated to contribute more than this amount.
- D. Following the City Council’s approval of the Park design plans and assuming the City Council adopts a resolution as contemplated in Section 2.A, the parties will enter into a separate agreement providing for the terms upon which Variety KC shall function as the contractor for the Park project and in light of its financial participation, as well as but not limited to, customary terms associated with a public improvement project such as contract amount, timing of payments, insurance requirements, performance and payment bonds, prevailing wage, safety, etc.

**4. Naming Rights**

- A. In exchange for and contingent on Variety KC’s financial participation as referenced in Section 3, the City agrees to grant Park naming rights to Variety KC. Specifically, Variety KC and the City shall mutually agree upon the name of the Park (the “Name”). The Park will continue to be so named for the Term of this Agreement unless the parties agree otherwise. The City will make commercially reasonable efforts to ensure that the Park is referred to by its Name and shall cooperate with Variety KC’s efforts to do the same.
- B. Signage containing the Name shall be placed and displayed as mutually agreed upon by Variety KC and the City. Any other Park funding source signage will not be recognized with more visibility than the Name signage, and instead will comprise a plaque, brick, or other similar type of less-visible marker.
- C. The parties will coordinate publicity efforts as it relates to the Park. Publicity efforts shall include, but are not limited to, media, newsletter, e-news, social media, speeches and pictures.
- D. If Variety KC or any of its officers, directors, or board members commits any act which, in the reasonable and good faith opinion of the City, would disparage or impair the reputation and integrity of the City (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations, sexual allegations involving any minor, or any other act of moral

turpitude)(collectively, “Negative Activity”), the City shall have the right to terminate this Agreement by providing thirty (30) days prior written notice to Variety KC outlining such Negative Activity and exercising the City’s right to terminate the Agreement (“City Cure Notice”). In the event Variety KC fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of the City within thirty (30) days of receipt of the City Cure Notice or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation and integrity of the City, the Agreement shall automatically terminate upon expiration of the City Cure Notice. If the Agreement terminates under this Section, then no termination fee pursuant to Section 6.B shall be due from the City.

## **5. Ownership of Marks**

- A. Variety KC represents and warrants to the City that (a) Variety KC owns all right, title and interest in and to its trademarks, service marks, and trade names and all logos or commercial or advertising symbols used in connection with or associated with the Name (the “Marks”) free and clear of any liens, claims or encumbrances, (b) Variety KC has the right and authority to license to the City the rights to use the Marks as expressly authorized in this Agreement, and (c) no Mark infringes the copyright, trademark or other rights of any third party.
- B. Variety KC shall indemnify, defend, and hold the City and its officers, employee’s and agents harmless from and against all claims, liabilities, damages, demands, costs, fees, fines, penalties, other expenses, suits, proceedings, actions and causes of action of any and every kind and nature (including reasonable attorneys’ fees) incurred or to be incurred by the indemnified party (collectively, “Claims”) arising out of, in connection with or as a result of (a) a breach by Variety KC of its representations, warranties, or covenants under this Agreement or (b) the use by the City of the Variety KC Marks as authorized herein. The provisions set forth in this Section shall survive the expiration or termination of this Agreement.

## **6. Term and Termination**

- A. The term (“Term”) of this Agreement with respect to the naming rights and signage installation rights granted herein shall be twenty-five (25) years, commencing on the first day that the Park is open to the public following completion of construction of the Park improvements as determined by the City, unless otherwise terminated in accordance with the terms and provisions contained herein.
- B. The City may without reason or without cause terminate this Agreement at any time. The City shall notify Variety KC at least one (1) year prior to the termination date if it decides to terminate the Agreement pursuant to this Section.

In the event termination for convenience is effected by the City, the City shall pay to Variety KC a termination fee which shall be due and payable within three (3) business days after the termination date. The termination fee shall be equal to \$10,000 for each year that remains in the Term.

**7. Default**

- A. A default shall be deemed to have occurred hereunder if:
  - i. Variety KC fails to make a payment required under this Agreement.
  - ii. The filing by or against Variety KC of any petitions in bankruptcy.
  - iii. The occurrence of any act or omission on the part of Variety KC that deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of its business.
  - iv. Either party fails to perform or observe any material term, covenant, condition or provision of this Agreement; and such breach continues for a period of thirty (30) days after written notice to the defaulting party; or if such breach cannot be cured reasonably within such thirty (30) day period and the defaulting party fails to commence to cure such breach within thirty (30) days after written notice or fails to proceed diligently to cure such breach within a reasonable time period thereafter.
- B. In the event of a default by either party, the other party shall have the right to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein and to enforce the performance and observance of any obligation, agreement or covenant of the allegedly defaulting party. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default of the other party.

**8. Additional Provisions.**

- A. No amendment of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.
- B. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability to perform and have access to the Park as provided for herein, such invalidity, illegality or unenforceability shall not affect any other provision

hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

- C. The rights and obligations created by this Agreement are unique to Variety KC and shall not be transferred or assigned by Variety KC except with written consent of the City.
- D. All notices required to be given under this Agreement shall be given by certified or registered mail or Overnight Courier, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section and shall be deemed given when deposited in the Mail, postage prepaid:

If to the City:	If to Variety KC:
City of Gladstone, Missouri Attn: City Manager 7010 N Holmes Street Gladstone, Missouri 64118	Variety of Greater Kansas City - Tent 8 Attn: Marc Harrell, Executive Director 4050 Pennsylvania Ave., Ste 115-77 Kansas City, MO 64111

- E. Any failure of either party to comply with any provision of this Agreement may only be waived expressly in writing by the other party. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.
- F. Nothing in this Agreement shall constitute or be construed to constitute a lease of the City's real property.
- G. No provision of this Agreement will be interpreted against any party solely because the party or its legal representation drafted the provision.
- H. Unless specifically designated herein, the parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes. Nothing contained in this Agreement shall be determined to create a partnership, joint venture, principal- agent, employer-employee or similar relationship between the City and Variety KC with respect to Variety KC's activities conducted at the Park pursuant to the terms of this Agreement.
- I. This Agreement and all matters or issues collateral hereto shall be governed and construed in accordance with the laws of the State of Missouri without respect to conflicts of law principles. Any actions concerning interpretation or enforcement of this Agreement shall be brought in Platte County, Missouri.
- J. No party shall be liable or responsible to the other party, nor be deemed to have



defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, as follows: (a) acts of God; (b) flood, fire, or earthquake; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; and (e) actions, embargoes or blockades in effect on or after the date of this Agreement. The party suffering a Force Majeure event shall give notice within 10 days of the Force Majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized,

- K. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof.
- L. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute but one and the same instrument.
- M. The persons signing this Agreement on behalf of Variety KC and the City, respectively, are authorized to do so.

[Remainder of page intentionally left blank]

**Variety of Greater Kansas City - Tent 8:**

By: \_\_\_\_\_

Name: Marc Harrell

Title: Executive Director

Dated: \_\_\_\_\_

**City of Gladstone, Missouri:**

By: \_\_\_\_\_

Name: Robert Baer

Title: City Manager

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kris Keller



## *Request for Council Action*

RES ☒ # R-23-78

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 11/2/2023

Department: Public Works

Meeting Date Requested: 11/13/2023

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

Subject: Change Order 3 to the FY23 Curb, Gutter, & Sidewalk - Phase 2 Project TP2305

Background: The contract for Project TP2305 was awarded to Lan-Tel Communications Services, Incorporated, as authorized by Resolution R-23-13. Change Order 1, approved by Resolution R-23-49, expanded the scope of work, and Change Order 3 further expands that scope to adjust for additional curb, gutter, and sidewalk in residential neighborhoods and to complete the following items:

-Curb, gutter, and sidewalk replacement in the vicinity of Maple Lane Townhomes (NE 73rd Terrace and N. Prospect.)

-New sidewalk on NE 72nd Street east of N. Antioch Road.

Budget Discussion: A financial breakdown of the contract is as follows:

Original Contract Amount:	\$ 369,085.00
Change Orders 1-2	<u>158,231.00</u>
<b>Total approved to date:</b>	527,316.00
Change Order 3	<u>85,652.50</u>
<b>Revised Contract Amount:</b>	<b><u>\$ 612,968.50</u></b>

Funds are available in CIST and TST.

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-23-78**

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 IN THE AMOUNT OF \$85,652.50 TO THE CONTRACT WITH LAN-TEL COMMUNICATIONS SERVICES INCORPORATED, FOR THE FY23 CURB, GUTTER, AND SIDEWALK PROGRAM – PHASE 2 PROJECT TP2305.**

**WHEREAS**, additional work under the FY23 Curb, Gutter, and Sidewalk Program – Phase 2 Project has been determined necessary and is recommended by 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 execute Change Order No. 3 to the FY23 Curb, Gutter, and Sidewalk Program – Phase 2 Project TP2305 with Lan-Tel Communications Services, Incorporated, as follows:

Original Contract Amount:	\$ 369,085.00
Change Orders 1-2	<u>158,231.00</u>
<b>Total approved to date:</b>	527,316.00
Change Order 3	<u>85,652.50</u>
<b>Revised Contract Amount:</b>	<u><b>\$ 612,968.50</b></u>

**FURTHER, THAT**, funds for such purpose are authorized from the Capital Improvement Sales Tax Fund and the Transportations Sales Tax Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF NOVEMBER 2023.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Kris Keller, City Clerk





## ***Request for Council Action***

**RES** ☒ # **R-23-79**

**BILL** ☐ # **City Clerk Only**

**ORD** ☐ # **City Clerk Only**

Date: 11/3/2023

Department: General Administration

Meeting Date Requested: 11/13/2023

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

Subject: A Resolution authorizing the City Manager to execute a contract with Centric Construction Group, LLC in the total amount not to exceed \$919,958.00 for the City Hall Interior Remodel Project CP2359.

Background: After publishing a Request For Proposal (RFP) for the interior renovation of City Hall, four (4) contractors submitted bids.

Royal Construction - \$888,000.00

Centric Construction Group LLC - \$919,958.00

Bruner Construction - \$1,103,000.00

Herner Construction - \$891,780.00

After calling references, City Staff interviewed two (2) finalist contractors, emphasizing the need to stay within budget and within the designated timeline. After careful consideration, it was determined that Centric Construction Group LLC was best qualified and suited to complete the project, while meeting the established parameters.

Budget Discussion: Funds are budgeted in the amount of \$ 919,958.00 from the CIST Fund. Ongoing costs are estimated to be \$0 annually. Previous years' funding was \$0.

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

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

Bob Baer  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager

**RESOLUTION NO. R-23-79**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CENTRIC CONSTRUCTION GROUP, LLC IN THE TOTAL AMOUNT NOT TO EXCEED \$919,958.00 FOR THE CITY HALL INTERIOR REMODEL PROJECT CP2359.**

**WHEREAS**, four (4) proposals were received for the City Hall Interior Remodel Project, and the proposal from Centric Construction Group, LLC in the amount of \$919,958.00 has been determined by the City Manager 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 Centric Construction Group, LLC for work as outlined in the agreement, for a total amount not to exceed \$919,958.00.

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

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF NOVEMBER 2023.**

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Jean B. Moore, Mayor

ATTEST:

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Kris Keller, City Clerk



## ***Request for Council Action***

**RES** ☐ # City Clerk Only

**BILL** ☐ # City Clerk Only

**ORD** ☐ # City Clerk Only

Date: 11/6/2023

Department: Community Development

Meeting Date Requested: 11/13/2023

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/expansion of the grocery pick-up. The addition/expansion is 6,500 sq. ft. located at the south end of the existing building. The materials will match that of the existing building. As part of the addition/expansion, the existing building will be painted the new color scheme for Walmart; please see attached colored elevation sheet A2.

Along with the addition/expansion, 30,000 sq. ft. of the existing store will be remodeled. One of the noticeable changes will be that the pharmacy is being located by the Health Center, which Council approved at their August 28<sup>th</sup> meeting. The grocery, vision center, restrooms, money center, auto center, break room, and rear office will be among the areas being remodeled. Please see attached sheet FXS1 for the fixture layout changes to the store.

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

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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:** NOVEMBER 6, 2023  
**PERMIT NO.:** BP23-00485

## GENERAL INFORMATION

**BUSINESS/PROPERTY NAME:** Walmart  
**APPLICANT:** BRR Architecture, Inc.  
**STATUS OF APPLICANT:** Architect of Record  
**OWNER:** Walmart  
**REQUESTED ACTION:** Approval of Building Permit  
**PURPOSE:** Addition for Grocery Pickup  
**LOCATION:** 7207 N Prospect Avenue  
**SIZE:** 6,500 sq. ft. Grocery Pick-up Expansion

## 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

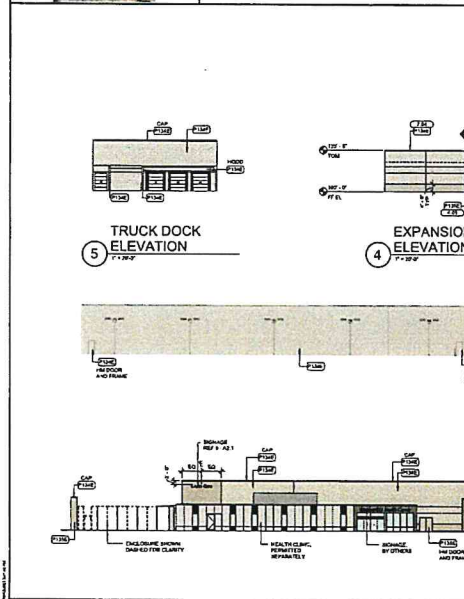
## APPLICABLE REGULATIONS

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









REMOVE AND  
REPLACE EXISTING  
SCREENWALL, CA  
REF 2 - SP1

— REMOVE AND  
REPLACE ID  
SCREENING  
AND J - MP1

ARCHITECTURAL FINISH FLOOR = 100.00'  
CIVIL FINISH FLOOR = 97.7 ± 3

NOTE:  
FINISH FLOOR ELEVATION AT  
ALL EXTERIOR DOORS = 104.10  
LESS 1/2" WOOD CHAIRMOUSE

REFER TO SPEC FOR DETAILS AND REQUIREMENTS FOR STORMWATER POLLUTION CONTROLS AND SITE STORAGE OF MATERIALS AND EQUIPMENT. DEVIATIONS FROM DETAILS SHOWN MUST BE SUBMITTED FOR APPROVAL BY ACCORDANCE WITH SPEC.



SITE SHEET NOTES	
1.	PREP AND PAINT ALL EXTERIOR LIGHT POLE BASES AND ALL SCROLLWORK PIPE, AND
2.	POWER WASH SIDEWALKS AT FRONT OF BUILDING, AUTO CARE CENTER, AND ONLINE PICKUP DELIVERY

**brr**

**ASSOCIATES OF BUILDERS**  
Sole General Contracting and  
Construction Management  
Firms  
Quality and Value, We Deliver

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**Yes...it's as easy as  
1-800-875-2262**

[illegible]

CONCLUSIONS

Walmart  
GLADSTONE, MO  
7227 N MI HWY  
STORE NO. 01120-254

ISSUE BLOCK

[illegible]

CHECKED BY: JMS	CMJ
GRANTED BY: WED	
PRIO TO CYCLE: 95 2602	
DOCUMENT DATE: 897142	



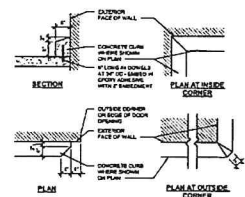
• **THE UNIVERSITY OF**

TREVOR TYSON  
HOLCOMB  
ARCHITECT  
LICENSE NO.  
A-2022300409

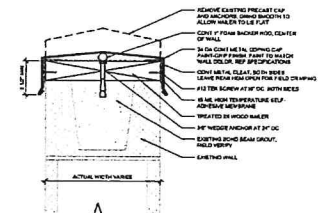
BFR ARCHITECTURE  
INC.  
ARCHITECTURAL  
CORPORATION  
MISSOURI LICENSE NO.  
ARC 000160

SITE PLAN

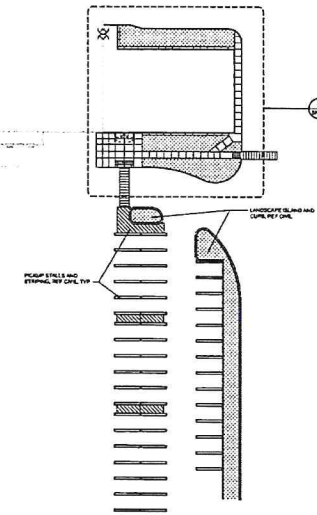
MEET  
CD1



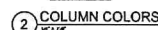
3 CART CURB



2 SCREEN WALL CAP



1 OVERALL SITE PLAN

[illegible]

D-227  
A1

[illegible]

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RACK FRAME & ANCHORAGE SCHEDULE		
FRAME MARK	ANCHOR DETAIL	FRAME COUNT
73 100 C60	2-#5 @ 2' 0" x 2' 0"	4
74 112 C60	2-#5 @ 2' 0" x 2' 0"	4
75 120 C60	2-#5 @ 2' 0" x 2' 0"	4
76 130 C60	2-#5 @ 2' 0" x 2' 0"	4
77 140 C60	2-#5 @ 2' 0" x 2' 0"	4
78 150 C60	2-#5 @ 2' 0" x 2' 0"	4
79 160 C60	2-#5 @ 2' 0" x 2' 0"	4
80 170 C60	2-#5 @ 2' 0" x 2' 0"	4
81 180 C60	2-#5 @ 2' 0" x 2' 0"	4
82 190 C60	2-#5 @ 2' 0" x 2' 0"	4
83 200 C60	2-#5 @ 2' 0" x 2' 0"	4
84 210 C60	2-#5 @ 2' 0" x 2' 0"	4
85 220 C60	2-#5 @ 2' 0" x 2' 0"	4
86 230 C60	2-#5 @ 2' 0" x 2' 0"	4
87 240 C60	2-#5 @ 2' 0" x 2' 0"	4
88 250 C60	2-#5 @ 2' 0" x 2' 0"	4
89 260 C60	2-#5 @ 2' 0" x 2' 0"	4
90 270 C60	2-#5 @ 2' 0" x 2' 0"	4
91 280 C60	2-#5 @ 2' 0" x 2' 0"	4
92 290 C60	2-#5 @ 2' 0" x 2' 0"	4
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94 310 C60	2-#5 @ 2' 0" x 2' 0"	4
95 320 C60	2-#5 @ 2' 0" x 2' 0"	4
96 330 C60	2-#5 @ 2' 0" x 2' 0"	4
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98 350 C60	2-#5 @ 2' 0" x 2' 0"	4
99 360 C60	2-#5 @ 2' 0" x 2' 0"	4
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101 380 C60	2-#5 @ 2' 0" x 2' 0"	4
102 390 C60	2-#5 @ 2' 0" x 2' 0"	4
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122 590 C60	2-#5 @ 2' 0" x 2' 0"	4
123 600 C60	2-#5 @ 2' 0" x 2' 0"	4
124 610 C60	2-#5 @ 2' 0" x 2' 0"	4
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131 680 C60	2-#5 @ 2' 0" x 2' 0"	4
132 690 C60	2-#5 @ 2' 0" x 2' 0"	4
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219 1560 C60	2-#5 @ 2' 0" x 2' 0"	4
220 1570 C60	2-#5 @ 2' 0" x 2' 0"	4
221 1580 C60	2-#5 @ 2' 0" x 2' 0"	4
222 1590 C60	2-#5 @ 2' 0" x 2' 0"	4
223 1600 C60	2-#5 @ 2' 0" x 2' 0"	4
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227 1640 C60	2-#5 @ 2' 0" x 2' 0"	4
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231 1680 C60	2-#5 @ 2' 0" x 2' 0"	4
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241 1780 C60	2-#5 @ 2' 0" x 2' 0"	4
242 1790 C60	2-#5 @ 2' 0" x 2' 0"	4
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248 1850 C60	2-#5 @ 2' 0" x 2' 0"	4
249 1860 C60	2-#5 @ 2' 0" x 2' 0"	4
250 1870 C60	2-#5 @ 2' 0" x 2' 0"	4
251 1880 C60	2-#5 @ 2' 0" x 2' 0"	4
252 1890 C60	2-#5 @ 2' 0" x 2' 0"	4
253 1900 C60	2-#5 @ 2' 0" x 2' 0"	4
254 1910 C60	2-#5 @ 2' 0" x 2' 0"	4
255 1920 C60	2-#5 @ 2' 0" x 2' 0"	4
256 1930 C60	2-#5 @ 2' 0" x 2' 0"	4
257 1940 C60	2-#5 @ 2' 0" x 2' 0"	4
258 1950 C60	2-#5 @ 2' 0" x 2' 0"	4
259 1960 C60	2-#5 @ 2' 0" x 2' 0"	4
260 1970 C60	2-#5 @ 2' 0" x 2' 0"	4
261 1980 C60	2-#5 @ 2' 0" x 2' 0"	4
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263 2000 C60	2-#5 @ 2' 0" x 2' 0"	4
264 2010 C60	2-#5 @ 2' 0" x 2' 0"	4
265 2020 C60	2-#5 @ 2' 0" x 2' 0"	4
266 2030 C60	2-#5 @ 2' 0" x 2' 0"	4
267 2040 C60	2-#5 @ 2' 0" x 2' 0"	4
268 2050 C60	2-#5 @ 2' 0" x 2' 0"	4
269 2060 C60	2-#5 @ 2' 0" x 2' 0"	4
270 2070 C60	2-#5 @ 2' 0" x 2' 0"	4
271 2080 C60	2-#5 @ 2' 0" x 2' 0"	4
272 2090 C60	2-#5 @ 2' 0" x 2' 0"	4
273 2100 C60	2-#5 @ 2' 0" x 2' 0"	4
274 2110 C60	2-#5 @ 2' 0" x 2' 0"	4
275 2120 C60	2-#5 @ 2' 0" x 2' 0"	4
276 2130 C60	2-#5 @ 2' 0" x 2' 0"	4
277 2140 C60	2-#5 @ 2' 0" x 2' 0"	4
278 2150 C60	2-#5 @ 2' 0" x 2' 0"	4
279 2160 C60	2-#5 @ 2' 0" x 2' 0"	4
280 2170 C60	2-#5 @ 2' 0" x 2' 0"	4
281 2180 C60	2-#5 @ 2' 0" x 2' 0"	4
282 2190 C60	2-#5 @ 2' 0" x 2' 0"	4
283 2200 C60	2-#5 @ 2' 0" x 2' 0"	4
284 2210 C60	2-#5 @ 2' 0" x 2' 0"	4
285 2220 C60	2-#5 @ 2' 0" x 2' 0"	4
286 2230 C60	2-#5 @ 2' 0" x 2' 0"	4
287 2240 C60	2-#5 @ 2' 0" x 2' 0"	4
288 2250 C60	2-#5 @ 2' 0" x 2' 0"	4
289 2260 C60	2-#5 @ 2' 0" x 2' 0"	4
290 2270 C60	2-#5 @ 2' 0" x 2' 0"	4
291 2280 C60	2-#5 @ 2' 0" x 2' 0"	4
292 2290 C60	2-#5 @ 2' 0" x 2' 0"	4
293 2300 C60	2-#5 @ 2' 0" x 2' 0"	4
294 2310 C60	2-#5 @ 2' 0" x 2' 0"	4
295 2320 C60	2-#5 @ 2' 0" x 2' 0"	4
296 2330 C60	2-#5 @ 2' 0" x 2' 0"	4
297 2340 C60	2-#5 @ 2' 0" x 2' 0"	4
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316 2530 C60	2-#5 @ 2' 0" x 2' 0"	4
317 2540 C60	2-#5 @ 2' 0" x 2' 0"	4
318 2550 C60	2-#5 @ 2' 0" x 2' 0"	4
319 2560 C60	2-#5 @ 2' 0" x 2' 0"	4
320 2570 C60	2-#5 @ 2' 0" x 2' 0"	4
321 2580 C60	2-#5 @ 2' 0" x 2' 0"	4
322 2590 C60	2-#5 @ 2' 0" x 2' 0"	4
323 2600 C60	2-#5 @ 2' 0" x 2' 0"	4
324 2610 C60	2-#5 @ 2' 0" x 2' 0"	4
325 2620 C60	2-#5 @ 2' 0" x 2' 0"	4
326 2630 C60	2-#5 @ 2' 0" x 2' 0"	4
327 2640 C60	2-#5 @ 2' 0" x 2' 0"	4
328 2650 C60	2-#5 @ 2' 0" x 2' 0"	4
329 2660 C60	2-#5 @ 2' 0" x 2' 0"	4
330 2670 C60	2-#5 @ 2' 0" x 2' 0"	4
331 2680 C60	2-#5 @ 2' 0" x 2' 0"	4
332 2690 C60		

[illegible]

Walmart  
GLADSTONE, MO  
7327 N HIGHWAY M1  
STORE NO 01170-254

[illegible]

CHECKED BY:	BOB
DRAWN BY:	JAN
PROJECT CYCLE:	05/05/23
DOCUMENT DATE:	08/03/23
JSA PROJECT NO:	2301801120

**OWNER  
PROVIDED  
INFORMATION**

FIXTURE  
 ANCHORAGE  
 PLAN AND  
 NOTES

FXS1





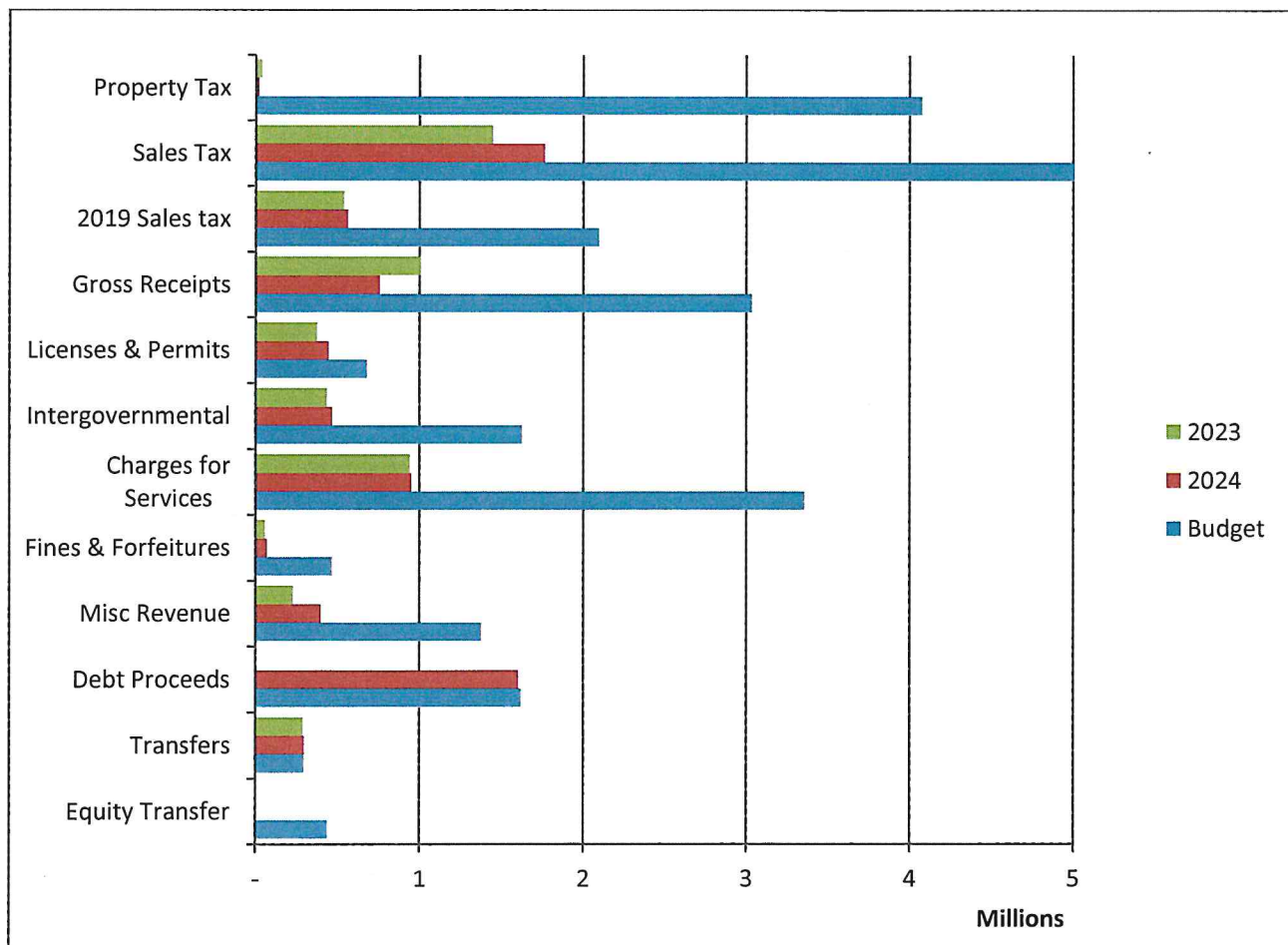
# CITY OF GLADSTONE MISSOURI

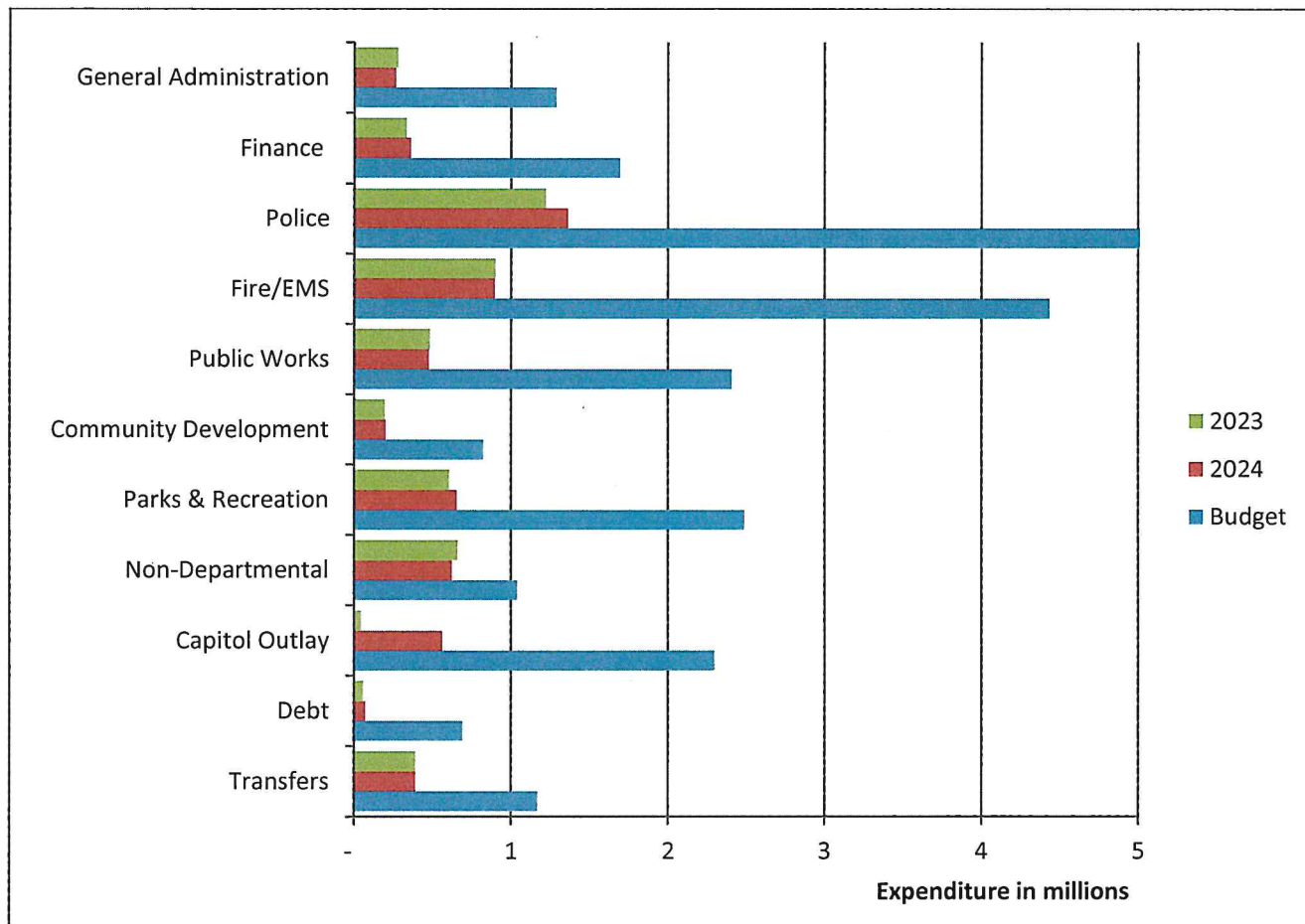
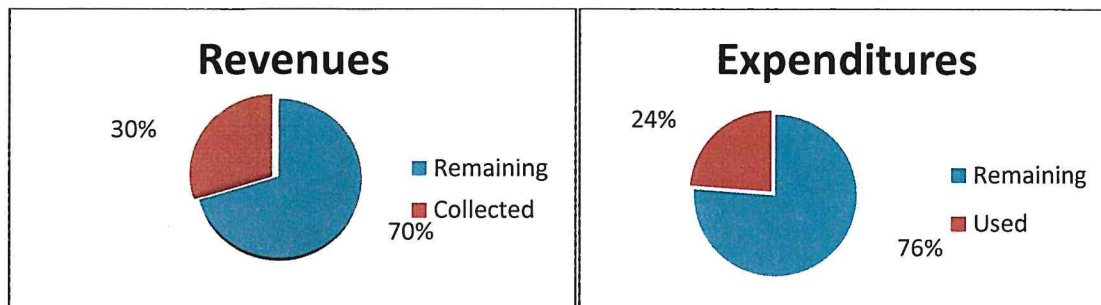
Financial Report for 3 Months Ending  
September 30, 2023

## GENERAL FUND

### General Fund Revenues

Total revenues for the General Fund through 3 months or 25% of this fiscal year are \$7,368,319 compared to total budgeted revenues for the year of \$24,812,915 or 30% of budgeted revenue (\$5,761,653 or 23% without debt proceeds or \$364,562 over prior year). Property tax revenue is \$22,931. Sales tax on a cash basis is \$1,766,986 or \$314,325 (22%) more than last year due to increases from use tax. The 2019 sales tax (1/2 cent sales tax passed in 2019) is \$566,212, an increase of 4%. Gross receipts taxes are \$759,138, a decrease of \$252,720 due to the timing of electricity gross receipts. License and Permit revenues are 447,735, 18% or \$69,601 more than FY23 due to business license renewals and building permits. Intergovernmental revenue is \$469,513 or \$29,829 (7%) over the previous year due to increased receipts from the state gas tax. Charges for Services are \$954,200 an increase of 1% or \$9,728 compared to the previous year. Fines and Forfeitures have increased from the same time last year to \$73,266. Miscellaneous Revenue is \$701,673, an increase of \$168,447 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.



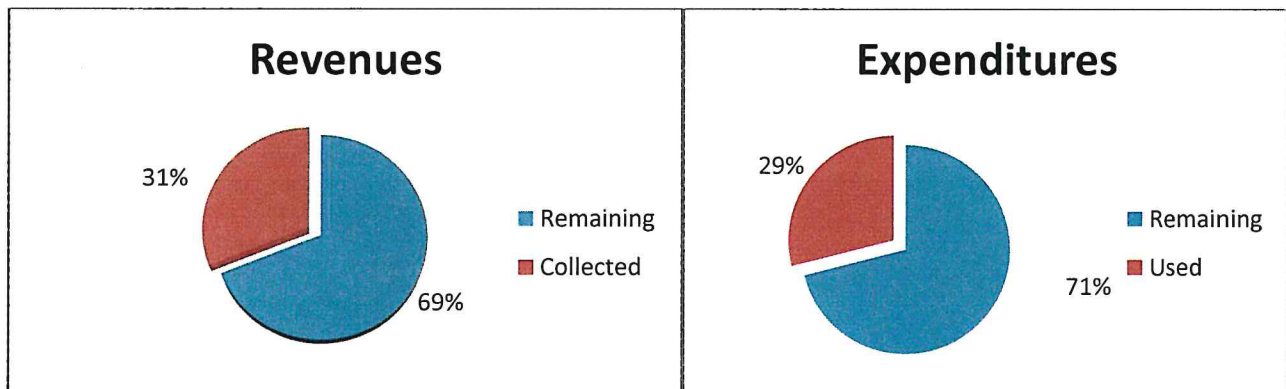
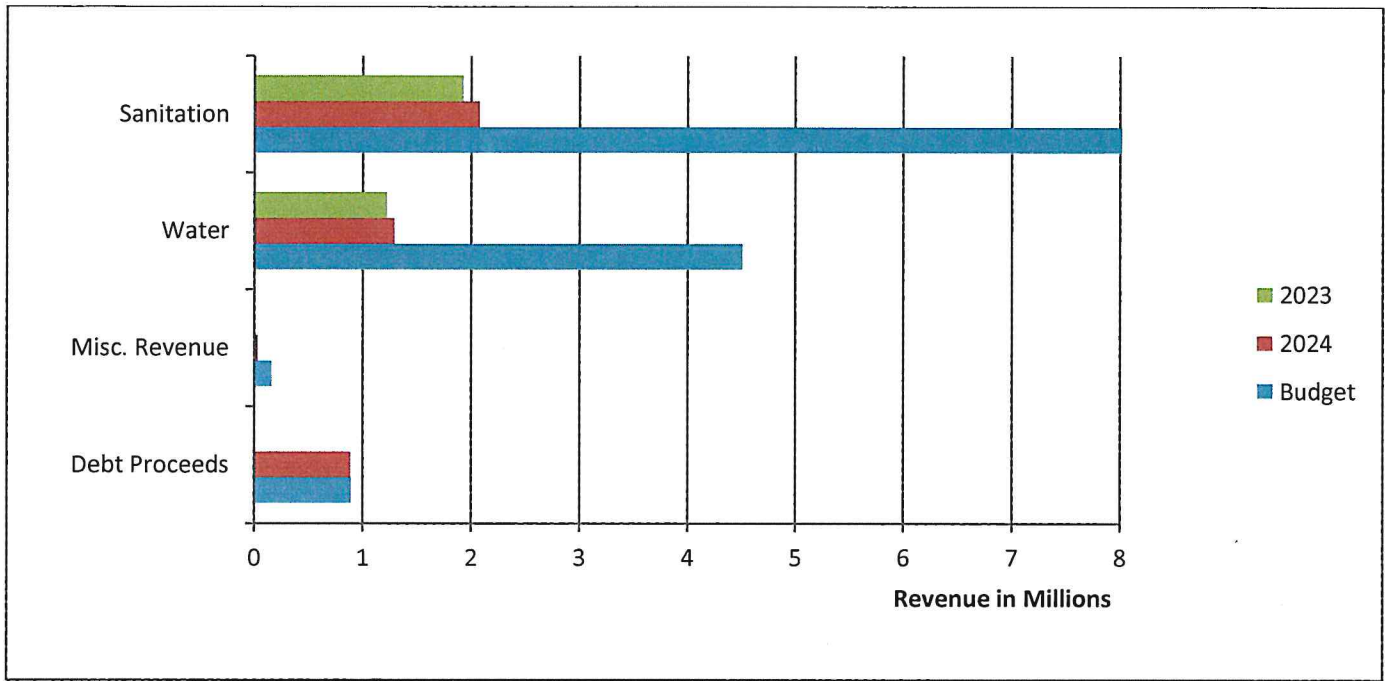


Expenditures through 3 months or 25% of this fiscal year amounted to \$5,904,447 or 24% of FY24 budgeted expenditures of \$24,812,915. This indicates that actual expenditures are 13% or \$695,081 more than last year's expenditures of \$3,524,940. General Administration expenditures are \$267,785, a decrease of \$13,840 or 5% due to changes in personnel. Finance expenditures have increased \$27,841 to \$364,719 due to changes in personnel. Police expenditures are \$1,365,389, an increase of \$139,559. Fire/EMS expenditures have decreased \$3,437 to \$899,297. Public Works expenditures are \$481,144 or 1% less than the prior year. Community Development expenditures are \$203,575, an increase of 3%. Parks & Recreation expenditures are \$658,426, an increase of \$48,825 (8%) from the same time last year due to senior activities. Non-Departmental expenditures are \$626,661, a decrease of \$36,289 due to the the reallocation of cyber security insurance to the HR safety/loss control line item. Capital Outlay is \$566,379. Payments for debt have increased by \$14,987 to \$76,071 due to debt issuance cost for the 2024 lease purchases. Transfers from the General Fund are \$395,000 (same as previous year). Current revenues exceed current expenditures in the amount of \$1,463,872 (due to lease purchase proceeds).

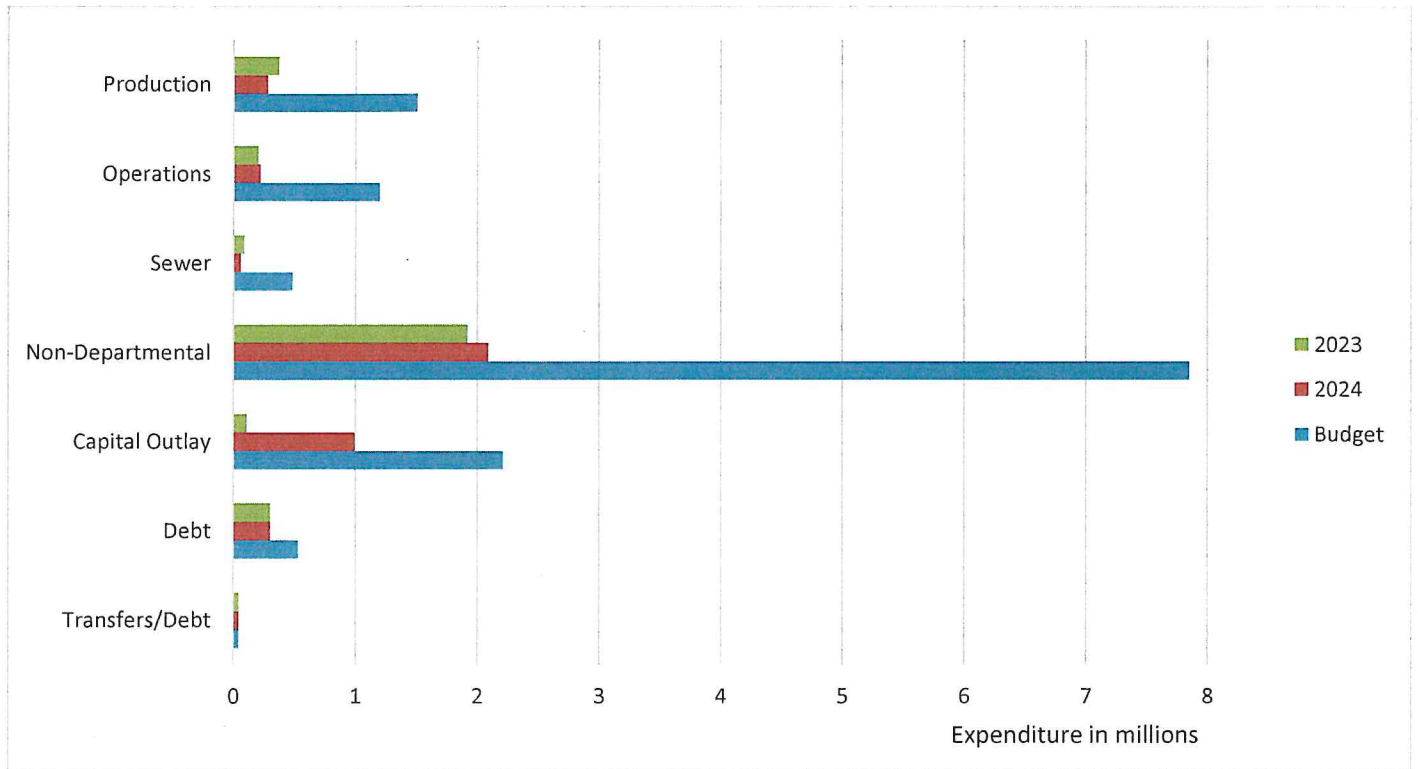


## COMBINED WATER AND SEWERAGE SYSTEM FUND

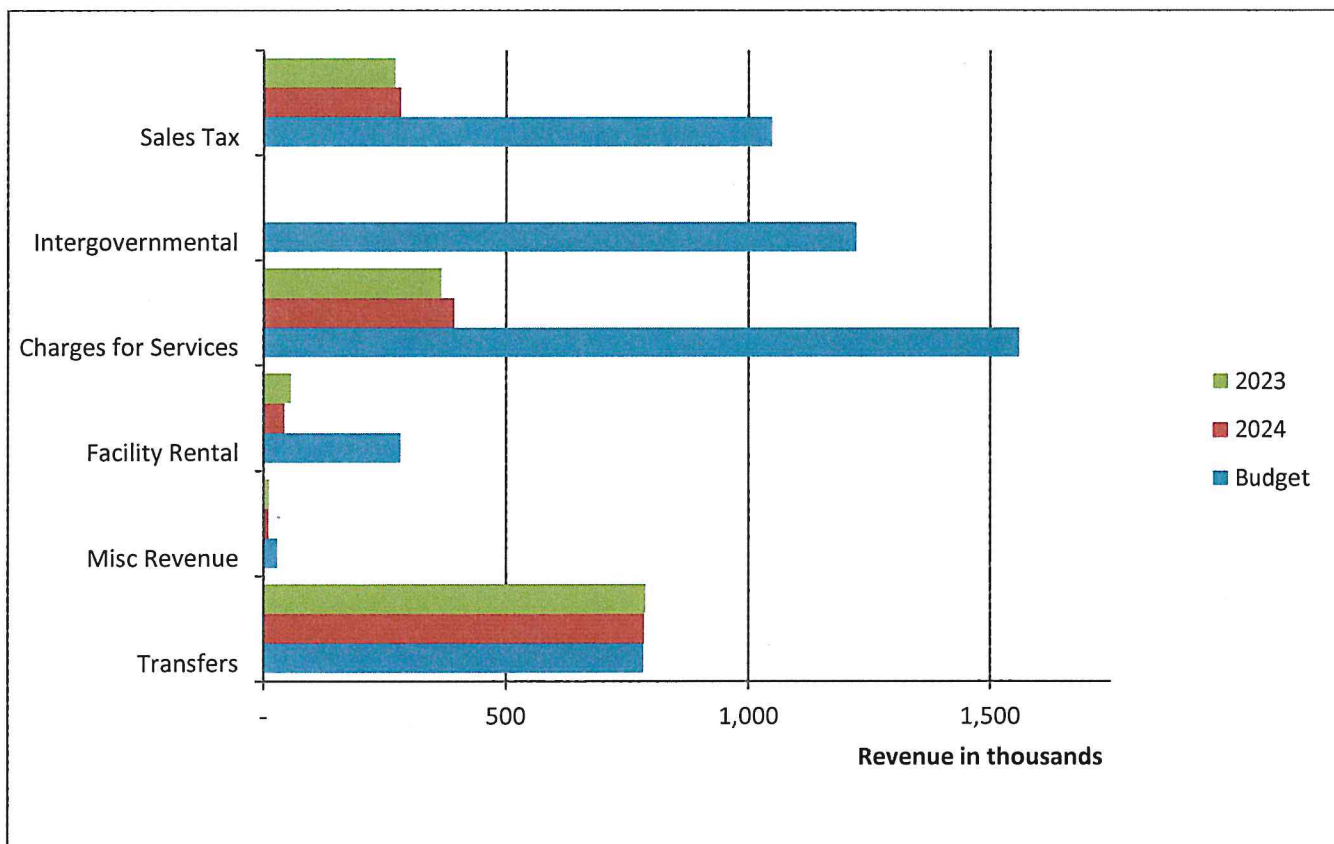
Total budgeted revenues for the fiscal year are \$13,860,435. Total revenues through 3 months or 25% of this fiscal year, amounted to \$4,310,231 or 31% of FY24 budgeted revenues (25% excluding debt proceeds) . Increases in both sanitation and water revenues are due to increased water and sewer rates. Debt proceeds of \$893,334 were received for the 2024 equipment lease purchases.

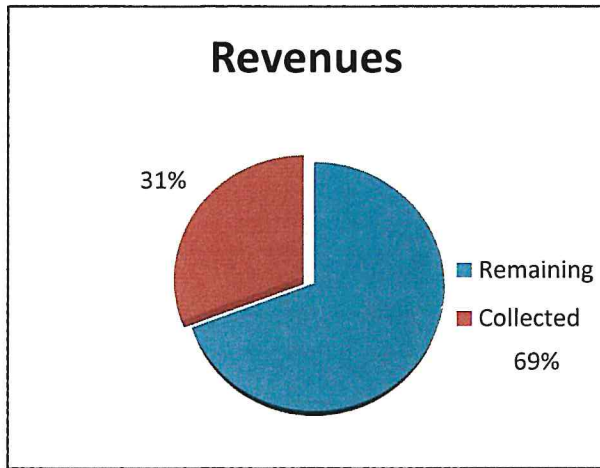


Total budgeted expenditures for the fiscal year are \$13,860,435. Total expenditures through 3 months or 25% of this fiscal year amounted to \$4,012,816 or 29% of FY24 budgeted expenditures. Production expenditures are \$282,202, a decrease of \$90,442 from the previous year due to the repair to the secondary basin. Operations division expenditures are \$223,632, an increase of \$16,582 due to the changes in personnel. Sewer division expenditures have decreased \$28,667 to \$62,618 due to the timing of sewer line maintenance. Non-departmental expenditures are \$2,092,161, an increase of \$168,559 due to increased sewer charges for sewage treatment. Capital outlay is \$997,140. Payments for debt are comparable to the previous year at \$305,062. Current revenues exceed current expenditures by \$297,415.



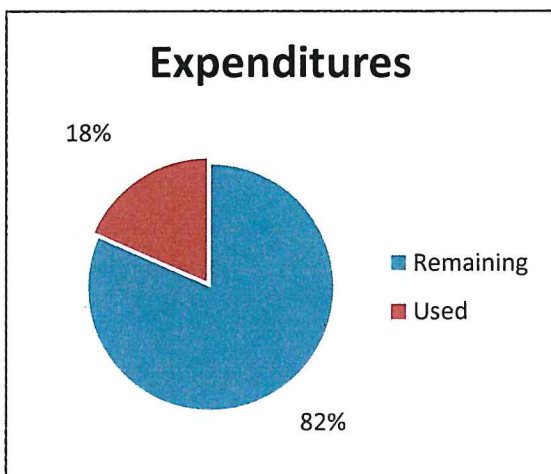
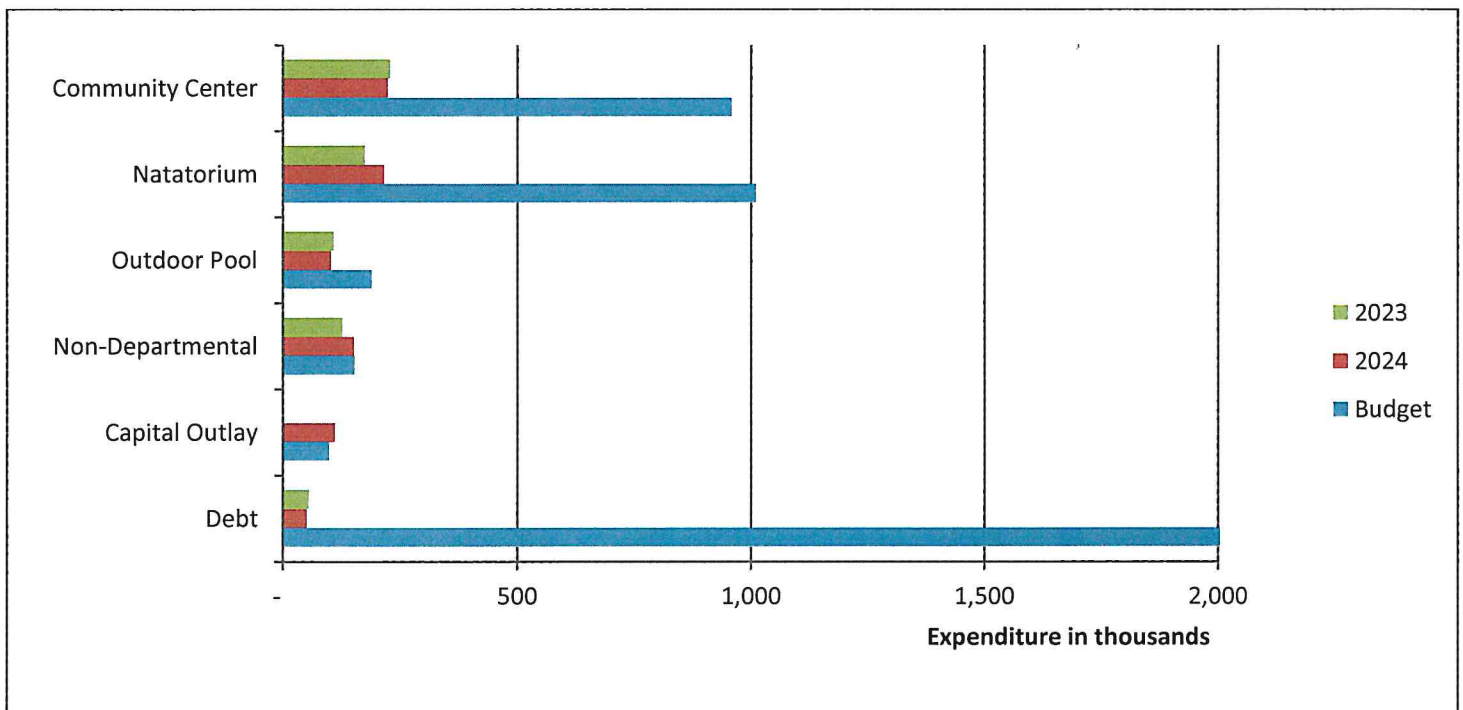
### COMMUNITY CENTER AND PARKS TAX FUND





Total budgeted revenues for the fiscal year are \$4,935,650. Total revenues through 3 months or 25% of this fiscal year, amounted to \$1,519,027 or 31% of FY24 budgeted revenues. Sales tax received is \$284,069, an increase of \$12,100 (4%) 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 \$393,873, an increase of \$26,261. Revenue from facility rental is \$43,718, a decrease of 15%. Miscellaneous revenue decreased to \$11,366. Transfers to the

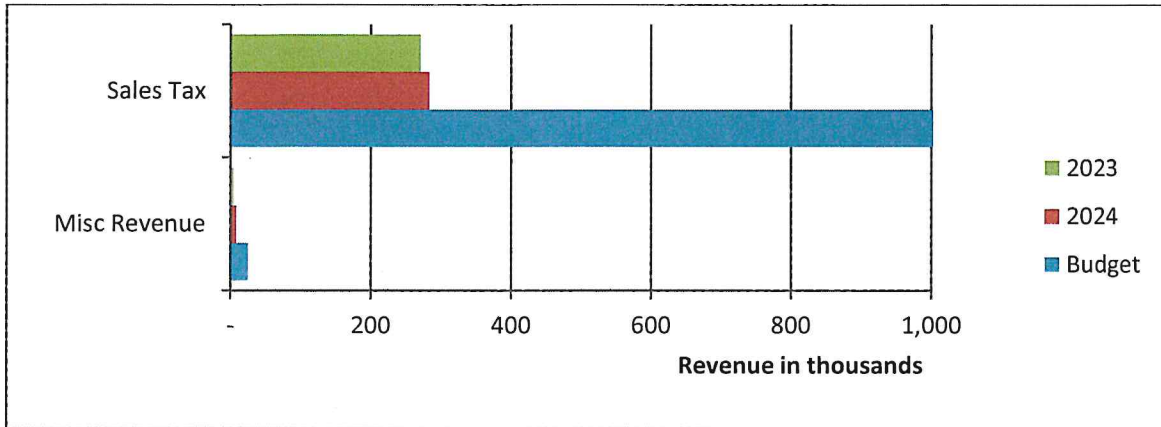
fund are \$786,000. There is no equity transfer budgeted for the fiscal year.



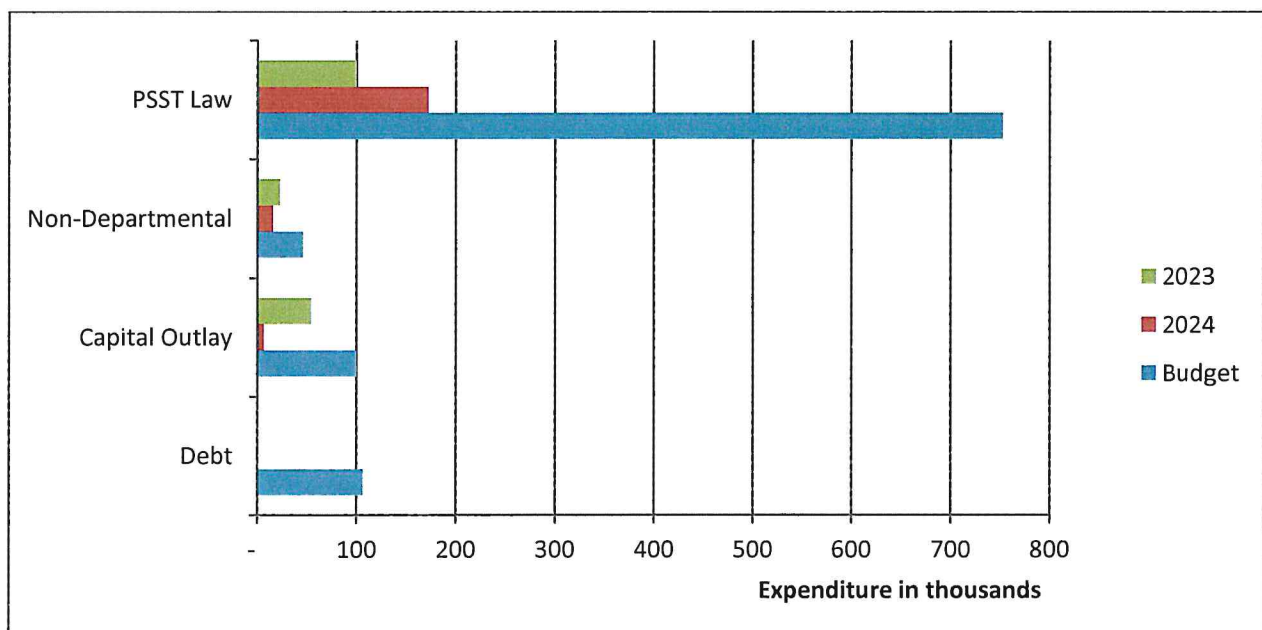
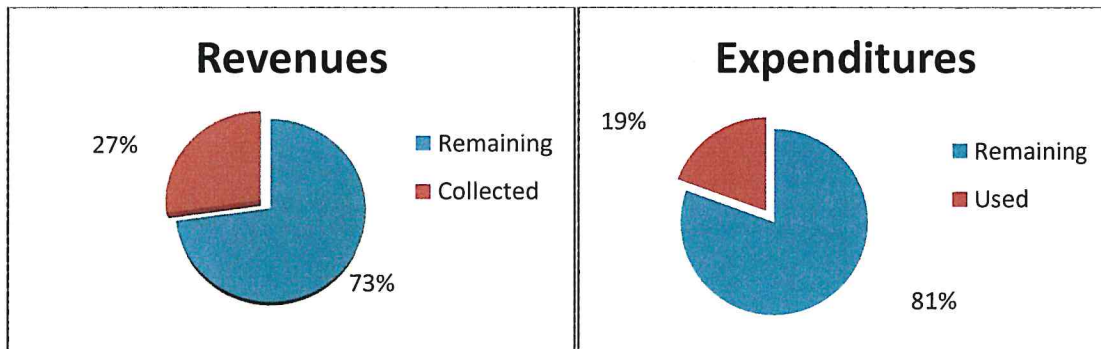
Total budgeted expenditures for the fiscal year are \$4,676,797. Total expenditures through 3 months or 25% of this fiscal year amounted to \$860,281 or 18% of FY24 budgeted expenditures. Community Center expenditures are \$224,359, or 2% less than the previous year. Natatorium expenditures are \$216,769, or 23% more than the previous year due to changes in personnel and building maintenance. Outdoor Pool expenditures are \$103,696. Non-departmental expenditures have increased 20% to \$152,162, due to increases in property and liability insurance. Capital outlay is \$111,589. Payment for debt is \$51,707. Current revenues exceed current expenditures by \$658,746.



## PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$1,076,000. Total revenues through 3 months or 25% of this fiscal year amounted to \$293,401 or 27% of FY24 budgeted revenues. Sales tax on a cash basis is \$284,065, or an increase of \$12,100 (4%). Miscellaneous revenue is \$9,336. 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 3 months or 25% of this fiscal year are \$196,098 or 19% of the FY24 budgeted expenditures. Law division is \$172,967, an increase of \$73,537 from the same time last year due to filled positions. Non-Departmental is \$16,143, compared to \$23,124 during the previous year. Capital outlay is \$6,988. Debt is budgeted at \$107,000, and will occur later in the fiscal year. Current revenue over expense for the fund is \$97,303.

Respectfully submitted,

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

Dominic Accurso  
Director of Finance





## ***Request for Council Action***

**RES** ☐ # City Clerk Only

**BILL** ☒ # 23-36

**ORD** ☒ # 4.655

Date: 11/7/2023

Department: Community Development

Meeting Date Requested: 11/13/2023

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

Subject: - An Ordinance to approve a Plat and First Amendment to the Parking Lease for the Northland Innovation Campus – Lots 1, 2, & 3.

Background:

Currently, this development has a parking lease that terminates on December 31, 2039. Once the parking lease terminates, the office lot will have no dedicated parking. This re-plat of the office lot and parking lot will help address this future issue for the property owners.

Douglas Stone who is the applicant and legal counsel for this project will be present at the Planning Commission and City Council meetings to answer questions on behalf of the property owners.

Budget Discussion: N/A

Public/Board/Staff Input:

Public: No Comments.

Board: The Planning Commission voted in favor of approving this project request. 9 Yes – 0 No

Staff: City staff recommends approval with one (1) condition. That condition is to edit the final plat to reflect the current Mayor of the City of Gladstone.

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

Austin Greer  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager



## **Community Development Department**

### **Staff Report**

Date: October 10, 2023

File #:

Requested Action: Final Plat/Re-Plat

Date of PC Consideration: Monday, October 16, 2023

Date of Council Consideration: Monday, November 13, 2023

---

Applicant: Douglas Stone  
Lewis Rice, LLC  
1010 Walnut, Suite 500, Kansas City, Missouri 64106  
dstone@lewisricekc.com

Property Owners: KCP Fee Owner 4, LLC  
1010 S. Federal Highway, Suite 2900, Hallandale Beach, FL 33009  
legal@kawa.com

Address of Property: 6889 North Oak Trafficway Gladstone, MO 64118 - Northland Innovation Campus

### **Analysis**

---

Currently, this development has a parking lease that terminates on December 31, 2039. Once the parking lease terminates, the office lot will have no dedicated parking. This re-plat of the office lot and parking lot will help address this future issue for the property owners.

Douglas Stone who is the applicant and legal counsel for this project will be present at the Planning Commission and City Council meetings to answer questions on behalf of the property owners.

### **Recommended Conditions**

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Edit the final plat to reflect the current Mayor of the City of Gladstone.

### **Recommendation**

---

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

## DEVELOPMENT APPLICATION



### CITY OF GLADSTONE

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

File #: Plat 23-00003

Application Date: Sept. 28, 23

PC Date: Nov 6, 23 Oct 16, 23

CC Date: Nov 27, 23 Nov 13, 23

### Application Type:

- |  |  |
|--|--|
| <input type="checkbox"/> (PH) Special Use Permit (\$500) | <input type="checkbox"/> (PH) Right-of-Way Vacation (\$200)  |
| <input type="checkbox"/> (PH) Zoning Change (\$500)      | <input type="checkbox"/> (PH) Variance – BZA (\$200)         |
| <input type="checkbox"/> (PH) Site Plan Revision (\$500) | <input checked="" type="checkbox"/> Final Plat/Replat (\$75) |

Address of Action: Northland Innovation Center  
6889 North Oak Trafficway  
Gladstone, MO 64118

### Legal Description:

*Attach under separate cover if  
needed.*

See attached Exhibit A (Legal Description of Land under Parking Lease)  
and Exhibit B (Original Legal Plat Description)

### Proposed Change:

A 1) Replat of Northland Innovation Campus and 2) an Amendment to an existing Parking  
Lease which will together (i) provide permanent parking for Lot 1 on the Replat and  
(ii) release to the City Lot 3 on the Replat from the existing Parking Lease.

### Applicant/Property Owner Information:

☒ Applicant(s): Douglas Stone  
Company: Lewis Rice, LLC  
Address: 1010 Walnut, Suite 500, Kansas City, Missouri 64106  
Phone: (816) 472-2539 Fax: (816) 472-2500 E-Mail: [dstone@lewisricekc.com](mailto:dstone@lewisricekc.com)

☐ Property Owner (if different than applicant) KCP Fee Owner 4, LLC  
Company KCP Fee Owner 4, LLC  
Address 1010 S. Federal Highway, Suite 2900, Hallandale Beach, FL 33009  
Phone (305) 560-5292 Fax: (305) 560-5290 E-Mail: [legal@kawa.com](mailto:legal@kawa.com)

☐ Architect/Engineer \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

*Please indicate in one box above which person is to be the contact.*

## DEVELOPMENT APPLICATION

### OWNER'S AUTHORIZATION

I, Cristina Baldim, in my capacity as Authorized Officer of KCP Fee Owner 4,

LLC \_\_\_\_\_, do hereby authorize Douglas Stone  
(Owner's name) (Applicant's name)

to apply for the following action on my property at Northland Innovation Center,  
6889 North Oak Trafficway, Gladstone MO 64118

- a. Rezone from \_\_\_\_\_ to \_\_\_\_\_
- b. Site Plan Revision \_\_\_\_\_
- c. Special Use Permit \_\_\_\_\_
- d. Variance \_\_\_\_\_
- e. Plat/Replat \_\_\_\_\_ X

Date: 09/14/2023 Owner's Signature: [Signature]

### NOTARIZATION

*State of Florida*

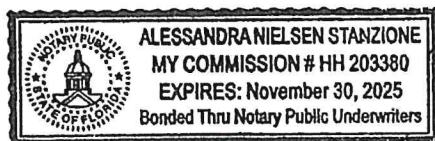
*County of Broward*

Subscribed and sworn before me by means of ☒ physical presence or ☐ online notarization,  
this 14th day of September, 2023, by CRISTINA BALDIM. Such person is  
PERSONALLY KNOWN TO ME.

Notary's Signature: [Signature]

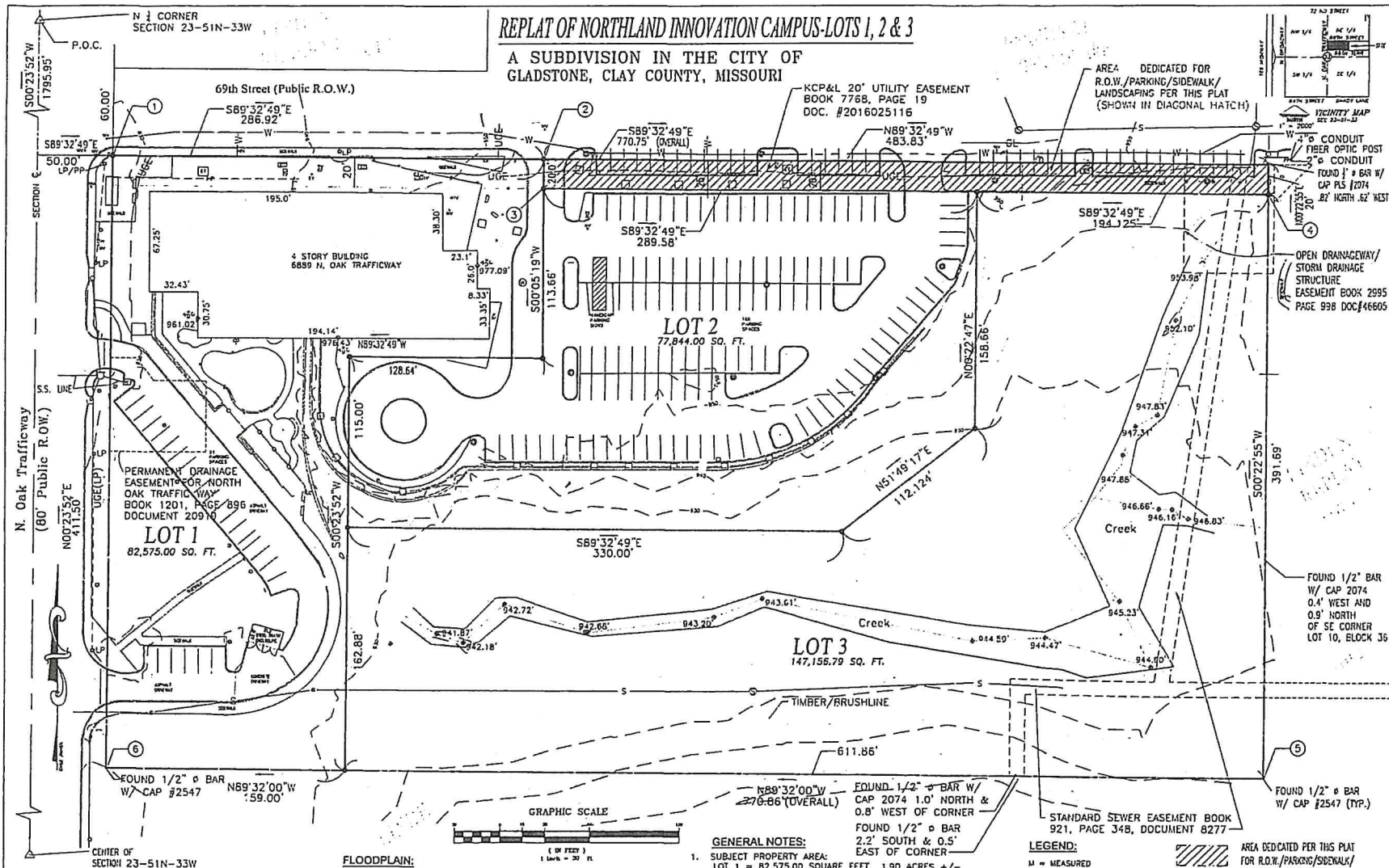
ALESSANDRA NIELSEN STANZIONE

My Commission expires: November 30, 2025



(seal)





**PROPERTY ADDRESS:**  
6889 N. OAK TRAFFICWAY  
GLADSTONE, MISSOURI

**HORIZONTAL DATUM:**

BASIS OF BEARING FOR THIS SURVEY WAS TAKEN FROM A PLAT OF NORTHLAND INNOVATION CAMPUS FILED AS DOC. NO. 2015012817 IN THE CLAY COUNTY RECORDER OF DEEDS OFFICE.

**ZONING CLASSIFICATION:**

THE ZONING FOR THE PROPERTY IS MXD (MIXED USE DESIGNATION)

**FLOODPLAIN:**

THE SUBJECT PROPERTY IS LOCATED IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI WHICH PARTICIPATES IN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) ADMINISTERED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). ACCORDING TO FLOOD INSURANCE MAP (FIRM), MAP NUMBER 23047C0202E, EFFECTIVE AUGUST 3, 2015, (CITY OF GLADSTONE AREA NOT INCLUDED), ON THIS MAP.

**REFERENCE PLAT AND DEEDS**

NORTHLAND INNOVATION CAMPUS, FILED WITH THE CLAY COUNTY, MISSOURI RECORDER OF DEEDS AS DOCUMENT NO. 2015012817 IN PLAT BOOK H, PAGE 124 AND LINDEN RESERVE RECORDED AS DOC. 2020019602 BOOK I, PAGE 103.2 BOTH SUBDIVISIONS IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, LYING IN THE NE 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 23-51N-33W.

**REPLAT OF NORTHLAND INNOVATION CAMPUS-LOTS 1, 2 & 3**

A SUBDIVISION IN THE CITY OF  
GLADSTONE, CLAY COUNTY, MISSOURI

KCP&L 20' UTILITY EASEMENT  
BOOK 7768, PAGE 19  
DOC. #2016025116

AREA DEDICATED FOR  
R.O.W./PARKING/SIDEWALK/  
LANDSCAPING PER THIS PLAT  
(SHOWN IN DIAGONAL HATCH)

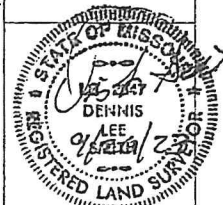


3209 Jeffery Circle  
Independence, MO 64055  
Phone: 816-739-0120  
email: smith.dennis09@gmail.com

Rainmaker Surveying  
Missouri Certificate of Authority  
# X01106192

PREPARED FOR:  
KAWA  
CRISTINA BALDI  
KCP FEE OWNER 4, LLC

**REPLAT OF NORTHLAND INNOVATION CAMPUS-  
LOTS 1, 2 & 3**  
A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI  
6889 N. OAK TRAFFICWAY  
GLADSTONE, CLAY COUNTY, MISSOURI



Dennis Lee Smith - Land Surveyor  
Date: 2/28/23 Sheet 1 of 2  
Scale: 1"=30' Drawn by: MF

**GENERAL NOTES:**

- SUBJECT PROPERTY AREA:  
LOT 1 = 82,575.00 SQUARE FEET 1.90 ACRES +/-  
LOT 2 = 77,844.00 SQUARE FEET 1.78 ACRES +/-  
LOT 3 = 147,155.79 SQUARE FEET 3.38 ACRES +/-  
TOTAL = 307,575.79 SQUARE FEET 7.08 ACRES +/-  
DEDICATED ROW/PARKING/SIDEWALK/LANDSCAPING: 9,676.43 SQUARE FEET 2.2 ACRES +/-
- OWNER OF LOT 2 SHALL BE RESPONSIBLE FOR MAINTAINING THE LANDSCAPING AND THE ADJOINING PARKING SPACES DEDICATED HEREBY.
- BASIS OF BEARINGS: MISSOURI STATE PLANE GRID SYSTEM, NAD 83, WEST ZONE TO MATCH PLAT OF NORTHLAND INNOVATION CAMPUS CONVERTED TO US FEET.

**TITLE COMMITMENT:**

FIRST AMERICAN TITLE INSURANCE COMPANY, NATIONAL COMMERCIAL SERVICES  
AGENT FOR: CITY OF GLADSTONE, MISSOURI FILE NO: NCS-1128339-PHIL  
EFFECTIVE DATE: MAY 11, 2022, AT 8:00 AM

**LEGEND:**

- M = MEASURED  
R = RECORD  
Δ = MONUMENT  
○ = FOUND REBAR W/CAP  
○ = SET REBAR W/CAP #2547  
R/W = RIGHT OF WAY  
C = CENTERLINE

AREA DEDICATED PER THIS PLAT  
FOR R.O.W./PARKING/SIDEWALK/  
LANDSCAPING (THE "DEDICATED AREA")

UTILITY EASEMENT

**POINT TABLE**

POINT #	GRID NORTHING (N)	GRID EASTING (E)
1	338,845.9489	843,438.3199
2	338,845.2575	843,525.7691
3	338,839.1565	843,525.7587
4	338,837.9909	843,673.1973
5	338,718.6105	843,672.4087
6	338,720.5265	843,437.4491

RP1



# REPLAT OF NORTHLAND INNOVATION CAMPUS-LOTS 1, 2 & 3

A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI

## DESCRIPTION:

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51N., RANGE 33W., IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23, TOWNSHIP 51N., RANGE 33W.; THENCE S00° 23'52"W ALONG THE SECTION LINE A DISTANCE OF 1795.95' TO A POINT; THENCE S89°32'49"E A DISTANCE OF 50.00' TO THE POINT OF BEGINNING; THENCE S89°32'49"E ALONG THE SOUTH RIGHT-OF-WAY OF 69TH STREET A DISTANCE OF 286.92 TO A POINT; THENCE S00°05'19"W A DISTANCE OF 20.00' TO A POINT; THENCE N89°32'49"W A DISTANCE OF 483.71 TO A POINT; THENCE S00°22'55"W A DISTANCE OF 391.69 TO A POINT; THENCE N89°32'00"W A DISTANCE OF 770.86' TO A POINT; THENCE N00°23'52"E A DISTANCE OF 411.50' TO THE POINT OF BEGINNING. CONTAINING 307,575.79 SQUARE FEET 7.08 ACRES +/-

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT HAVE CAUSED THE SAME TO BE REPLATED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS REPLAT OF NORTHLAND INNOVATION CAMPUS, LOTS 1, 2 & 3 PREVIOUSLY KNOWN AS NORTHLAND INNOVATION CAMPUS, FILED WITH THE CLAY COUNTY, MISSOURI RECORDER OF DEEDS FILED APRIL 28, 2015, AS DOCUMENT NO. 2015012817 IN PLAT BOOK H, PAGE 124

## LEGAL DESCRIPTION OF DEDICATION, EASEMENT NOTE AND DEDICATION STATEMENT:

A TRACT OF LAND DEDICATED TO THE NORTHLAND TRAILS VISION PLAN DEDICATION/EASEMENT, LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51N., RANGE 33W., IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI AS SHOWN ON THE REPLAT OF NORTHLAND INNOVATION CAMPUS, OVER, UNDER AND ALONG THE STRIP OF LAND DESIGNATED UTILITY EASEMENT (U.E.) AND A NORTHLAND TRAILS VISION PLAN DEDICATION/EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23, TOWNSHIP 51N., RANGE 33W.; THENCE S00° 23'52"W ALONG THE SECTION LINE A DISTANCE OF 1795.95' TO A POINT; THENCE S89°32'49"E A DISTANCE OF 50.00' TO THE POINT OF BEGINNING; THENCE S89°32'49"E ALONG THE SOUTH RIGHT-OF-WAY OF 69TH STREET A DISTANCE OF 286.92 TO A POINT; THENCE S00°05'19"W A DISTANCE OF 20.00' TO A POINT; THENCE S89°32'49"E A DISTANCE OF 483.71 TO A POINT; THENCE N00°22'55"E A DISTANCE OF 20.00' TO A POINT; THENCE N 89°32'49"W A DISTANCE OF 483.83 TO THE POINT OF BEGINNING. CONTAINING 9,676.43 SQ. FT. OR .22 AC. MORE OR LESS

REPLAT DEDICATION: THE DEDICATED AREA, AS SHOWN ON THE ATTACHED PLAT, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY AND FIRE HYDRANTS THEREON, IS DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS REPLAT OF NORTHLAND INNOVATION CAMPUS, PREVIOUSLY KNOWN AS NORTHLAND INNOVATION CAMPUS, FILED WITH THE CLAY COUNTY, MISSOURI RECORDER OF DEEDS AS DOCUMENT NO. 2015012817 IN PLAT BOOK H, PAGE 124.

## ACKNOWLEDGEMENTS:

IN TESTIMONY WHEREOF KCP FEE OWNER 4, LLC, A DELAWARE LIMITED LIABILITY COMPANY CAUSED THIS INSTRUMENT TO BE EXECUTED HAVE HEREUNTO SET OUR HAND

STATE OF MISSOURI  
COUNTY OF CLAY SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY IN AND FOR THE COUNTY AND STATE ABOVE MENTIONED APPEARED \_\_\_\_\_ OF \_\_\_\_\_

KCP FEE OWNER 4, LLC, A DELAWARE LIMITED LIABILITY WHO IS PERSONALLY KNOWN TO ME DULY SWORN DID SAY THAT HE EXECUTED THIS INSTRUMENT AS THE FREE ACT AND DEED OF SAID KCP FEE OWNER 4, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND WAS SIGNED BY ITS AUTHORITY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN \_\_\_\_\_ MISSOURI, THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC IN AND FOR  
THE STATE AND COUNTY AFORESAID

## SURVEYOR'S CERTIFICATION:

I HEREBY STATE THAT THIS REPLAT OF THE NORTHLAND INNOVATION CAMPUS LOTS 1, 2 & 3 AS DESCRIBED ABOVE AND AS SHOWN ON THE ATTACHED IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS URBAN PROPERTY, ESTABLISHED BY THE MISSOURI BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND THE DEPARTMENT OF AGRICULTURE. I FURTHER STATE THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF MY KNOWLEDGE AND BELIEFS.

FIELD WORK WAS COMPLETED ON MONDAY, AUGUST 22, 2022.

Date: 9/20/23

Dennis L. Smith PL#2547

## CITY CERTIFICATIONS:

THIS REPLAT OF THE NORTHLAND INNOVATION CAMPUS-LOTS 1, 2 & 3 HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023 AND BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

CITY PLANNING COMMISSION CHAIR

BILL DARRIOS, MAYOR

CITY MANAGER, AS OWNER

KRIS REITER, CITY CLERK



3209 Jeffery Circle  
Independence, MO 64055  
Phone: 816-739-0120  
email: smith.dennis69@gmail.com

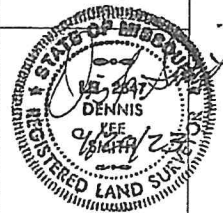
Rainmaker Surveying  
Missouri Certificate of Authority  
# X01106192

PREPARED FOR:  
KAWA  
CRISTINA BALDI  
KCP FEE OWNER 4, LLC

REPLAT OF NORTHLAND INNOVATION CAMPUS-

LOTS 1, 2 & 3

A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI  
6889 N. OAK TRAFFICWAY  
GLADSTONE, CLAY COUNTY, MISSOURI



Dennis Lee Smith-Land Surveyor  
Date: 2/28/23 Sheet 2 of 2  
Scale: 1"=30' Drawn by: MF

RP2

PLANNING COMMISSION  
GLADSTONE, MISSOURI  
*Gladstone City Hall*  
Monday, October 16<sup>th</sup>, 2023  
7:00 pm

**Item 1 on the Agenda: Roll Call.**

**Present:** Gary Markenson  
Kate Middleton  
Bill Turnage  
Jennifer McGee  
Brenda Lowe, Secretary  
Cameron Nave  
Kim Murch  
Spencer Davis  
Steve Beamer

**Absent:** James New  
Chase Cookson, Vice Chair  
Mike Ebenroth, Chair

**Council & Staff Present:**

Austin Greer, Assistant City Manager | Community Development Director  
Angie Daugherty, Admin. Assistant  
Jean B. Moore, Mayor  
Alan Napoli, Building Official | Community Development Administrator

**Item 2 on the Agenda: Pledge of Allegiance.**

Secretary Ms. Lowe led the group in reciting the Pledge of Allegiance to the United States of America.

**Item 3 on the Agenda: Approval of the October 2<sup>nd</sup>, 2023 Minutes.** Secretary Ms. Lowe asked if there was a motion to approve the minutes from the October 2<sup>nd</sup> meeting.

**Mr. Beamer moved to approve the minutes; Mr. Turnage seconded. The minutes were approved, 9-0.**

**Item 4 on the Agenda: Consideration:** On a Re-Plat for 6889 N. Oak Trafficway (Northland Innovation Campus) – Lots 1, 2 & 3.

Applicant: Douglas Stone, Lewis Rice LLC

Owner: KCP Fee Owner 4, LLC.

*City Council consideration for this project is scheduled for Monday, November 13, 2023.*

Mr. Greer read from the staff report:

Currently, this development has a parking lease that terminates on December 31, 2039. Once the parking lease terminates, the office lot will have no dedicated parking. This re-plat of the office lot and parking lot will help address this future issue for the property owners.

Douglas Stone, who is the applicant and legal counsel for this project, will be present at the Planning Commission and City Council meetings to answer questions on behalf of the property owners.

Recommended conditions include editing the final plat to reflect the current Mayor of the City of Gladstone.

City Staff recommends that the request be approved.

Mr. Stone is the applicant of this re-plat. He stated that this property is one lot with an office building and one lot for the parking and undeveloped land. The plan is to make the building and parking lot one parcel, and the city would retain the undeveloped land, which appears to be primarily drainage.

Mr. Markenson asked about the history of the building and whether or not the city financed and built the facility.

Mr. Greer stated that the property currently has a Chapter 100 Bond incentive package but the project was financed and built privately.

Mr. Markenson asked if the building is now owned privately.

Mr. Greer stated that on paper, technically, the City of Gladstone owns the project, but it is truly owned privately.

Mr. Markenson asked who owns the parking lot.

Mr. Greer stated the private developers truly own it, but technically on paper, the City does.

Mr. Markenson asked if this is a re-plat to add more parking.

Mr. Greer stated no, this is not a re-plat to add more parking. There is a timing discrepancy from when the parking lease agreement and the Chapter 100 Bond ends. This re-plat, paired with amending the Chapter 100 Bond at an upcoming City Council meeting will couple both agreements together ending the discrepancy for the private owners.

Mr. Stone stated that Mr. Greer is right, the city did not finance the project. In the Chapter 100 Bond process, the city issues bonds that the private developers buy then they pay rent equal to the bond payment. They still have to go to a bank and secure money to build the project. When Mr. Greer says the City owns the office building and they own the parking lot, technically the city owns the office building and leases it to them. The city technically owns the entire area. What they are doing is they have a lease for the parking lot, but because the parking surface and the green space are all one lot, they don't need the green space. The city would like to keep that green space. When the Chapter 100 Bond ends, the property becomes the private owner's property, but the

parking lot needs to be owned by them too. The only way they can get the surface lot and not get the green space is to break that into two lots by re-platting the property.

Ms. Middleton asked that the green space reverts back to the city.

Mr. Stone stated that the city technically owns it now, and will continue to own it into the future.

**MOTION: By Mr. Beamer, second by Ms. Markenson to approve a Re-Plat for Northland Innovation Campus – Lots 1, 2 & 3. Address 6889 N. Oak Trafficway.**

<b>Vote: Mr. Murch</b>	<b>Yes</b>
<b>Mr. Markenson</b>	<b>Yes</b>
<b>Mr. Turnage</b>	<b>Yes</b>
<b>Ms. Middleton</b>	<b>Yes</b>
<b>Mr. Beamer</b>	<b>Yes</b>
<b>Ms. McGee</b>	<b>Yes</b>
<b>Mr. Davis</b>	<b>Yes</b>
<b>Ms. Lowe</b>	<b>Yes</b>
<b>Mr. Nave</b>	<b>Yes</b>

**The motion carried. (9-0)**

**Item 5 on the Agenda: Communications from the City Council**

Mayor Jean Moore stated that she has no comments tonight.

**Item 6 on the Agenda: Communications from the City Staff**

Mr. Greer stated that Mr. New resigned from the Planning Commission this past week and that we have Board and Commission interviews coming up in November if you all know anyone who would like to serve. We have posted openings in the Dispatch, social media, website and other avenues as well. You all are invited to the Police Headquarters ribbon cutting ceremony on Friday, November 17<sup>th</sup> at 10 a.m. Also, thank you to Ms. Lowe for stepping up tonight and leading this meeting.

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

Mr. Turnage stated this Friday the 20<sup>th</sup> is Friday Fright Night at Oak Grove Park.

Mr. Markenson stated that he will be sending Ms. Daugherty some information that she will forward to the commissioners regarding a speaker at the Kansas City Library. He will be speaking on the topic of city planning and zoning.

**Item 8 on the Agenda: Adjournment**

Secretary Ms. Lowe adjourned the meeting at 7:13 pm.



Respectfully submitted:

\_\_\_\_\_  
Mike Ebenroth, Chair

Approved as submitted \_\_\_\_\_

\_\_\_\_\_  
Angie Daugherty, Recording Secretary

Approved as corrected \_\_\_\_\_

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE NORTHLAND INNOVATION CAMPUS – LOTS 1, 2 & 3 AND DIRECTING THE APPROPRIATE OFFICIALS TO AFFIX THEIR SIGNATURES TO SAID PLAT FOR RECORDING; AND APPROVING THE FORM AND EXECUTION OF A FIRST AMENDMENT TO THE PARKING LEASE IN CONNECTION WITH THE APPROVAL OF THE FINAL PLAT.**

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

**SECTION 1. ACCEPTANCE.** It appearing to the Council of the City of Gladstone, Missouri, from the Plat filed and exhibited to them that all parties having any right, title, or interest in or to said property described more particularly in the attached Exhibit “A”, having signed said Plat, and it is in the best interests of the City of Gladstone to approve and accept the same; it is hereby ordained by the Council of the City of Gladstone, that the Final Plat described in the attached Exhibit “A” as “Northland Innovation Campus – Lots 1, 2, & 3” is hereby accepted.

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

**SECTION 3. LEASE AMENDMENT.** In connection with the Plat approved herein, the City Council does hereby approve, and does authorize the City Manager to sign and the City Clerk to attest, the First Amendment to Parking Lease in substantially the form attached as Exhibit “B” hereto (the “First Amendment”), which First Amendment amends a Parking Lease dated as of June 8, 2015, pertaining to certain of the property subject to the Plat.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF NOVEMBER 2023.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Kris Keller, City Clerk

1st Reading: November 13, 2023

2nd Reading: November 13, 2023

File

## **DRAINAGE EASEMENT AGREEMENT**

**THIS DRAINAGE EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between [\_\_\_\_\_] ("**Grantor**"), and [\_\_\_\_\_] ("**Grantee**").

### **RECITALS:**

**WHEREAS**, Grantor is the fee owner of that certain real property located in Clay County, Missouri and being more particularly described in Exhibit A attached hereto ("**Lot 3**");

**WHEREAS**, Grantee is the fee owner of that certain real property located in Clay County, Missouri and being more particularly described in Exhibit B attached hereto ("**Lot 2**"); and

**WHEREAS**, Grantee desires to obtain, in favor of Lot 2, a perpetual non-exclusive drainage easement over Lot 3 and Grantor is willing to grant such easement, on the terms and conditions set forth herein; and

[**WHEREAS**, the execution and delivery of this Easement was authorized by Ordinance No. \_\_\_\_\_ of the governing body of the City of Gladstone, Missouri adopted on \_\_\_\_\_.] *[remove if not applicable]*

**NOW, THEREFORE**, in consideration of the Recitals stated hereinabove, and the mutual agreements and covenants contained herein, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibits. The recitals set forth above are true and correct and the recitals and each of the exhibits attached hereto are incorporated herein by reference and made part of this Agreement.

2. Grant of Drainage Easement. Grantor does hereby grant and convey to Grantee, its agents, tenants, invitees, successors and assigns, for the benefit of Lot 2, a perpetual non-exclusive easement for (i) the natural drainage and runoff of rainwater and surface water from Lot 2 or any portion thereof, on, over, across, under and through Lot 3, and (ii) the use of any existing storm water drainage facilities, including without limitation, swales, ditches, lines, and pipes, within Lot 3 (collectively, the "**Drainage Easement**").

3. Non-Interference; Compliance with Laws. Grantor shall at all times permit the natural drainage and runoff of rainwater and surface water from Lot 2 onto Lot 3 and not install or place, or permit to be installed or placed, any obstruction on Lot 3 that could reasonably be anticipated to interfere with the free drainage and flow of rainwater and surface water from Lot 2 onto Lot 3. Grantee and its agents, tenants, invitees, successors and assigns, shall at all times in the use of the Drainage Easement comply with all applicable laws, ordinances, codes, statutes, and governmental rules and regulations.

4. Covenants Running With The Land. It is intended that the terms, conditions, covenants, reservations, easements, rights, obligations and burdens set forth in this Agreement shall run with the title to Lot 2 and Lot 3. Accordingly, this Agreement shall be binding upon and inure to the benefit of the fee owners from time to time of Lot 2 and Lot 3. The Drainage Easement granted herein is subject to all matters of record.

5. Miscellaneous

a. Reservation. Grantor hereby reserves all rights of ownership in and to Lot 3 that are not inconsistent with the Drainage Easement, including, without limitation, the right to grant further easements on, over and/or across Lot 3, and the right to use Lot 3 for all uses not interfering or inconsistent with the Drainage Easement.

b. Governing Laws; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. Venue for any action involving this Agreement shall lie only in Clay County, Missouri.

c. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

d. No Merger. Notwithstanding that fee simple title to any portion of Lot 2 and Lot 3 may now or hereafter be owned by the same individual or entity, the easements, rights, obligations, restrictions and other terms of this Agreement shall not be deemed to be extinguished by merger or otherwise and the same shall be perpetual and shall not be extinguished, except by an instrument expressly declaring such merger duly executed by the then owners of Lot 2 and Lot 3 and recorded among the Real Property Records of Clay County, Missouri.

e. Construction. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

f. Recordation of Agreement. This Agreement shall be recorded in the Official Records of Clay County, Missouri.

g. Waiver. Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter.

h. Authority. By their execution hereof, each person executing this Agreement hereby warrants that they have full power and authority to bind the entity for which he or she purports to act hereunder.

i. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

j. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no other agreements, representations or warranties other than as set forth herein with respect to the subject matter hereof. This Agreement may not be changed, altered or modified except by an instrument in writing signed by Grantor and Grantee, or their respective successors and assigns in title.



k. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the parcels. No easements, other than those expressly granted herein, shall be implied by this Agreement.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

**GRANTOR:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of [\_\_\_\_], as the free act and deed of said entity.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

Printed name: \_\_\_\_\_

[Signatures Continue on Following Page]

**GRANTEE:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of [\_\_\_\_\_], as the free act and deed of said  
entity.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Printed name: \_\_\_\_\_

**FIRST AMENDMENT TO PARKING LEASE**

**Date of Document:** \_\_\_\_\_, 2023

Grantor/Landlord: City of Gladstone, Missouri  
Mailing Address: 7010 North Holmes  
Gladstone, Missouri 64118  
Attention: City Manager

Grantee/Tenant: KCP Fee Owner 4, LLC  
Mailing Address: c/o Kawa Capital Partners LLC  
1010 S. Federal Hwy, Suite 2900  
Hallandale Beach, FL 33009  
Attention: Legal

Reference Book & Page: Book 7519, Page 10 (Instrument No. 2015019750)  
Book 7519, Page 11 (Instrument No. 2015019751)  
Book 8322, Page 171 (Instrument No. 2018037671)  
Book 8322, Page 172 (Instrument No. 2018037672)

Legal Description: See **Exhibit A**, **Exhibit B**, and **Exhibit C**



**NOTICE TO ANY ASSIGNEE OF THE LANDLORD'S OR TENANT'S INTEREST UNDER THE CHAPTER 100 LEASE AS MEMORIALIZED OF RECORD BY THE MEMORANDUM OF CHAPTER 100 LEASE, (X) THE LANDLORD'S INTEREST UNDER THE CHAPTER 100 LEASE MAY NOT BE ASSIGNED SEPARATE AND APART FROM THE FEE INTEREST IN THE LAND AND THE LANDLORD'S INTEREST IN THE PARKING LEASE, AND (Y) THE LEASEHOLD INTEREST UNDER THE CHAPTER 100 LEASE MAY NOT BE ASSIGNED SEPARATE AND APART FROM THE LEASEHOLD INTEREST IN THE PARKING LEASE. SEE SECTION 2(H) OF THIS FIRST AMENDMENT.**

**FIRST AMENDMENT TO PARKING LEASE**

**THIS FIRST AMENDMENT TO PARKING LEASE** (this "First Amendment") is made and entered into as of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the **CITY OF GLADSTONE, MISSOURI**, a third class city organized and existing under the laws of the State of Missouri ("Landlord" or "City"), and **KCP FEE OWNER 4, LLC** a Delaware limited liability company ("Tenant").

WITNESSETH:

1. Landlord, as landlord, and Gladstone Cap LLC, a Delaware limited liability company ("Original Tenant"), as tenant, entered into that certain Lease Agreement dated June 1, 2015 (the "Chapter 100 Lease"), as memorialized of record by that certain Memorandum of Lease Agreement dated June 1, 2015 and recorded in the Recorder's Office of Clay County, Missouri (the "Official Records") as Instrument No. 2015019750 at Book 7519, Page 10 (the "Memorandum of Chapter 100 Lease"). Pursuant to the Chapter 100 Lease, Landlord leased to Original Tenant certain property referred to in the Chapter 100 Lease as the "Project Site" and in the Parking Lease (as defined below) as the "Phase I Property".
2. Landlord, as landlord, and Original Tenant, as tenant, also entered into that certain Parking Lease dated June 18, 2015 (the "Parking Lease"), as memorialized of record by that certain Memorandum of Lease Agreement (Parking Lease) dated as of June 18, 2015 and recorded in the Official Records as Instrument No. 2015019751 at Book 7519, Page 11 (the "Memorandum of Parking Lease"). Pursuant to the Parking Lease, Landlord leased to Original Tenant the Premises (as defined in the Parking Lease).
3. Pursuant to the terms and conditions of that certain Transfer, Assignment and Assumption agreement dated and effective as of November 20, 2018 by and among Original Tenant, Tenant, Landlord, and certain other parties thereto, (i) Original Tenant assigned all of its right, title and interest in and to the Chapter 100 Lease and Parking Lease to Tenant, (ii) Tenant accepted all of the obligations of Original Tenant under the Chapter 100 Lease and Parking Lease arising on or after the effective date thereof, and (iii) Landlord consented to such assignment and assumption, subject to the terms and conditions thereof.
4. The foregoing assignments and assumptions of the Chapter 100 Lease and Parking Lease by Original Tenant to Tenant were memorialized of record, respectively, by that certain Memorandum of Assignment and Assumption of Leasehold Estate dated as of November 20, 2018, by and between Original Tenant and Tenant, recorded in the Official Records as Instrument No. 2018037671 at Book 8322, Page 171, and by that certain Memorandum of Assignment and Assumption of Leasehold Estate (Parking Lease) dated as of November 20, 2018, by and between

Original Tenant and Tenant, recorded in the Official Records as Instrument No. 2018037672 at Book 8322, Page 172.

5. Landlord and Tenant wish to amend the Parking Lease to provide for (i) the release of a portion of the parcel of land constituting the "Land" under the Parking Lease from the Parking Lease, and (ii) the mechanism to convey the remainder of the Land under the Parking Lease to Tenant or its successors upon the occurrence of certain circumstances as provided herein.

**NOW, THEREFORE, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:**

Section 1. Definitions. Capitalized terms not otherwise defined in this First Amendment shall have the meaning set forth in the Parking Lease or the Chapter 100 Lease, as applicable.

Section 2. Amendment of the Parking Lease. The Parking Lease is hereby amended as follows:

- (a) Section 2.2 of the Parking Lease is hereby amended in its entirety to read as follows:

"Section 2.2 Term. Tenant will be deemed to accept the Premises as of the Commencement Date. Unless sooner terminated as provided herein, the Term shall commence on the Commencement Date (i.e., June 19, 2015) and thereafter shall be coterminous with the Chapter 100 Lease."

- (b) Section 2.4 of the Parking Lease is hereby deleted.

- (c) The notice information contained in Section 18.1 of the Parking Lease is hereby amended to read as follows:

"If to Landlord:	City of Gladstone, Missouri 7010 North Holmes Gladstone, Missouri 64118 Attention: City Manager
With a copy to:	City of Gladstone, Missouri 7010 North Holmes Gladstone, Missouri 64118 Attention: City Attorney
With a copy to:	Armstrong Teasdale LLP 2345 Grand Boulevard, Suite 1500 Kansas City, Missouri 64108 Attention: Rick McConnell
If to Tenant:	KCP Fee Owner 4, LLC c/o Kawa Capital Partners LLC 1010 S. Federal Hwy, Suite 2900 Hallandale Beach, FL 33009
With a copy to:	Greenberg Traurig, P.A. 333 S.E. 2 <sup>nd</sup> Avenue Miami, Florida 33131 Attention: Michael Larson"

- (d) Exhibit A to the Parking Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto. From and after the Effective Date, the parcel of land constituting the "Land" set forth in Article 1 of the Parking Lease shall mean and refer to that parcel of land legally described in Exhibit A attached to this First Amendment.
- (e) Exhibit B to this First Amendment contains a legal description of real property no longer subject to the Parking Lease (herein, the "Released Area"). Landlord and Tenant hereby agree that, as of the Effective Date, the Parking Lease and Memorandum of Parking Lease are terminated as to the Released Area, that Tenant has no rights, leasehold or otherwise in the Released Area, and that fee ownership of the Released Area is solely in Landlord free of any claim of Tenant. From and after the Effective Date, Landlord and Tenant shall not have any further obligations under the Parking Lease as to the Released Area but upon request by Landlord, Tenant will promptly deliver any recordable release or other instrument reasonably requested by Landlord to confirm termination of the Parking Lease and Memorandum of Parking Lease as to the Released Area.
- (f) Exhibit C to the Parking Lease is hereby deleted in its entirety and replaced with Exhibit C attached hereto. From and after the Effective Date, all references to the Phase I Property shall mean and refer to the real property described on Exhibit C.
- (g) Option or Obligation to Purchase. Upon the termination of the Chapter 100 Lease, if Tenant has exercised its option to purchase the Project (as defined in the Chapter 100 Lease) and satisfied all conditions contained in Section 11 of the Chapter 100 Lease for the purchase of the Project thereunder, or Tenant is obligated to purchase the Project pursuant to Section 11.4 of the Chapter 100 Lease (the "Put Call"), the special warranty deed to be delivered from Landlord to Tenant described in Section 11.2 of the Chapter 100 Lease shall convey both the Project and the Land under the Parking Lease to Tenant for no consideration from Tenant other than the purchase price required to be paid under the Chapter 100 Lease. In the event such option is not exercised and/or conditions to the exercise thereof have not been satisfied, and/or Tenant has not become obligated to purchase the Project, the Parking Lease will terminate at the end of the Term.
- (h) Drainage Easement. In connection with the earliest to occur of (i) Tenant's exercise of its option to purchase or the Landlord's exercise of its Put Call described in Section 2(g) of this First Amendment or (ii) any sale or transfer of the Land or the Released Area by Landlord such that after giving effect to such transaction(s) the fee interest in the Land and the fee interest in the Released Area are no longer owned by the same owner, Landlord and Tenant acknowledge and agree that the drainage easement in the form attached hereto as Exhibit D (the "Drainage Easement") shall be recorded in the Official Records and Landlord and Tenant will cooperate with each other to cause the fee owner of the Released Parcel, as grantor, and the fee owner of the Land, as grantee, after giving effect to the applicable transaction, to execute, acknowledge, deliver and record the Drainage Easement as part of any such transaction. The Drainage Easement is not being recorded in connection with this First Amendment because the dominant and servient estates under the Drainage Easement are currently owned by Landlord.
- (i) Ownership of Phase I Property and the Land. It is the intention of the parties hereto that the landlord's interest under the Chapter 100 Lease and the Parking Lease shall be vested in Landlord and its successors in title to the Phase I Property and the Land and, similarly, the leasehold interest under the Chapter 100 Lease and the Land under the Parking Lease shall be

vested in Tenant and its successors in interest under the Chapter 100 Lease and the Parking Lease. Accordingly, in the event (i) that the ownership of the fee interest in the Phase I Property and the Landlord's interest in the Chapter 100 Lease is conveyed and assigned by Landlord during the term thereof from time to time, this Parking Lease shall be deemed assigned to the transferee of the Phase I Property and the assignee of the Chapter 100 Lease, and any transferee of the Phase I Property and assignee of the Chapter 100 Lease shall be deemed to have taken assignment of the Parking Lease and assumed the obligations of Landlord thereunder from and after the date of such assignment, and (ii) that the leasehold interest in the Chapter 100 Lease is assigned by Tenant during the term thereof from time to time, this Parking Lease shall be deemed assigned to the assignee of the Chapter 100 Lease, and any assignee of the Chapter 100 Lease shall be deemed to have taken assignment of the Parking Lease and assumed the obligations of Tenant under the Parking Lease from and after the date of such assignment. For clarity, Landlord and Tenant acknowledge and agree that (x) the fee interest in the Phase I Property and the landlord's interest under the Chapter 100 Lease may not be assigned separate and apart from the fee interest in the Land and the Landlord's interest the Parking Lease, and (y) the leasehold interest under the Chapter 100 Lease may not be assigned separate and apart from the leasehold interest the Parking Lease. This paragraph shall constitute pre-approval of the Landlord to the assignment of the Parking Lease to any assignee of the Chapter 100 Lease.

Section 3. Governing Law. This First Amendment shall be governed by and construed in accordance with the Constitution and laws of the State of Missouri applicable to contracts made and performed in the State of Missouri.

Section 4. Execution in Several Counterparts. This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties hereto shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 5. Severability. If any provision in this First Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. Reaffirmation of Representations and Warranties. The Landlord and the Tenant hereby reaffirm, as of the date hereof, their respective representations and warranties, if any, contained in the Parking Lease.

Section 8. Ratification of Parking Lease; Effect on Memorandum of Parking Lease. Except as otherwise provided in this First Amendment, the provisions of the Parking Lease are hereby ratified, approved, and confirmed and incorporated herein. In the event of any conflict between the terms of the Parking Lease and this First Amendment, the terms of this First Amendment shall prevail. Use of the term "Parking Lease" or "Lease" in the Parking Lease shall mean the Parking Lease as supplemented and amended by the First Amendment. In the event of any conflict between the terms of the Memorandum of Parking Lease and this First Amendment, the terms of this First Amendment shall prevail, and Landlord and Tenant intend that this First Amendment shall work as a modification of the Memorandum of Parking



Lease to be consistent with the terms of this First Amendment, including that, from and after the Effective Date, the "Leased Premises" described in the Memorandum of Parking Lease shall be the Land described on **Exhibit A** attached hereto.

Section 9. Authority. Each of the Landlord and the Tenant covenant that it is duly authorized under the laws of the State to execute and deliver this First Amendment, and that all action on each of their respective parts for the execution and delivery of this First Amendment has been duly and effectively taken.

Section 10. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Tenant certifies it is not currently engaged in and shall not, for the Term of Parking Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lease, effective as of the day and year first above written.

**CITY OF GLADSTONE, MISSOURI**

By: \_\_\_\_\_  
Name: Bob Baer  
Title: City Manager

ATTEST

\_\_\_\_\_  
Kris Keller, City Clerk

**ACKNOWLEDGMENT**

STATE OF MISSOURI     )  
                                  ) SS.  
COUNTY OF CLAY     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public, appeared **Bob Baer** and **Kris Keller**, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk, respectively, of the **CITY OF GLADSTONE, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Notary Public in and for said State

[SEAL]

My commission expires: \_\_\_\_\_

**KCP FEE OWNER 4, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of **KCP FEE OWNER 4, LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members or managers, as applicable, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Notary Public in and for said State

[SEAL]

My commission expires: \_\_\_\_\_

EXHIBIT A

Lot 3 Legal Description



EXHIBIT B

Lot 2 Legal Description

## **EXHIBIT A**

### Legal Description of Land

Lot 2 of the REPLAT OF NORTHLAND INNOVATION CAMPUS-LOTS 1, 2 & 3, a subdivision in the City of Gladstone, Clay County, Missouri, recorded on or about the date hereof in the Recorder's Office of Clay County, Missouri.

## **EXHIBIT B**

### **Legal Description of Released Property**

Lot 3 of the REPLAT OF NORTHLAND INNOVATION CAMPUS-LOTS 1, 2 & 3, a subdivision in the City of Gladstone, Clay County, Missouri, recorded on or about the date hereof in the Recorder's Office of Clay County, Missouri.

## **EXHIBIT C**

### **Legal Description of Phase I Property**

Lot 1 of the REPLAT OF NORTHLAND INNOVATION CAMPUS LOTS 1, 2 & 3, a subdivision in the City of Gladstone, Clay County, Missouri, recorded on or about the date hereof in the Recorder's Office of Clay County, Missouri.

**EXHIBIT D**

Form of Drainage Easement

(See Attached)



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(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: DRAINAGE EASEMENT AGREEMENT

DATE OF DOCUMENT: \_\_\_\_\_, 20\_\_

GRANTOR: [\_\_\_\_\_]

GRANTEE: [\_\_\_\_\_]

GRANTEE'S MAILING ADDRESS: [\_\_\_\_\_]

RETURN DOCUMENTS TO: [\_\_\_\_\_]

LEGAL DESCRIPTION: See **Exhibits A and B**



## ***Request for Council Action***

RES ☐ # City Clerk Only

BILL ☒ # 23-37

ORD ☒ # 4.656

Date: 11/3/23

Department: General Administration

Meeting Date Requested: 11/13/2023

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

Subject: Public Service Agreement between the City of Gladstone and the Gladstone Economic Betterment Council (GEBC).

Background: Staff is recommending that the current Public Service Agreement dated August 19, 2016 adopted by Ordinance 4.358 be amended. The attached agreement includes an increase to the amount that can be funded for program activities through GEBC as well as an update to the list of GEBC programs (Exhibit A).

Budget Discussion: N/A

Public/Board/Staff Input: N/A

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

Bob Baer  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager

**AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF GLADSTONE, MISSOURI AND THE GLADSTONE ECONOMIC BETTERMENT COUNCIL AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

**WHEREAS**, Section 70.220, RSMo, provides that any city may contract with any private person, firm, association, or corporation for the planning, development, or operation of a common service; and

**WHEREAS**, Section 70.230, RSMo, authorizes a city to exercise the power conferred by Section 70.220 by ordinance duly enacted; and

**WHEREAS**, the Gladstone Economic Betterment Council (“GEBC”) oversees and provides various services and programs in the City that promote the public health, safety, and general welfare of the City and its citizens; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to utilize the services of GEBC to provide services and programs in the community and desires to enter into a public service agreement with GEBC with regard to the provision of said services and programs.

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

**SECTION 1.** The Mayor is hereby authorized to execute on behalf of the City of Gladstone the Public Service Agreement by and between the City of Gladstone, Missouri and the Gladstone Economic Betterment Council attached hereto as Exhibit A and Exhibit B and incorporated herein by reference.

**SECTION 2.** This Ordinance shall be in full force and effect both from and after its passage and approval by the City Council.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF NOVEMBER 2023.**

---

Jean B. Moore, Mayor

ATTEST:

---

Kris Keller, City Clerk

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF GLADSTONE, MISSOURI AND  
GLADSTONE ECONOMIC BETTERMENT COUNCIL**

This Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Gladstone, Missouri, a municipal corporation (the "City"), and the Gladstone Economic Betterment Council, a Missouri nonprofit corporation ("GEBC").

WHEREAS, municipalities in Missouri are authorized by Section 70.220 RSMo, as amended, to contract and cooperate with any private person, firm, association or corporation for the planning, development, or operation of a common service provided that the subject and purposes of any such contract or cooperative action is within the scope of the powers of such municipality; and

WHEREAS, the City has authority to undertake such actions and provide such services as are necessary to provide for and promote the public health, safety, and general welfare of the City and its citizens; and

WHEREAS, the City desires to provide certain services and programs as outlined in this Agreement that serve and promote the public health, safety, and general welfare; and

WHEREAS, it is in the best interest of the City to utilize the services of GEBC to provide said services and programs in the community and GEBC desires to be engaged to perform said services and programs for the City.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Services and Programs. GEBC shall provide the services and programs identified in Exhibit A attached hereto.
2. Payment. The City shall pay an amount not to exceed One Hundred Thousand Dollars and no cents (\$100,000.00) annually to GEBC for the services noted on Exhibit A as "City Funded" to be performed by GEBC during the term of this Agreement. From time-to-time the City may also elect to fund other or additional services and program activities through GEBC. Prior to the transfer of funds from the City to GEBC for the provision of any services during the term of this Agreement, the City shall first deliver to GEBC a memorandum detailing the specific funding source, funding amount, and allowable uses of the funds for the services to be provided. Upon approval by the Board of Directors of GEBC, funds may be deposited by the City with GEBC and utilized only for the stated purposes. In addition to the payment by the City to GEBC for the services, the City shall provide general administrative staff assistance to GEBC from time-to-time as additional consideration for GEBC providing the services and programs identified in Exhibit A. In lieu of providing administrative duties associated with financial and accounting services to GEBC as a part of the general administrative staff assistance services, the City shall annually pay to GEBC Eight Thousand Dollars and no cents (\$8,000.00) and GEBC shall

utilize said funds to contract with an outside agency for the provision of said services. Payment of said funds by the City to GEBC shall be exempt from the 3% administrative fee associated with GEBC's Administrative Fee Policy.

3. Term of Agreement. The initial term of this Agreement shall commence on the date first written above and shall end on June 30, 2024; provided that this Agreement shall automatically renew beginning on July 1, 2024 and on July 1 of each year thereafter unless either party provides written notice to the other party no later than sixty (60) days prior to said date of its intent to modify or not renew the Agreement for another year.
4. Appropriation of Funds. It is expressly understood by the parties that the City's financial obligations in this Agreement are subject to the annual appropriation by the City Council of funds for the services. In the event of non-appropriation for services outlined in this Agreement, GEBC shall not be obligated to provide said services for the benefit of the City.
5. Transfer of City Funds. At any time during the term of this Agreement, funding for one or more of the specific services and programs identified on Exhibit A may be discontinued by the City upon written notification to the Board of Directors of GEBC. Any remaining City funds provided to GEBC for said services or programs shall thereafter be transferred back to the City by GEBC.
6. Termination. This Agreement may be terminated by either party at any time upon ninety (90) days written notice to the other party. In the event of termination for any reason other than breach of the terms of this contract by the other party, each party shall continue to perform any and all services required under this Agreement until the date of termination and any payments due shall be prorated to the date of termination.
7. Independent Contractor. GEBC is an independent contractor and shall not act as an agent or representative of the City and shall have no authority to bind the City, for any purpose whatsoever; and the employees of one party shall not be deemed employees of the other.
8. Management & Control. GEBC shall have overall management and control and shall coordinate all activities and deliverables under this Agreement, including, but not limited to, the final review, approval and funding of its sponsored activities.
9. Records. GEBC shall maintain records documenting the services provided pursuant to this Agreement, including an itemization of the work performed and an accounting of funds expended. A copy of said records shall be provided to the City by GEBC upon its request.
10. Indemnification. GEBC agrees to indemnify City, its elected and appointed officials and employees against any demand, claim, loss, cost, or damage (including reasonable attorney fees), incurred by the City as a result of any breach of any obligation under this Agreement or attributable to any negligent, willful, wanton or intentional act of GEBC or its officers, agents or employees. Further, GEBC agrees to provide a defense to the City in the event of any such demand, claim, loss, cost, or damage.



11. Compliance with Laws. GEBC shall comply with all applicable state and federal laws and City ordinances in providing the services pursuant to this Agreement.
12. Unauthorized Aliens. Pursuant to Section 285.530(1) RSMo, by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, GEBC hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the services provided pursuant to this Agreement. Furthermore, GEBC affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided pursuant to this Agreement.
13. Entire Agreement; Amendment; Assignment; Governing Law. This Agreement contains the entire agreement and understanding between the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by both parties. Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party. Any action to enforce this Agreement or litigation arising out of this Agreement shall be brought in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement on the date first written above.

GLADSTONE ECONOMIC BETTERMENT    CITY OF GLADSTONE, MISSOURI  
COUNCIL

\_\_\_\_\_  
Amy Harlin, President

\_\_\_\_\_  
Jean Moore, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Matt Fritz, Secretary

\_\_\_\_\_  
Kris Keller, City Clerk

## **Exhibit A**

### **GEBC Programs**

Administration\*  
Amphitheater/Theater in the Park  
Animal Control  
Art Springs  
Atkins-Johnson Farm Museum  
Atkins-Johnson Farm Restoration  
Beautification  
Benches  
Big Shoal Cemetery  
DARE  
Get Kids Connected  
Gladstone Gators  
GNC Minor Home Repair Grants\*  
Hobby Hill Park  
Magazine\*  
Mayor's Christmas Tree  
NAP Beauty  
Neighborhood Signs  
Gladstone Neighbors Helping Neighbors  
Shop with a Cop  
Tree Legacy

\*City Funded programs

Exhibit B

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

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

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

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

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

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

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

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

1. My name is \_\_\_\_\_ and I am currently the \_\_\_\_\_ of the Gladstone Economic Betterment Council (hereinafter "GEBC"), whose business address is 7010 North Holmes, Gladstone, Missouri 64118, and I am authorized to make this Affidavit.

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

3. GEBC is enrolled in and participates in a federal work authorization program with respect to employees working in connection with the Public Service Agreement by and between the City of Gladstone, Missouri and the Gladstone Economic Betterment Council.

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

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Affiant

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Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Notary Public

SEAL



## ***Request for Council Action***

**RES** ☒ # R-23-80

**BILL** ☐ # City Clerk Only

**ORD** ☐ # City Clerk Only

Date: 11/1/2023

Department: Community Development

Meeting Date Requested: 11/13/2023

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

Subject: Resolution Adopting a Mission Statement, Vision Statement, and Goals for 2024

Background: On October 26, 2023, the Mayor, City Council, and Leadership Team met at the Gladstone Community Center to discuss goals related to the coming year. The session was facilitated by Mike Mowery of Strategic Government Resources (SGR).

City Staff provided a variety of presentations on projects proposed for 2024 and the City Council discussed issues of interest facing the community. The attached Resolution and Final Report are the outcome of this planning process and include the updated goals for 2024.

Budget Discussion: N/A

Public/Board/Staff Input: N/A

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

Bob Baer  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager





***Department of General Administration***

***Memorandum RMB23-04***

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

**FROM:** Robert Baer, City Manager

**DATE:** November 1, 2023

**SUBJECT:** 2024 City Council Goals

The annual City Council goal setting session was held on October 26, 2023 at the Gladstone Community Center. During the session, facilitated by Mike Mowery and Andy Duke of Strategic Government Resources (SGR), the Mayor and City Council reviewed the progress made on the 2023 Goals and heard a variety of presentations by staff regarding proposed projects for 2024.

This session led to the City Council reaching consensus on ten (10) Goals for 2024, which are contained in the attached Resolution and Final Report from SGR.

If you have any questions or desire additional information, please feel free to contact me at your convenience.

Encl



## **City of Gladstone, Missouri Council Retreat Final Report**

The City Council of Gladstone, MO held a goal-setting retreat on October 26, 2023. The retreat was facilitated by Strategic Government Resources. The Mayor and all Council Members were in attendance, as well as the City Manager and department Directors. Below are the ten (10) goals the Council set for 2024.

1. Keep Gladstone as a safe place with a focus on crime prevention, traffic enforcement, and the recruitment and retention of high-quality police officers, firefighters, and EMS personnel.
2. Focus resources on water treatment and distribution improvement plans.
3. Continue commitment to downtown, commercial corridors and under-developed areas through effective and innovative infrastructure and redevelopment strategies.
4. Provide the resources and support the strategies to continue to improve residential and commercial code enforcement.
5. Finalize plans to build an event facility to replace the existing barn on AJ Farm to provide long-term programming opportunities.
6. Prioritize infrastructure for neighborhood revitalization to meet the needs of our residents and encourage quality residential density and homeowner investment to preserve and increase housing values.
7. Promote initiatives to beautify Gladstone by encouraging civic engagement and community pride.
8. Promote diversity, equity, and inclusion in all that we do to continue to be a welcoming city to everyone.
9. Develop and implement communication strategies to better inform and engage our residents.
10. Initiate plans and build partnerships to develop Flora Park as an all-inclusive recreational space.

## **RESOLUTION R-23-80**

### **A RESOLUTION ADOPTING A MISSION STATEMENT, VISION STATEMENT, AND GOALS FOR THE CITY OF GLADSTONE, MISSOURI, FOR 2024.**

**WHEREAS**, the Council of the City of Gladstone believes that developing and implementing goals is a critical component in successfully managing the municipal resources entrusted to them; and

**WHEREAS**, the Council of the City of Gladstone recognizes that clearly articulated goals provide a valuable communication tool between a City government and its constituents; and

**WHEREAS**, the Council of the City of Gladstone is committed to implementing policies and allocating resources to promote these goals.

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

**THAT**, the following Mission Statement, Vision Statement, and Goals are adopted for the City of Gladstone, Missouri:

#### **MISSION STATEMENT**

**“The City Council, Boards, Commissions, and City Staff are inspired and invested to enhance Gladstone’s quality of life and sense of community through innovative and effective leadership and inclusive citizen engagement.”**

#### **GLADSTONE VISION**

- Invested in becoming an even more welcoming and inclusive community.
- A vibrant commercial center with revitalized corridors at North Oak and Antioch Road and an innovative financial strategy that encourages economic development.
- A diverse quality housing stock that encourages community investment, provides opportunities to age in place, and becomes a destination to raise families.
- Innovative transportation alternatives that promote mobility in the community and the region.
- Stature and reputation of Gladstone strengthened and maintained. Gladstone is a recognized leader and provides innovative contribution to regional issues.
- A continued strong and innovative partnership with schools and other entities that help us ensure a high quality of life.
- An inspiring sense of place with a clear identity including an emphasis on arts and culture. You know you are in Gladstone.

## **RESOLUTION R-23-80**

- A strong commitment to public safety and City infrastructure investment.
- An inspired, innovative, and invested City staff.
- Cooperative relationships with citizens highlighted by inclusive citizen engagement and participation.

Based on the Mission and Vision, the City Council establishes the following Goals:

### **2024 CITY COUNCIL GOALS**

1. Keep Gladstone as a safe place with a focus on crime prevention, traffic enforcement, and the recruitment and retention of high-quality police officers, firefighters and EMS personnel.
2. Focus resources on water treatment and distribution improvement plans.
3. Continue commitment to downtown, commercial corridors, and under-developed areas through effective and innovative infrastructure and redevelopment strategies.
4. Provide the resources and support the strategies to continue to improve residential and commercial code enforcement.
5. Finalize plans to build an event facility to replace the existing barn on the Atkins-Johnson Farm to provide long-term programming opportunities.
6. Prioritize infrastructure for neighborhood revitalization to meet the needs of our residents and encourage quality residential density and homeowner investment to preserve and increase housing values.
7. Promote initiatives to beautify Gladstone by encouraging civic engagement and community pride.
8. Promote diversity, equity, and inclusion in all that we do to continue to be a welcoming city to everyone.
9. Develop and implement communication strategies to better inform and engage our residents.
10. Initiate plans and build partnerships to develop Flora Park as an all-inclusive recreational space.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF NOVEMBER 2023.**

---

Jean B. Moore, Mayor

ATTEST:

---

Kris Keller, City Clerk