CITY COUNCIL MEETING
7010 NORTH HOLMES
GLADSTONE, MISSOURI
OCTOBER 26, 2026

OPEN STUDY SESSION 7:00 PM

1. **City Website Update:** Nikki Lansford, Communications Specialist, will provide a preview of the redesigned website, highlighting its appearance, navigation, and key features ahead of the anticipated launch.

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 12, 2026, Regular City Council Meeting Minutes.**
6. **OATH OF OFFICE: Kirt Yoder, Police Chief**
7. **Communications from the Audience:** *Members of the public are invited to speak about any topic not listed on the agenda. While speaking, please state your name and address for the record and limit comments to 5 minutes.*

8. **Communications from the City Council.**

9. **Communications from the City Manager.**

10. **CONSENT AGENDA**

RESOLUTION R-26-60, A Resolution authorizing the City manager to amend the Contract with EverReady Services, LLC for holiday lighting in the total amount not to exceed $29,400.00 for FY27.

CONSIDER MONTHLY FINANCIAL UPDATE SEPTEMBER YTD 2026.

REGULAR AGENDA

11. **RESOLUTION R-26-61,** A Resolution authorizing acceptance of work under contract with Metro Asphalt, Incorporated, for the FY26 Mill and Overlay Program, and authorizing Final Payment in the amount of $82,061.83 for Project TP2606.

12. **RESOLUTION R-26-62,** A Resolution authorizing the City Manager to enter into a First Amendment to the Sublease Agreement with Dentistry for Children, V. Rodman, Jr., D.D.S, M.S., L. Pollina, D.D.S., PA., A Missouri Corporation.

13. **Other Business.**

14. **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

Posted at 12:30 pm
10/22/2026
816-423-4096

Department of General Administration
Memorandum

DATE: October 20, 2026

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

FROM: Nikki Lansford, Communications Specialist

SUBJECT: City Website Redesign

The City's website redesign project is nearing completion, with preparations underway for the transition to the new site. Since the project was introduced to City Council in January, staff has worked closely with Revize to develop a more modern, user-friendly website that better serves residents, businesses, and visitors.

With the overall design and structure now in place, efforts have shifted toward reviewing and updating content throughout the site. Department heads have been given access to their respective pages to identify outdated information, make necessary revisions, and ensure important resources are easy to locate.

Another major component of the redesign is the incorporation of updated photography and video showcasing Gladstone. A local photographer has been capturing images of City facilities, parks, and other recognizable locations to give the website a more personalized look and better represent the community.

Over the coming weeks, staff will continue refining content, incorporating the new photography, and working with Revize to complete final testing and preparations for launch. The City anticipates launching the redesigned website later this year.

During the October 26th Study Session, staff will provide City Council with a preview of the redesigned website, highlighting its updated appearance, navigation, and key features ahead of the anticipated launch.

Thank you,

Nikki Lansford

MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, OCTOBER 12, 2026

PRESENT: Mayor Jean Moore
Mayor Pro Tem Spencer Davis
Councilman Les Smith
Councilman Cameron Nave
Councilmember Tina Spallo

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

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

Mayor Moore opened the Regular City Council Meeting on Monday, October 12, 2026 at 7:37 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 requested that all attendees stand and join in the Pledge of Allegiance to the Flag of the United States of America.

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

The Agenda was approved as published.

Item No. 5. On the Agenda. Approval of the September 28, 2026, Closed City Council Meeting Minutes.

Councilman Smith moved to approve the minutes of the September 28, 2026, Closed City Council meeting as presented. **Councilman Nave** seconded The Vote: "aye", Councilman Nave, Councilman Smith, Mayor Pro Tem Davis, and Mayor Moore. "Abstained": Councilmember Spallo (4-0)

Item No. 6. On the Agenda. Approval of the September 28, 2026, Regular City Council Meeting Minutes.

Mayor Pro Tem Davis moved to approve the minutes of the September 28, 2026, Regular City Council meeting as presented. **Councilman Nave** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Mayor Pro Tem Davis, and Mayor Moore. "Abstained": Councilmember Spallo (4-0)

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

Michael Jenkins, 7204 North Woodland Avenue, addressed the Council and praised the Council, Assistant City Manager Austin Greer, and Alan Napoli for the success of Smokefest and the strong sense of community it fostered. He thanked Austin for his hospitality and stated that he plans to return and compete next year.

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

Councilman Nave wished everyone a good weekend and shared that he enjoyed Whiskey Fest, where he saw several familiar faces. He also announced that Pumpkin Saturdays at Big Shoal Farm would continue Saturday, October 17, from 10 a.m. to 4 p.m. Visitors could explore the pumpkin field, purchase pumpkins, and take fall photos. Admission was free, and the event would continue each Saturday while supplies lasted.

Councilman Smith announced that the Shop with a Cop breakfast would be held on Saturday, October 24, from 7:30 to 11:30 a.m. at the Gladstone Elks Lodge. The all-you-can-eat breakfast costs $10 for adults and $5 for children, with tickets available at the door. Raffles and prizes will also be offered, with proceeds benefiting the Gladstone Shop with a Cop program.

Mayor Pro Tem Davis reminded residents that applications for Boards and Commissions were due Friday, October 16, and encouraged interested residents to review available openings and apply through the City's website. He also asked whether the overall barbecue festival winner could be identified for the record; however, the winner's name was not recalled during the meeting.

Mayor Moore welcomed visiting Platte City Mayor Amber Brune and thanked Parks and Recreation staff and volunteers for their hard work on Gladfest and Whiskey Fest. She also highlighted a City Hall visit by Oakhill Day School second graders, a staff health fair, a demonstration of the new self-contained breathing apparatus for Paramedic/Firefighters, and Glad Green Team volunteers' cleanup efforts along Broadway. She then read a retirement proclamation and, on behalf of the City Council, presented it to City Attorney Chris Williams in recognition of his years of dedicated service and invaluable legal counsel to the City. She extended best wishes to him upon his retirement and acknowledged his wife, who was present in the audience.

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

City Manager Baer thanked retiring City Attorney Chris Williams for being a trusted source of advice, reassurance, humor, and friendship. He praised Chris's calm, thoughtful approach and said he had made the City Manager's work easier and more enjoyable. City Manager Baer also recognized Chris's efforts to prepare successors for a smooth transition and wished him a happy retirement.

Item No. 10. On the Agenda. FIRST READING BILL NO. 26-32, An Ordinance authorizing the City Manager to execute an Intergovernmental Agreement between the City of Gladstone and the

Mid-America Regional Council (MARC) Solid Waste Management District for the 2027 Regional Household Hazardous Waste Collection Program in the amount of $31,346.58.

Mayor Pro Tem Davis moved **BILL NO. 26-32** be placed on its First Reading**. Councilman Nave** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Mayor Pro Tem Davis moved to accept the First Reading of **BILL NO. 26-32** waive the Rule and place the Bill on its Second and Final Reading. **Councilman Nave** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Mayor Pro Tem Davis moved to accept the Second and Final Reading of **BILL NO. 26-32** and enact the Bill as **Ordinance 4.749. Councilman Nave** seconded.

Roll Call vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 26-32** stands enacted as **Ordinance Number 4.749**.

Item No. 11. On the Agenda. RESOLUTION R-26-58, A Resolution authorizing acceptance of material under contract with Centric Construction, Incorporated, for the installation of 68' x 96', 1.5 story gable venue kit, and authorizing final payment in the amount of $168,094.71 for Project CP2454.

Councilmember Spallo moved to approve **RESOLUTION R-26-58,** A Resolution authorizing acceptance of material under contract with Centric Construction, Incorporated, for the installation of 68' x 96', 1.5 story gable venue kit, and authorizing final payment in the amount of $168,094.71 for Project CP2454. **Councilman Smith** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

Item No. 12. On the Agenda. RESOLUTION R-26-59, A Resolution authorizing Change Order No. 3 in the amount of $249,276.47 to the contract with David E. Ross Construction Company for the Water Treatment Plant Improvements Project WP2492B.

Councilman Smith moved to approve **RESOLUTION R-26-59,** A Resolution authorizing Change Order No. 3 in the amount of $249,276.47 to the contract with David E. Ross Construction Company for the Water Treatment Plant Improvements Project WP2492B. **Councilmember Spallo** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

Item No. 13. On the Agenda. Other Business.

There was no other business.

Item No. 14. On the Agenda. Adjournment.

Mayor Moore adjourned the October 12, 2026, Regular City Council meeting at 7:58 pm.

Respectfully submitted:

_____
Kris Keller, City Clerk

Approved as presented: _____

Approved as modified: _____

_____
Jean B. Moore, Mayor

Request for Council Action

RES ☒# R-26-60 **BILL ☐# City Clerk Only** **ORD ☐ # City Clerk Only**

Date: 10/20/2026 Department: Public Works

Meeting Date Requested: 10/26/2026

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

Subject: Contract Amendment, Holiday Lighting, EverReady Services, LLC

Background: The contract for holiday lighting was awarded to EverReady Services, LLC as authorized by Resolution R-23-66. The City wishes to extend that contract another year with the option to renew for up to two (2) mutually agreeable one-year terms in the amount of $29,400.

Budget Discussion: Funds are budgeted in the General Fund. Ongoing costs are estimated to be $29,400 annually.

Public/Board/Staff Input: EverReady Services, LLC has been involved with the City's holiday lighting since its inception. Staff recommends approval of this contract amendment.

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

Timothy A. Nebergall Department Director/Administrator	JA City Attorney	BB City Manager

RESOLUTION NO. R-26-60

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH EVERREADY SERVICES, LLC FOR HOLIDAY LIGHTING IN THE TOTAL AMOUNT NOT TO EXCEED $29,400.00 FOR FY27.

WHEREAS, EverReady Services, LLC has been involved in the City's holiday lighting since its inception.

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 amend the contract with EverReady Services, LLC, for holiday lighting in the total amount not to exceed $29,400 for FY27.

THAT, the contract with EverReady Services, LLC, shall have an initial term of one (1) year, with the option to renew for up to two (2) additional one (1) year terms upon mutual agreement of the parties.

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

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF OCTOBER 2026.

_____
Jean B. Moore, Mayor

ATTEST:

_____
Kris Keller, City Clerk

September YTD 2026

Monthly Financial Update

Interim Report, Unaudited

Progress Through People

CITY OF GLADSTONE, MO

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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.

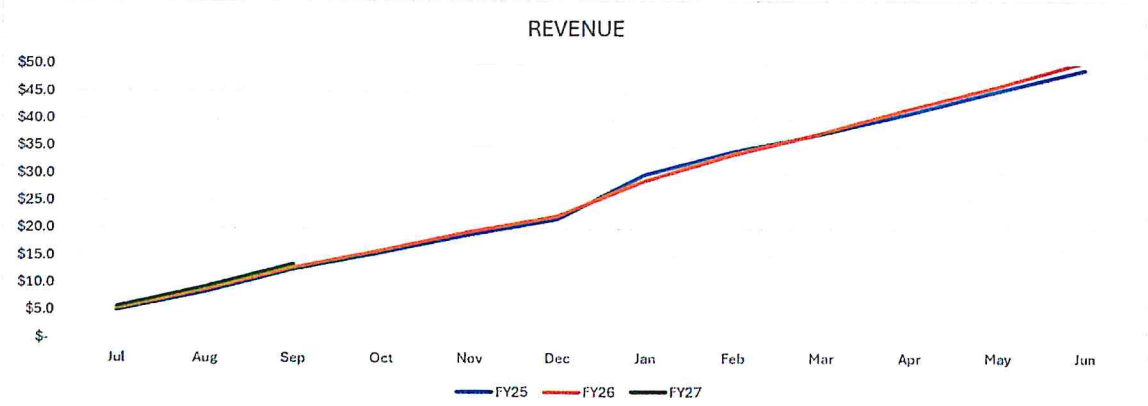


Executive Summary

The attached Monthly Financial Update document provides a high-level overview of the FY27 YTD financial results through the month of September. Please note that we have excluded 'transfers' to eliminate unnecessary noise from the overall financial results.

City Wide: Inflows

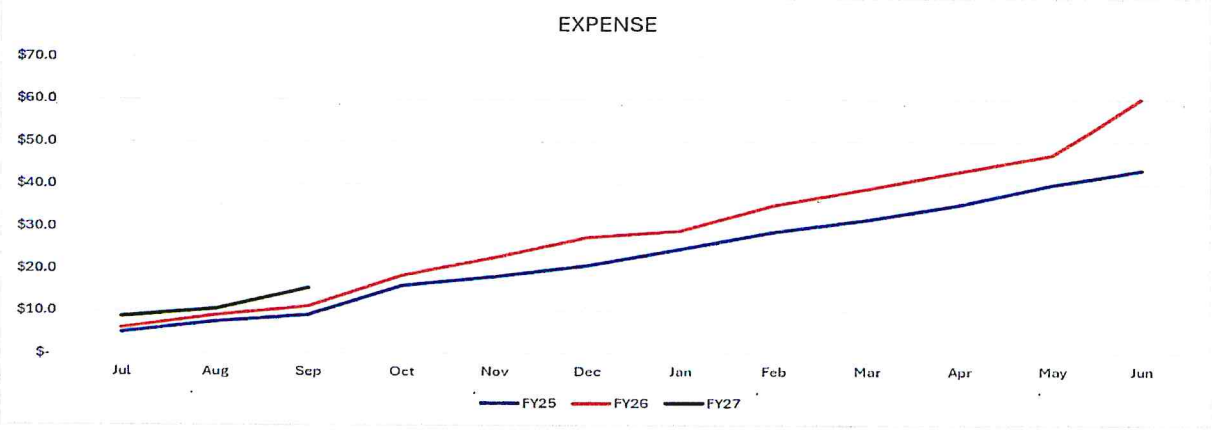
Citywide revenue through the first quarter of the year is pacing equal to forecast at ~25%. The timing of higher revenue in licenses & permits and in charges for services are offset by the timing of receiving property tax, grant, SRD, and NKC natatorium revenues.



Revenue	Actuals	Budget	Variance	%
Taxes	$ 5,408,979	$ 24,221,341	$ (18,812,362)	22.3%
Licenses & Permits	$ 433,514	$ 932,338	$ (498,824)	46.5%
Intergovernmental Revenue	$ 664,112	$ 7,071,850	$ (6,407,738)	9.4%
Charges for Services	$ 6,237,371	$ 19,088,649	$ (12,851,278)	32.7%
Fines & Forfeitures	$ 82,148	$ 331,000	$ (248,852)	24.8%
Misc Revenue	$ 583,666	$ 2,147,161	$ (1,563,495)	27.2%
Transfers	$ -	$ -	$ -	
Total	**$ 13,409,791**	**$ 53,792,339**	**$ (40,382,548)**	24.9%

City Wide: Outflows

Citywide expenses through Q1 are pacing in line with forecast at ~25%. Lower personnel costs driven by open headcount, along with timing of supply purchases and capital expenditures are partially offset by timing if incurring annual insurance premiums.



Resources Available By Category: All

Expenses

Personnel	$ 5,436,891	$ 22,077,532	$ (16,640,641)	24.6%
Supplies	$ 520,979	$ 2,541,829	$ (2,020,850)	20.5%
Services	$ 6,027,320	$ 15,640,920	$ (9,613,600)	38.5%
Capital	$ 2,128,253	$ 14,662,635	$ (12,534,382)	14.5%
Debt	$ 1,267,168	$ 6,882,419	$ (5,615,251)	18.4%
Transfers			$ -	
Total	**$ 15,380,611**	**$ 61,805,335**	**$ (46,424,724)**	24.9%

Items to watch

- Sales Tax performance
- Sewer Commodity Receipts
- The frequency and volume of water main breaks
- The impact of interest rates on investment accounts
- Employee turnover specifically in Police and Public Works

General Fund

Revenue: General Fund

Revenue: Comparison to Current Year Budget

Through the month of September revenue for the General Fund is pacing higher than forecast at 27.7% vs. target of 25.0%. The higher YTD revenue numbers are primarily due to the timing of annual business license receipts, charges for services, and miscellaneous revenue items. The overall favorability is partially offset by the timing of sales and property tax receipts.

Revenue	Actuals	Budget	Variance	%
Taxes	$ 3,461,312	$ 16,842,513	$ (13,381,201)	20.6%
Licenses & Permits	$ 433,514	$ 932,338	$ (498,824)	46.5%
Intergovernmental Revenue	$ 658,650	$ 2,491,006	$ (1,832,356)	26.4%
Charges for Services	$ 2,137,747	$ 3,763,400	$ (1,625,653)	56.8%
Fines & Forfeitures	$ 80,966	$ 331,000	$ (250,034)	24.5%
Misc Revenue	$ 340,157	$ 1,280,903	$ (940,746)	26.6%
Transfers		$ -	$ -	
Total	**$ 7,112,346**	**$ 25,641,160**	**$ (18,528,814)**	27.7%

General Fund

Expenses: General Fund

Expenses: Comparison to Current Year Budget

General Fund expenses through September are at 25.1% of budget vs. forecast of 25.0%. Lower personnel, supplies, services, and capital expenses are contributing to the favorability which is partially offset by the timing of annual insurance premiums and timing of semi-annual debt service payments.

Expenses				
Personnel	$ 4,395,075	$ 17,721,396	$ (13,326,321)	24.8%
Supplies	$ 225,502	$ 1,319,846	$ (1,094,344)	17.1%
Services	$ 1,476,030	$ 4,411,028	$ (2,934,998)	33.5%
Capital	$ 19,957	$ 912,958	$ (893,001)	2.2%
Debt	$ 174,773	$ 729,413	$ (554,640)	24.0%
Transfers		$ -	$ -	
Total	**$ 6,291,338**	**$ 25,094,641**	**$ (18,803,303)**	25.1%



Community Center Parks Tax Fund (CCPT)

Revenue: CCPT

Revenue: Comparison to Current Year Budget

For the current year CCPT revenue is currently pacing below forecast at 21.0% of budget vs. target of 25.0%. This variance is primarily due to the timing of the Natatorium rental payment from North Kansas City School District, along with timing of general membership revenues and banquet room, party room, and pool facility revenues.

Revenue	Actuals	Budget	Variance	%
Taxes	$ 303,552	$ 1,138,003	$ (834,451)	26.7%
Licenses & Permits	$ -	$ -	$ -	0.0%
Intergovernmental Revenue	$ -	$ 525,000	$ (525,000)	0.0%
Charges for Services	$ 440,647	$ 1,853,363	$ (1,412,716)	23.8%
Fines & Forfeitures	$ -	$ -	$ -	0.0%
Misc Revenue	$ 72,028	$ 373,980	$ (301,952)	19.3%
Transfers	$ -	$ -	$ -	
Total	**$ 816,226**	**$ 3,890,346**	**$ (3,074,120)**	21.0%

Community Center Parks Tax Fund (CCPT)

Expenses: CCPT

Expenses: Comparison to Current Year Budget

CCPT expenses for the current year are currently below forecast at 19.9% on a budget of 25.0%. Overall expenses are expected to be more in line with budget once the debt service allocation has been adjusted to reflect a more accurate view of year-to-date results.

Expenses				
Personnel	$ 498,178	$ 1,780,512	$ (1,282,334)	28.0%
Supplies	$ 36,973	$ 181,720	$ (144,747)	20.3%
Services	$ 419,095	$ 1,154,855	$ (735,760)	36.3%
Capital	$ 29,700	$ 37,065	$ (7,365)	80.1%
Debt	$ 19,152	$ 1,877,844	$ (1,858,692)	1.0%
Transfers	$ -	$ -	$ -	
Total	**$ 1,003,099**	**$ 5,031,996**	**$ (4,028,897)**	19.9%



Public Safety Sales Tax Fund (PSST)

Revenue: PSST

Revenue: Comparison to Current Year Budget

PSST revenue is pacing in line with forecast at 24.8% of budget.

Revenue	Actuals	Budget	Variance	%
Taxes	$ 303,548	$ 1,219,829	$ (916,281)	24.9%
Licenses & Permits	$ -	$ -	$ -	0.0%
Intergovernmental Revenue	$ -	$ 3,898	$ (3,898)	0.0%
Charges for Services	$ -	$ -	$ -	0.0%
Fines & Forfeitures	$ -	$ -	$ -	0.0%
Misc Revenue	$ 6,077	$ 22,943	$ (16,866)	26.5%
Transfers			$ -	
Total	**$ 309,625**	**$ 1,246,670**	**$ (937,046)**	24.8%

Public Safety Sales Tax Fund (PSST)

Expenses: PSST

Expenses: Comparison to Current Year Budget

For the current year PSST Fund expenses are well below target at 14.4%. The YTD favorability is due to the timing of incurring forecasted supplies and services expenses.

Expenses				
Personnel	$ 159,993	$ 682,184	$ (522,191)	23.5%
Supplies	$ 3,492	$ 98,547	$ (95,055)	3.5%
Services	$ 17,172	$ 161,038	$ (143,866)	10.7%
Capital	$ -	$ 124,600	$ (124,600)	0.0%
Debt	$ -	$ 186,933	$ (186,933)	0.0%
Transfers	$ -	$ -	$ -	
Total	**$ 180,657**	**$ 1,253,302**	**$ (1,072,645)**	14.4%

Combined Water and Sewer Fund (CWSS)

Revenue: CWSS

Revenue: Comparison to Current Year Budget

CWSS revenue through the month of September is pacing above target at 27.4% of budget. The higher performance YTD is due to the higher sewer & water receipts and timing of miscellaneous revenue.

Revenue	Actuals	Budget	Variance	%
Taxes	$ -	$ -	$ -	0.0%
Licenses & Permits	$ -	$ -	$ -	0.0%
Intergovernmental Revenue	$ -	$ -	$ -	0.0%
Charges for Services	$ 3,658,978	$ 13,471,886	$ (9,812,908)	27.2%
Fines & Forfeitures	$ -	$ -	$ -	0.0%
Misc Revenue	$ 93,241	$ 237,030	$ (143,789)	39.3%
Transfers	$ -	$ -	$ -	
Total	**$ 3,752,219**	**$ 13,708,916**	**$ (9,956,697)**	27.4%

Combined Water and Sewer Fund (CWSS)

Expenses: CWSS

Expenses: Comparison to Current Year Budget

CWSS expenses through September continue to pace higher than forecast at 31.3%. The primarily driver is the timing of incurring the annual insurance premiums and timing of semi-annual COP debt payments which are partially offset by lower personnel, supplies, and capital expenditures.

Expenses				
Personnel	$ 382,799	$ 1,893,440	$ (1,510,641)	20.2%
Supplies	$ 255,012	$ 941,716	$ (686,704)	27.1%
Services	$ 3,808,532	$ 9,547,872	$ (5,739,340)	39.9%
Capital	$ 1,120,973	$ 5,268,012	$ (4,147,039)	21.3%
Debt	$ 357,697	$ 1,286,047	$ (928,350)	27.8%
Transfers	$ -	$ -	$ -	
Total	**$ 5,925,013**	**$ 18,937,087**	**$ (13,012,074)**	31.3%

Notes and Upcoming Items from Finance

- FY27 Annual Budget process: Completed
- FY27 Assessment of Water & Sewer Rates: Completed
- Annual Tax Levy Public Hearing: Completed
- Annual Audit: Underway

Matt Dayton
Director of Finance

Bob Baer
City Manager

Request for Council Action

RES ☒# R-26-61 **BILL ☐# City Clerk Only** **ORD # City Clerk Only**

Date: 10/15/2026 Department: Public Works

Meeting Date Requested: 10/26/2026

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

Subject: Final payment approval, FY26 Mill & Overlay Program, Project TP2606

Background: Work has been completed on the referenced project and the contractor, Metro Asphalt, Inc., has made application for final pay.

Budget Discussion: Funds for this contract were budgeted in the TST Fund.

Original Contract Amount:	$ 1,099,838.40
Change Order(s):	541,398.26
Revised Contract Amount:	$ 1,641,236.66
Amount Paid to Date:	1,559,174.83
Total Amount Due Final Pay:	**$ 82,061.83**

Public/Board/Staff Input: Approximately 17-lane miles of mill and overlay was completed as part of this project.

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

Timothy A. Nebergall	JA	BB
Department Director/Administrator	City Attorney	City Manager

RESOLUTION NO. R-26-61

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH METRO ASPHALT, INCORPORATED, FOR THE FY26 MILL AND OVERLAY PROGRAM, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $82,061.83 FOR PROJECT TP2606.

WHEREAS, work under the contract with Metro Asphalt, Incorporated, for the FY26 Mill and Overlay Program, Project TP2606, has been completed to the satisfaction of the Director of Public Works.

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

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

Original Contract Amount:	$ 1,099,838.40
Change Order(s):	541,398.26
Revised Contract Amount:	$ 1,641,236.66
Amount Paid to Date:	1,559,174.83
Total Amount Due Final Pay:	**$ 82,061.83**

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

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF OCTOBER 2026.

_____
Jean B. Moore, Mayor

ATTEST:

_____
Kris Keller, City Clerk

Request for Council Action

RES ☒# R-26-62 **BILL ☐# City Clerk Only** **ORD ☐# City Clerk Only**

Date: 10/21/2026 Department: General Administration

Meeting Date Requested: 10/26/2026

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

Subject: A Resolution Authorizing the City Manager to enter into a First Amendment to the sublease with DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S., M.S., L. POLLINA, D.D.S., P.C., a Missouri Corporation, at 7001 N. Cherry, Gladstone, Missouri 64118.

Background: City Staff has been in contact with the representatives of DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S., M.S., L. POLLINA, D.D.S., P.C., a Missouri Corporation, regarding negotiating terms for a First sublease Amendment for the 7001 N. Cherry, Gladstone, Missouri 64118. After discussions and review of proposed changes which correct errors related to rent and an indemnification provision made when the sublease was originally agreed upon, the City and DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S., M.S., L. POLLINA, D.D.S., P.C., a Missouri Corporation have reached an agreement to the terms of the First Sublease Amendment.

Budget Discussion: N/A.

Public/Board/Staff Input: Staff Recommends Approval of the Proposed Resolution.

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

Bob Baer Department Director/Administrator	JA City Attorney	BB City Manager

RESOLUTION NO. 26-62

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE SUBLEASE AGREEMENT WITH DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S., M.S., L. POLLINA, D.D.S., P.C., A MISSOURI CORPORATION.

WHEREAS, the City Council for the City of Gladstone, Missouri desires to enter into First Amendment to the sublease with DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S., M.S., L. POLLINA, D.D.S., P.C., a Missouri Corporation.

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 First Amendment to the sublease with DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S., M.S., L. POLLINA, D.D.S., P.C., a Missouri Corporation in substantially the form attached hereto as Exhibit A.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 26TH DAY OF OCTOBER 2026.

_____
Jean B. Moore, Mayor

_____
Kris Keller, City Clerk

Exhibit A

[See Attached]

FIRST AMENDMENT SUBLEASE AGREEMENT

This amendment ("Amendment") is made this 26th day of October 2026, by and between the City of Gladstone, Missouri, (hereinafter the "Sub-Lessee") and DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S., M.S., L. POLLINA, D.D.S., P.C., a Missouri Corporation (hereinafter the "Sub-Lessor").

WITNESSETH:

WHEREAS, the Sub-Lessor and Sub-Lessee entered into a Sublease Agreement (the "Agreement") on August 9, 2012, (attached as "Exhibit A") for certain property located at 7001 N. Cherry, Gladstone, Missouri 64118; and

WHEREAS, the parties desire to amend and supplement the Agreement as further described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sub-Lessor and Sub-Lessee agree as follows:

1. This Amendment is hereby made a part of the Agreement, by and between the parties, modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this Amendment is expressly incorporated and made a part of the Agreement.

2. Rent for Premises A and B1 in years twenty-one (21) through twenty-five (25) of the Original Term shall be the sum of seven thousand five hundred dollars ($7,500) if paid monthly, or ninety thousand dollars ($90,000) if paid annually.

3. Rent for Premises A and B1 for both ten-year (10) Renewal Terms if exercised shall be five thousand dollars ($5,000) if paid monthly, or sixty thousand dollars ($60,000) if paid annually.

4. Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the Sub-Lessee's sovereign immunity. The parties agree that the City is not indemnifying Sub-Lessee for any reason whatsoever.

CITY OF GLADSTONE, MISSOURI

By: _____
Robert M. Baer
Title: City Manager

ATTEST:

_____
Kris Keller, City Clerk

DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S., M.S., L. POLLINA, D.D.S., P.C., a Missouri Corporation:

By: _____

EXHIBIT A

[SEE ATTACHED]

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☐F

LEASE

THIS LEASE is made this 7th day of August, 2012, by and between Pollina Enterprises, LLC, a Missouri limited liability company, (hereinafter "**Lessor**") and Dentistry for Children, V. Rodman, Jr., D.D.S., M.S., L. Pollina, D.D.S., P.C., a Missouri professional corporation (hereinafter "**Lessee**").

1. **Premises.** Lessor leases to Lessee, and Lessee leases from Lessor, the following described premises and all the improvements situated on the premises (hereinafter, in whole or in part, together with all structures, fixtures, and appurtenances, the "**Premises**"):

Certain property located in the City of Gladstone, Clay County, Missouri, which will have a common address of 7001 N. Cherry, Gladstone, Missouri 64118, more particularly described as shown on the attached Exhibit A, together with all easements appurtenant thereto, if any.

The Premises contains approximately 13,700 square feet. Lessor intends to construct a two-story (with additional basement space) office building (the "**Building**") thereon. Lessor will furnish to Lessee a completed structure but Lessee shall be responsible for tenant finishes. The Building contains a total of 17,900 square feet of leasable space. The statement of square footage contained herein is for informational purposes only and does not have any effect upon the Rent which is payable hereunder, which is a fixed Rent and is not based upon square footage.

2. **Rent.** Lessee agrees to pay as rent for the Premises rent ("**Rent**") of _____ and 00/100 Dollars ($_____) per month, payable in advance on the first day of each calendar month during the term of this Lease. Rent for any partial month shall be prorated based upon the number of days in the month. Any Rent payments received by Lessor more than three days late shall bear interest at the rate of eighteen percent (18%) per annum (or the highest legal rate, if that percentage exceeds the highest legal rate). In addition, Lessor shall be entitled to impose upon Lessee a service charge of $100.00 for each Rent payment not received by the fifth day of the month. All Rent and any other payments to be paid by Lessee hereunder shall be paid to Lessor at the following address, or at such other address as Lessor may specify from time to time: 7001 N. Cherry St, Gladstone, MO 64118. Rent payable hereunder shall be paid promptly and in full. Lessee shall not be entitled to make or claim any deductions or set-offs to any Rent payments owing hereunder for any reason whatsoever, unless the same is expressly authorized in this Lease or by a writing signed by Lessor.

3. **Additional Rent.** Lessee shall pay to Lessor as additional rent (the "**Additional Rent**") the operating expenses of the Building. As soon as practical after December 31 of each year, Lessor shall provide Lessee with a statement of actual

Operating Expenses for the preceding calendar year. Lessee shall pay in a lump sum the amount by which Lessee's pro rata share of the actual Excess Operating Expenses for the previous year exceed the estimated Excess Operating Expense payments made by Lessee during the previous year. This payment shall be made in full within ten days of the Lessor's notice to Lessee. If the estimated Excess Operating Expense payments made by Lessee during the previous year exceed 50% of the actual Operating Expenses, Lessor shall credit such excess to the estimated Excess Operating Expense payments due from Lessee for the current calendar year (but the same shall not be a credit toward Base Rent or any other rent due hereunder). If the term of this Lease or any renewal thereof terminates on other than the last day of a calendar year, the Lessee agrees to pay in a lump sum the amount by which Lessee's share of the Excess Operating Expenses for the previous year exceed the estimated Excess Operating Expense payments made by Lessee during the previous year immediately upon determination by Lessor and notification to Lessee. The term "**Operating Expenses**" as used in this Lease is hereby defined to include, but not be limited to, the following:

a) The wages and salaries of all employees engaged in the management, operation, security and maintenance (including janitorial) of the Building and the land upon which the Building is situated (the "**Land**"), including medical, surgical and general welfare benefits (including group life insurance), pension payments of employees' payroll taxes, worker's compensation insurance, employers' Social Security taxes and any other taxes which may be levied on such wages and salaries;

b) All supplies and materials used in the management, operation, security and maintenance (including janitorial) of the Land and Building;

c) The cost of utilities, including electricity, gas, water and power for the heating, air conditioning, trash services and lighting and ventilating of the Land and Building as a whole, Lessee shall be solely responsible for any separately metered utilities serving the Premises as provided below;

d) The cost of all maintenance and service agreements on equipment, including security service, window cleaning, and maintenance service on heating, ventilating and air conditioning;

e) The cost of fire, extended coverage, public liability, and all other insurance carried by Lessor on the Building;

f) The costs of repairs and general maintenance of the Land and Building exclusive of expenses of alteration of premises for the accommodations of a specific Lessee or Lessees, and exclusive also of expenditures made for capital investments or improvements;

g) All federal, state, county and municipal taxes, assessments and governmental charges (including payments in lieu of taxes) which are levied on or charged against the Land, the Building personal property (except for the personal property of any Lessees in the Building), on the right or privilege of leasing real

estate or collecting rents thereon, including real estate taxes (defined as including all ad valorem taxes on real estate levied against the real estate in installments or otherwise, and the expense of protesting, negotiating or contesting the amount or validity thereof) excluding, however, federal and state income taxes;

h) The costs of all licenses, permits and inspections relating to the Land or the Building;

i) The costs of contesting taxes or other laws or ordinances which might increase the Operating Expenses, including the cost or fee of any real estate tax consulting or tax reduction firms;

j) The costs of all alarm systems burglar systems, security devices, security firms or services; and

k) The costs of all sprinkler or other fire protection devices or services, including sprinkler line alarm charges.

4. **Term.** This Lease shall be for a term of twenty-five (25) years with two additional optional terms of ten (10) years each commencing receives on the date that a Certificate of Occupancy is issued for the Building ("**Original Term**"). Unless terminated or extended pursuant to the below provisions, the term of this Lease shall end at midnight on at the end of twenty-five (25) years from the date of the issuance of the Certificate of Occupancy.

5. **Option to Extend.**

(a) If this Lease is in force on the expiration date of the Original Term, and if the Lessee on that date has fully performed all its obligations under this Lease, Lessee shall have the option to extend this Lease for two additional terms of ten (10) years each, each additional term commencing at the expiration of the next preceding term. The option to extend the Lease shall be exercised by a written notice from Lessee to Lessor delivered not earlier than ninety days and not later than sixty days prior to the end of the original term. The same terms which apply during the original term shall apply during the extension term, except that the Rent for the extension term shall be subject to renegotiation. If the parties cannot agree on the new Rent, then Lessee's exercise of the extension option shall be deemed to be null and void and this Lease will end at the expiration of the then current term.

(b) Lessor and Lessee each retain the right to terminate this Lease after the initial Term by giving notice to the other party of the intent to terminate. Such notice shall be provided no less than sixty (60) days prior to the date set for termination.

6. **Delivery and Acceptance of Premises.** Lessee has inspected and knows the condition of the Premises at the time of commencement of the Original Term and accepts the same in the present condition. By its execution of this Lease, Lessee

acknowledges that Lessor has made no warranties, representations or statements whatsoever concerning any condition or matter relating to the Premises, including such matters as the income or expenses of the Premises, title to the Premises, legal status of the Premises, availability or cost of utilities, the environmental condition of the Premises or any previous environmental activities thereon, or the physical condition of the Premises or any improvements thereon. Lessee further acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for Lessor. Lessor has relied upon these acknowledgments as a material inducement to enter into this Lease. Lessee is hereby leasing the Premises "as is" and "where is" and agrees that it relies upon no warranties, representations or statements by Lessor or any other persons for Lessor in entering into this Lease. Lessee acknowledges that there is in and about the Premises nothing dangerous to life, limb, health or property, and Lessee hereby knowingly and deliberately waives any claim for damages which it may have against Lessor that may arise from any defects in or about the Premises after the execution hereof.

7. **Utilities and Services.**

(a) Lessee shall at its own expense, except as provided hereinafter, provide (a) adequate heat for the Premises between the hours of 8:00 a.m. and 6:00 p.m. daily (except Saturdays, Sundays and legal holidays) when outside temperatures shall require; (b) janitor service for the Building which shall include the disposal of trash from the Building; and (c) reasonable amounts of water and gas and wireless access to the Internet. Lessor shall not in any event be responsible for any loss, damage or inconvenience resulting from any cessation in any service not the result of willful intent or fault of Lessor, nor from any repair, remodeling or construction in any part of the Building and no such cessation shall entitle Lessee to an abatement of rent. When heat, light, water or power used in the Building are furnished by outside agencies, the Lessor shall not be liable for any damage, loss or inconvenience caused by the failure of such outside agencies to furnish such services.

(b) Lessee shall be responsible for its cost for any hookups or connections which are required, if the same are not already installed or available at the date of this Lease.

(c) Lessee shall pay the cost to separately meter any utility service directly to the utility company and to pay the cost of such separately metered services and Lessor shall have no responsibility therefor.

(d) Lessee shall be solely responsible for the installation of and all charges arising from telephone service at the Premises. Lessor shall have not obligation whatsoever with respect to telephone or data service.

8. **Licensing and Fees.** Lessee shall obtain all necessary licensing and registrations for the use and operation of the Premises, and shall pay when due all license and registration fees. Lessor shall have no responsibility whatsoever for the same.

9. **Taxes.**

(a) Lessee shall timely pay or cause to be paid when due all personal property, sales, use and other taxes or assessments, general or special, now or hereafter imposed by any federal, state, or local government on the Premises or on the ownership, lease, sale, possession or use of the Premises, whether the same are assessed against Lessor or Lessee. If any tax is assessed against Lessor, Lessor shall provide Lessee with written notice of the assessment and Lessee shall promptly pay the same. Upon demand Lessee shall provide Lessor with proof of all required payments.

(b) Lessor, in its sole discretion, may contest any and all real estate taxes. If such contest results in a reduction in the amount of the real estate taxes so contested, Lessee shall be entitled to a refund in an amount equal to Lessee's proportionate share of such reduction. Lessee shall reimburse Lessor for Lessee's proportionate share of the cost and expense incurred by Lessor in such contest.

10. **Insurance.** Lessee shall obtain and pay all premiums and other costs for the types of insurance coverages described below. All insurance shall be effected by valid and enforceable policies issued by insurers licensed in the State of Missouri, having an A.M. Best rating of not less than A+XV, and reasonably acceptable to Lessor. The original insurance policies shall be delivered to Lessor or, if Lessor requests, to any lender holding a mortgage or deed of trust affecting the Premises.

(a) Lessee shall carry insurance against all of the following:

i. Loss or damage by fire, and such other risks as may be embraced within the standard form of extended coverage insurance from time to time available, insuring the full replacement cost (excluding foundation and excavation cost) of any buildings and other improvements from time to time constituting or erected on the Premises.

ii. Loss or damage by explosion of HVAC equipment, installed in the Premises, in such limits with respect to any one accident as may reasonably be requested by Lessor from time to time, but not less than Five Hundred Thousand Dollars ($500,000.00).

iii. Loss of rental, under a rental value insurance policy covering risk of loss due to the occurrence of any of the hazards described above, in the amount not less than the aggregate requirements for the period of twenty-four (24) months following the occurrence of the insured casualty for (i) annual net rental, (ii) taxes (if applicable) and other charges required to be paid by Lessee, and (iii) premiums on insurance required to be carried pursuant to this Section. All losses under this coverage shall be

paid to Lessor alone.

iv. Claims for personal injury or death or property damage occurring in or about the Premises (including elevators) and the sidewalks, driveways and curbs adjacent thereto with any limits that may reasonably be requested by Lessor, but not less than One Million Dollars ($1,000,000.00) in the event of bodily injury or death of one person and not less than Two Million Dollars ($2,000,000.00) in the event of bodily injury or death to any number of persons in any one accident and broad form property damage coverage of not less than One Million Dollars ($1,000,000.00).

v. All policies of insurance shall name Lessor as an additional insured, with a separation of insureds clause, sometimes also called a "severability of insureds" or "cross liability" clause. If Lessor requests, the mortgagee(s) or holder(s) of any deeds of trust affecting the Premises shall also be named as insureds by means of clauses meeting their requirements. The policies shall also provide that Lessor be given at least thirty days' notice before any termination, cancellation or material modification of the policy.

(b) If, during the term, the Premises are damaged from a risk covered by the insurance described in this Section, the insurance proceeds shall be paid to Lessor, who shall make them available to Lessee from time to time, upon submission of bills and such other documentation as Lessor may require, for the purpose of repairing and restoring the Premises.

(c) Lessor and Lessee hereby release each other from all liability for damage due to any act or neglect of the other (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of any casualty for which either of the parties is or would be covered under insurance policies which either of the parties hereunder is required to carry under the terms of this Lease (whether or not such party is actually maintaining such insurance coverage). These releases shall not apply to any loss or damage occasioned by the willful act of either of the parties, and the parties agree that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consents to the mutual release of liability contained in this Section and waives all right of recovery by way of subrogation against Lessor or Lessee in connection with any loss or damage covered by any such policies. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in its policies, provided such a waiver was obtainable at the time of such loss or damage. The parties specifically recognize and acknowledge that the waivers contained herein are and shall be effective even though such claims may arise as a result of the negligence of the party being released hereunder, or such party's agents, officers

or employees.

(d) Lessee shall not take any action, engage in any activities, store any material, or do any other act which might cause an increase in the insurance rates for the coverages described herein. If the rates do increase because of any such act by Lessee, and if Lessor is responsible for or does in fact pay all or any portion of the increase in premiums, then Lessee shall pay the same to Lessor in full within ten days of demand by Lessor.

(e) Lessee shall have the sole obligation at its own expense to obtain insurance coverage for any personal property or belongings of Lessee and its agents and employees on the Premises. Lessor shall have no responsibility for the same.

11. **Liens And Encumbrances.** Lessee shall not encumber or permit the encumbrance of the Premises or this leasehold estate by any mortgage, deed of trust, assignment, security interest, lien or other charge without the prior written consent of Lessor. This Lease does not require Lessee to improve the Premises or construct any improvements or additions on the Premises. Any improvements or additions to the Premises which Lessee might make or permit are for the sole use of Lessee and will not benefit Lessor's reversion. Lessee is not, and shall not be deemed to be, the agent of Lessor in contracting or arranging for any improvement of the Premises or any construction on the Premises. Lessee shall promptly pay all bills for labor done or material or equipment supplied for any construction or repair work done on the Premises. Failure to promptly pay any such bills shall be a default under this Lease. Lessee shall defend and indemnify Lessor from all liability, damages or expense resulting from any mechanic's lien claims affecting the Premises.

12. **Maintenance and Repair.**

(a) Lessee shall repair and maintain in good working condition all of Lessee's personal property, the interior of the Premises; all equipment, fixtures, lighting fixtures, lamps, and appliances within the Building and all interior surfaces of windows, doors, and other appurtenances, owned by Lessee. Lessor shall have no maintenance or repair responsibilities for the Premises or the Building except as provided herein.

(b) Lessor shall maintain the structural elements of the Building, which structural elements shall include only the foundations, supports, bearing and exterior walls, including glass and doors, and roof (excluding skylights, if any); all mechanical systems, including the plumbing, heating, cooling, electrical and ventilating systems; those portions of the unexposed electrical plumbing, ventilating, and sewage systems serving the Premises which lie outside the Building; and gutters, downspouts, and other appurtenances to the Building.

(c) Lessee shall at its own cost promptly repair any damage to the Premises or any machinery, equipment, fixtures and appurtenances to the Premises, caused by (a) forces or occurrences inside the Premises over which

It is agreed that the second floor of the Building may be used for office or commercial space as permitted by local zoning ordinances. The east side of the basement space will be exposed to allow access to the Linden Square amenities being constructed adjacent to the Building. Sub-Lessee shall be permitted to use the basement space for various public purposes including public restrooms, concession sales, equipment rental, storage and office space. All use of the Premises must be in accordance with applicable laws, ordinances, restrictions of record, regulations as the same may exist from time to time (collectively "Laws").

II. TERM, RENT, ESCROW, AND NONAPPROPRIATION

The initial term of this Sublease for Premises A and B1 (the "Initial Term Premises A and B1") shall commence on the date Polllina receives a Certificate of Occupancy for the Building. The initial term of the Sublease for all of Premises A and and all of Premises B1 shall be twenty-five (25) years with two additional optional terms of ten (10) years each.

SubLesee shall pay as rent for Premises A and B1 the sum of $70,000 annually for the first (20 years of the initial term. Sublessee shall pay as rent the sum of $7,500 annually for years 21-25.

This Sublease shall automatically renew for an additional ten (10) year term unless Sub-Lessee notifies Sub-Lessor not less than six (6) months before the expiration of the initial twenty-five (25) years of the Term that it will terminate this Sublease. Likewise, this Sublease shall renew for a second ten (10) year Renewal Term, unless Sub-Lessee notifies Sub-Lessor not less than six (6) months before the expiration of the first ten (10) year Renewal Term that it will terminate this Sublease.

Base Rent during both ten (10) year Renewal Terms shall be Five Thousand and No/100 Dollars ($5,000.00) per year.

The initial term of this Sublease for premises B2 (the "Initial Term Premises B2") shall be one year. The Sub-Lessor and Sub-Lessee agree that this tenancy shall automatically renew unless cancelled by either party in writing.

Sub-Lessee shall pay in rent for Premises B2 the sum of $40,000 annually.

On August 1, 2012, and on the same date each year thereafter during the applicable Initial Term A and B1 and Initial Terms B2, the Sub-Lessee shall deposit in escrow with First Bank of Missouri (the "Escrow Agent") an amount equal to the required rent and estimated prorata share of taxes, insurance and maintenance and CAM fees. Escrow Agent shall then make the monthly rent payments to Sub-Lessor on behalf of Sub-Lessee. Escrow agent shall also pay prorata shares of taxes insurance, maintenance and CAM fees. Notwithstanding the foregoing to the contrary, the initial August 1, 2012 deposit shall be made immediately available to Sub-Lessor.

Each yearly rent obligation described herein is subject to annual appropriation by the City of Gladstone, Missouri (the "City"). The City is not legally obligated to budget or appropriate monies for any fiscal year beyond the current fiscal year or any subsequent fiscal year in which the Sublease is in effect and there can be no assurance that the City will appropriate funds to make Sublease payments. Any automatic renewal periods are also subject to annual appropriation and shall not exceed 20 consecutive annual renewals.

This Sublease does not give rise to a general obligation or other indebtedness of the City.

Notwithstanding anything to the contrary herein, in the event the City fails to appropriate funds to pay Rent hereunder, the Sub-Lessee shall promptly notify Sub-Lessor of the same in writing, and the parties shall promptly thereafter proceed to execution of a termination agreement, terminating this Sublease, which termination shall be effective as of the last day of the available funding.

III. MAINTENANCE, REPAIR & UTILITIES

Exterior Maintenance & Repair.

Sub-Lessor shall maintain in a timely manner the exterior of the Building, including, but not necessarily limited to, the roof, exterior walls, structural membranes, foundation, support beams, windows, doors, lighting and any other thing. Sub-Lessor shall provide Sub-Lessee with the Premises in "like new" white box condition for a multi-tenant occupancy and in compliance with all applicable laws, regulations and zoning codes (collectively, "Laws").

From and after the delivery of the Premises to Sub-Lessee, Sub-Lessee may complete the fit-out of the Premises in accordance with the provisions set forth below and maintain the Premises so that they are suitable for their intended purpose and are in compliance with all Laws. Sub-Lessee shall provide snow removal on sidewalks and the parking lot and shall be responsible for the landscaping of and mowing the grass on the Property.

Interior Maintenance & Repair.

Sub-Lessee shall maintain the Premises clean and free from dirt, grease, refuse matter, rodents, and will regularly exterminate to control insects and pests. Sub-Lessee shall keep and maintain every part or portion of the Premises in good order and repair and shall furnish janitor or cleaning services for the Premises.

Sub-Lessor is only responsible for providing janitor and/or cleaning services to the premises it inhabits on the first floor of the Building. Sub-Lessor shall maintain HVAC systems, electrical and plumbing systems, doors and windows, and Building-mounted exterior light fixtures.

Sub-Lessee shall be responsible for all the cost of finishing the interior space of the Premises (the "Tenant Improvements"). Sub-Lessee agrees to provide Sub-Lessor all plans for interior finish (the "Plans") for review and approval and shall not commence construction until Sub-Lessee has received prior written approval of the Plans from Sub-Lessor. Failure to approve or deny submitted plans within 7 days shall constitute the Sub-Lessors approval.Any approval of the Plans by Sub-Lessor shall not constitute confirmation that the Plans are in conformity with applicable Laws, it being Sub-Lessee's sole responsibility to ensure such compliance. Sub-Lessee shall be provided access to the Building immediately upon Pollina's receipt of the Temporary Certificate of Occupancy. Sub-Lessor shall have no responsibility for the Tenant Improvements and Sub-Lessee will remedy, at Sub-Lessee's own expense, and be responsible for any and all defects in the Tenant Improvements that may appear during or after the completion thereof whether the same shall affect the Tenant Improvements in particular or any parts of the Premises in general.

Lessor has no control, (b) acts or omissions (whether intentional, willful or negligent) of Lessee or Lessee's employees, agents, guests, invitees, customers or clients, or (c) Lessee's failure to fully and promptly observe and perform all of its obligations under this Lease. Lessor shall repair any damage to the Premises or to such items only if the damage is caused by intentional or willful actions of Lessor or its authorized agents. Damage caused by fire or other casualty, which is not caused by (a) acts or omissions of Lessee or Lessee's employees, agents, guests, invitees, customers or clients, (ii) Lessee's failure to fully and promptly observe and perform all of its obligations under this Lease, or (iii) the intentional or willful actions of Lessor or its authorized agents, is covered not by this Section but by Section 10 of this Lease.

(d) Lessee shall at its own cost be responsible for lawn care, snow removal and parking lot maintenance and upkeep.

13. **Use of Premises.** Lessee may use the Premises and Building for the purpose of commercial office use and for any other use consistent with federal, state and local laws.

14. **Compliance With Laws.** Lessee shall comply with all laws, orders, regulations, ordinances and other public requirements at any time affecting the Premises or the use of the Premises. Lessee shall defend and indemnify Lessor from any liability or expense resulting from Lessee's failure to obey these covenants.

15. **Alterations.**

(a) Lessee shall not make improvements, alterations or additions to the Premises without the prior written consent of Lessor. Any alterations shall be of good workmanship and material, shall not reduce the size or strength of the then existing improvements or of any load bearing wall or structural support, and shall be strictly in accordance with plans and specifications for the same approved in writing by Lessor prior to beginning the work.

(b) Any improvements, alterations, additions or fixtures placed on the Premises, whether or not permanently affixed to the Premises, shall become a part of the realty, shall belong to Lessor, and shall remain on and be surrendered with the Premises at the termination of this Lease unless Lessor shall otherwise specify in writing within thirty (30) days before or after the termination of this Lease, in which case the same shall promptly be removed at Lessee's cost. No improvements, alterations or additions to the Premises shall be removed without Lessor's prior written consent. Lessee shall repair all damage caused by any removal.

16. **Assignment and Subletting.** Without the express prior written consent of Lessor, which may be withheld for any reason, Lessee shall not assign, transfer or encumber this Lease or any part hereof, and shall not sublet, grant licenses or concessions, or allow any other occupant to come in with or under Lessee. Lessee shall not permit this Lease or the leasehold estate hereby created to become vested in or owned

by any other person, firm or corporation or partnership, through any type of transfer or assignment, whether by merger, consolidation, dissolution, liquidation, transfer of partnership interests or otherwise. Any change in the ownership or power to vote a majority of Lessee's outstanding voting stock or partnership interest in Lessee shall constitute an assignment. Acceptance of rent by Lessor from anyone other than Lessee shall not be construed as a waiver by Lessor of the actions prohibited by this Section, nor as a release of Lessee from any obligation or liability under this Lease, but the same shall be taken to be a payment on account by Lessee. In the event Lessor consents to an assignment or subletting of the Premises or any part thereof, then Lessee shall continue to be fully primarily liable hereunder and Lessor shall have all remedies against Lessee in the event of a subsequent breach of this Lease, as if the assignment or subletting had not taken place. Notwithstanding the foregoing, Lessee shall have the right to sublease a portion of the basement and second floor of the Building to the City of Gladstone, Missouri, in accordance with the form Sublease attached hereto as Exhibit B and such sublease may be executed without further approval required from Lessor.

17. **Right of Entry.** Lessor reserves the exclusive right to use the Building in which the Premises are located. Lessee shall permit access to the Premises to Lessor or its agents at all reasonable times for inspection and cleaning and from time to time to repair, maintain, alter, improve and remodel, and to add additional stories or areas to the Building. Lessee shall not be entitled to any compensation, damages or abatement or reduction in rent on account of any such repairs, maintenance, alterations, improvements or remodeling or adding of additional stories or areas. During the sixty (60) days prior to the expiration of this Lease, the Lessor shall have the right to place upon the windows and doors of the Premises any usual or ordinary "to let" or "to lease" signs, and at reasonable hours, to enter upon the Premises and exhibit same to prospective lessees.

18. **Exculpation of Lessor.** Lessee shall have no claim against Lessor for, and Lessor has no liability to Lessee for, any accidents or occurrences which arise on or respecting the Premises, unless Lessor has actively and intentionally caused the harm. Lessor shall not be liable to Lessee for any loss or damage to Lessee, or to any property of Lessee located in or about the Premises, regardless of the cause of the loss or damage.

19. **Indemnity.** Lessee shall at all times save, defend and hold Lessor harmless from and against all loss, cost, liability, claims, asserts and expenses, including without limitation claims for liability for personal injury or property damage and claims for violations of any environmental laws, statutes, codes, regulations or requirements, that may be arise or be claimed with respect to any act or neglect of Lessee, its employees, agents, contractors, successors and assigns.

20. **Limitation of Lessor's Liability.** The liability of Lessor under this Lease, if any, shall be limited to Lessor's equity in the Building. Lessee's sole remedy for collecting from Lessor any amounts for which Lessor may be liable under this Lease shall be the foreclosure of any judgment lien which Lessee may obtain against the Building. Lessor shall have no other personal liability hereunder.

21. **Lessee's Personalty.** Lessor shall not be liable for any loss or damage to

any of Lessee's merchandise, personalty or other property on or about the Premises, or for any lost profits of or consequential damage suffered by Lessee, as a result of damage to personal property, regardless of the cause of the loss or damage. Lessee shall be responsible for any taxes or assessments made against its personal property, and shall defend and indemnify Lessor against the same.

22. **Damage By Casualty.**

(a) If a substantial part of the Premises is so damaged by fire or other casualty that the Premises are totally untenantable, Lessor may at its sole option terminate this Lease by giving written notice thereof to Lessee. Lessee shall surrender the Premises to Lessor within thirty (30) days after receipt by Lessee of Lessor's notice of termination. The Lease shall immediately terminate upon such surrender, except that Lessor shall retain such rights and remedies against Lessee as may have arisen by virtue of Lessee's actions or defaults occurring prior to the termination. Rent shall be paid by Lessee through and including the date of termination of this Lease. Except for the above, neither party shall have further liability or responsibility hereunder. If Lessor does not elect to terminate this Lease in case of total untenantability, this Lease shall continue in full force and effect and Lessor shall restore the Premises to at least their previous condition, within a reasonable time. For that purpose Lessor and its agents, architects, designers, consultants and contractors may enter the Premises at any time or times, and for so long as may be necessary, to accomplish the work. Rent shall abate during the period of untenantability.

(b) If the Premises are so damaged by fire or other casualty that Tenantability is only partially disturbed, Lessor shall restore the Premises to at least their previous condition within a reasonable time to the extent that insurance proceeds are available. For that purpose Lessor and its agents, architects, designers, and consultants may enter the Premises at any time or times, and for so long as may be necessary, to accomplish the work, and Rent shall not abate. No claims shall be made by or allowed to Lessee by reason of any inconvenience or annoyance arising from the repair work.

(c) In the event the Premises suffer any casualty damage Lessee shall within five days remove any debris or rubbish, remove its personal property from the damaged Premises, and clean the damaged Premises to facilitate repair or restoring operations.

(d) If Lessor makes a claim on any insurance policy as a result of any damage to the Premises, then Lessor is not obligated to commence repair or reconstruction work until the proceeds have been fully received. Lessor is entitled to all such proceeds regardless of the particular item of loss or damage for which they are payable.

23. **Condemnation.**

(a) If all of the Premises are acquired or condemned by eminent

domain for any public or quasi-public use or purpose, or are conveyed in lieu of any such taking, then the term of this Lease shall terminate as of the date of the transfer of title. All rentals shall be paid up to that date and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease.

(b) If any part of the Premises is acquired or condemned by eminent domain for any public or quasi-public use or purpose or is conveyed in lieu of any such taking, and in the event such partial taking or conveyance shall be of more than 25% of the floor space of the Premises and renders the Premises unsuitable for the business of Lessee, then, at the option of Lessor or Lessee exercised in writing on or before such transfer of title, the term of this Lease shall terminate as of the date of transfer of title. Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. In the event of a partial taking or conveyance in lieu thereof which is less than 25% of the floor space or not extensive enough to render the Premises unsuitable for the business of Lessee, then Lessor, to the extent possible, shall promptly restore the Premises to a condition comparable to its condition immediately prior to such taking (less the portion lost in the taking) and this Lease shall continue in full force and effect. Rent shall be adjusted to the extent of any reduction in the area of the Premises resulting from the taking.

(c) In the event of any condemnation or acquisition, whether whole or partial, Lessee shall have no claim against Lessor for the value of the unexpired term of this Lease and Lessee shall not be entitled to any part of the award or recovery paid for such condemnation or taking or any judgment for damages caused by such taking, whether the award or recovery is paid as compensation for diminution in value to the leasehold or to the fee of the Premises. Lessor shall receive the full amount of such award, and Lessee expressly waives any right or claim to any part thereof. However, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures and equipment.

24. **Subordination; Attornment.** At the election of any lender holding any mortgage or deed of trust affecting the Premises this Lease shall be subordinate to any such mortgage or deed of trust. Lessee shall promptly execute at the request of Lessor or any such lender a subordination agreement in suitable form for recording, setting forth the subordination. Lessee hereby irrevocably constitutes and appoints Lessor as Lessee's special attorney-in-fact to execute and deliver any such documents or instruments. Lessee shall and hereby does attorn to any purchaser of the Premises at any foreclosure sale or otherwise.

25. **Estoppel Certificates.** Upon Lessor's request Lessee shall within three (3) days after the date of such request execute and deliver to Lessor a written declaration in recordable form which (a) ratifies this Lease, (b) states the commencement and

termination dates of this Lease, (c) certifies that this Lease is in full force and effect and has not been assigned or amended except as specifically described, (d) certifies that Lessor is not in default under this Lease or, if Lessee considers Lessor in default, describes the default in detail, (e) states that Lessee has no defenses, claims or offsets that might be asserted in any proceeding to enforce this Lease, (f) sets forth the Rent and the amounts of Additional Rent and Percentage Rent then being paid, and (g) states the date to which rent has been paid. Any such written declaration shall irrevocably bind Lessee, and Lessor and any third party shall be entitled to rely upon the declaration. If Lessee fails to deliver the certificate within the three-day period, Lessee irrevocably constitutes and appoints Lessor as its special attorney-in-fact to execute and deliver the certificate to any third party.

26. **Sale of Premises.** Upon any transfer of title of the Premises Lessor shall be completely released of any liability hereunder and the successor owner of the Premises shall be the new Lessor hereunder with all of the same rights and obligations as the original Lessor. Lessee agrees to and hereby does attorn to any successor owner(s) of the Premises and recognizes the same as the new Lessor(s) hereunder. Upon any transfer of title to the Premises Lessor shall be entitled to deliver the security deposit and any prepaid Rent to the successor owner. Upon such delivery Lessor shall be released from any and all liability for the return of such amounts. Notwithstanding the foregoing, Lessor acknowledges that the City of Gladstone has certain rights related to the Premises and that this provision is not affect such rights.

27. **Events of Default by Lessee.**

(a) Lessee will be in default under this Lease upon the happening of any one or more of the following events:

i. Failure of Lessee to make any Rent payment or fully perform any obligation contained in this Lease.

ii. Any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee for the purpose of inducing the execution of this Lease or any other agreement between the parties proves to have been false in any material respect when made or furnished.

iii. Lessee is dissolved or its existence terminated; Lessee becomes insolvent, its business fails, or a receiver is appointed for any of Lessee's Premises; Lessee is generally not paying its debts as they become due; or Lessee makes an assignment for the benefit of its creditors or is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding.

iv. Lessee abandons the Premises, or the Premises or Lessee's leasehold interest in the Premises are attached or taken under any court order or writ of execution.

(b) If Lessee defaults Lessor shall be entitled to all legal and equitable remedies for possession of the Premises and collection of all amounts due. Without limitation, Lessor may enforce its rights by an action for rent and possession, unlawful detainer, or other legal remedy. Lessee agrees that, notwithstanding Lessor's possession of the Premises, Lessee shall remain liable for and shall pay Lessor an amount equal to the entire rent payable to the end of the then-applicable term of this Lease. This amount may either (i) be accelerated and become payable at once, or (ii) become due and be payable monthly, at the sole option of Lessor. In addition, Lessee shall be liable for and shall pay to Lessor any loss or deficiency sustained by Lessor because of Lessee's default.

(c) Notwithstanding Lessor's possession of the Premises, Lessor upon Lessee's default shall have the right, without notice to Lessee, and without terminating this Lease, to make alterations and repairs for the purpose of reletting the Premises. Lessor may relet or attempt to relet the Premises or any part of the Premises for the remainder of the then-applicable Lease term or for any longer or shorter period as opportunity may offer, to such persons and at such rent as may be obtained. Nothing in this Lease shall require Lessor to relet or make any attempt to relet the Premises, and any reletting shall be done by Lessor as agent for Lessee. In case the Premises are relet, Lessee shall pay the difference between the amount of Rent payable during the remainder of the term and the net rent actually received by Lessor during the term after deducting all expenses for repairs, alterations, recovering possession and reletting the same, which difference shall either (i) accrue and be payable monthly, or (ii) be accelerated and become payable at once, at Lessor's sole option.

(d) No actions taken by Lessor after Lessee's default shall be construed as indicating a termination of this Lease. This Lease shall remain in full force and effect and shall not be terminated unless Lessor so elects in writing.

(e) At Lessor's election Lessor may cure any default of Lessee by expending money, contracting for the making of repairs, purchasing insurance, or by any other actions. If Lessor takes any such actions, Lessee will immediately upon demand reimburse Lessor for all of Lessor's expenses. All such expenses shall bear interest at the rate of eighteen percent (18%) per annum (or the highest legal rate, if that percentage exceeds the highest legal rate) from the dates they are incurred until the dates they are paid.

(f) Lessor shall be entitled to recover from Lessee all of Lessor's expenses in exercising any of its rights under this Lease, including without limitation Lessor's attorney's fees and expenses.

(g) All of Lessor's remedies are cumulative and may be exercised successively or concurrently, at Lessor's election.

(h) Lessee agrees not to make any counterclaim of any nature in any proceedings brought in connection with this Lease. This agreement shall not, however, prohibit the maintenance of any claim in a separate action. Lessee

waives any rights it may have to redeem the Premises from any reentry and possession by Lessor. Any breaches of any covenants of this Lease shall be material breaches entitling Lessor to its remedies, regardless of the extent of actual damage.

28. **Waivers.** Any waiver, consent or approval on the part of Lessor must be in writing, and shall be effective only to the extent specifically set forth in the writing. No delay or omission by Lessor in the exercise of any right or remedy with respect to any one occasion shall impair Lessor's ability to exercise the right or remedy in the same or on another occasion.

29. **Notices.** All notices or other communications shall be in writing signed by the sender, and shall either be (a) personally delivered or (b) mailed by certified mail, at or to the following addresses:

Lessor: _____

Lessee: _____

Either party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States mail (if mailed by certified mail).

30. **Return of Premises.** At the termination of this Lease, however caused, Lessee agrees to deliver the Premises to Lessor in good working order and condition.

31. **Holdover.** Should Lessee fail to vacate the Premises at the termination of this Lease, Lessee shall pay twice the then-applicable Rent for each day of the holdover period, and all the terms and provisions of this Lease shall continue to apply. Lessee will be a Lessee at will during the holdover period. Nothing in this Section shall be a waiver of or preclude the exercise of Lessor's remedies for Lessee's default. Should Lessee's holdover prevent Lessor from fulfilling the terms of another lease, Lessee shall defend and indemnify Lessor from all direct and consequential damages for which Lessor may be liable, or which Lessor may suffer, as a result of the holdover.

32. **Quiet Enjoyment.** Neither Lessor nor Lessor's successors or assigns will disturb Lessee in its quiet enjoyment of the Premises.

33. **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and permitted assigns of the respective parties.

34. **Amendments.** This Lease contains the entire agreement of the parties. No amendments may be made to this Lease except by an agreement in writing executed by all of the parties. Lessee shall be responsible to secure the approval of the City of

Gladstone if required under the Sublease.

35. **Brokers and Agents.** Lessee represents and warrants to Lessor that it has had no contact or dealings with any broker or agent in connection with this Lease [other than the Lessor/Lessee's broker, _____, whose commission Lessor/Lessee will pay in accordance with the agreement with such broker]. Lessee shall defend and indemnify Lessor from and against any and all costs, expenses, losses, liabilities and claims which may arise from or be asserted by any other brokers or agents in connection with this Lease or the negotiation thereof.

36. **Environmental Covenants.**

(a) Throughout the Lease Term, the Lessee and Lessee's agents, contractors and employees shall not engage in any of the following prohibited activities, and Lessee shall use its best and diligent efforts to see that Lessee's invitees and Lessees, and such Lessees' employees, agents, and invitees, shall not: (i) cause or permit any release, discharge or threat of release of Hazardous Material on or from the Premises or any portions of the Building or Complex; (ii) cause or permit any manufacturing, transporting, spilling, leaking, use, handling, storage or dumping of any Hazardous Material in or on any portion of the Premises ; or (iii) cause or permit any violation of any of the Hazardous Materials Laws.

(b) Lessee and its agents, contractors and employees shall comply, and cause the Premises to comply, with all Hazardous Material Laws.

(c) If Hazardous Material is discovered on the Premises, Lessee shall pay immediately when due the cost of removal of any Hazardous Material from the Premises in compliance with all governmental requirements, and keep the entire Premises free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the removal of Hazardous Material. Upon demand of Lessor, Lessee shall obtain and deliver to Lessor a bond, letter of credit, or similar financial assurance for the benefit of Lessor, evidencing, to Lessor's satisfaction in its sole discretion, that the necessary funds are available to pay the cost of removing, treating, and disposing of all Hazardous Material on the Premises or any contamination caused thereby, and discharging any assessments or liens which may be established on the Premises as a result thereof.

(d) Lessee covenants to promptly (i) give written notice to Lessor upon Lessee's acquiring knowledge of the presence of any Hazardous Material on the Premises or the Building or Complex, or of any Hazardous Material contamination thereon, with a full description thereof; (ii) advise Lessor in writing of any notices received by Lessee or Lessee's agents, contractors, authorized representatives and employees, concerning any claims of Hazardous Material or contamination thereof, or violation or potential violation of any Hazardous Material Laws; (iii) advise Lessor in writing of any and all claims made or threatened by any third party relating to any claims of Hazardous

Material in any way associated with, on, in, under or in the vicinity of the Premises, or of any enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened with respect to the Premises, the Building or the Complex; (iv) advise Lessor in writing upon Lessee's discovery or any discovery by Lessee's agents, contractors, authorized representatives and employees, of any occurrence or condition which may cause the Premises to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Material Laws.

(e) Lessor shall have the right, but not the obligation, to cause all Hazardous Material and Hazardous Material contamination found on or in the Premises to be removed therefrom or otherwise remediated in such manner as may be necessary or desirable in the sole judgment of Lessor. In such event, the cost of the removal, including all expenses, charges, and fees incurred by Lessor in connection therewith, including attorneys', engineers', and consultants' fees, shall be payable by Lessee on demand, and shall bear interest at the rate applicable to delinquent rent payments in Section 2 hereof, from the date advanced until paid. Lessee hereby grants to Lessor, its agents, contractors authorized representatives and employees, full right and authority to enter upon the Premises and to remove any such Hazardous Material and Hazardous Material contamination from the Premises.

(f) If at any time Lessor has reasonable cause to believe that an environmental condition in violation of this Lease exists, Lessor may notify Lessee in writing that it desires a site assessment or environmental audit ("**Audit**") of the Premises to be made, and at any time thereafter cause such Audit to be made of the Premises at Lessee's sole expense. Lessee covenants to reasonably cooperate with the persons conducting the Audit. Lessee agrees to comply, at its sole cost and expense, with all recommendations contained in the Audit.

(g) Lessee shall defend, indemnify and hold Lessor (including the respective successors, assigns, employees, agents, members, partners, officers and directors of Lessor) harmless from, any and all actions, loss, liability, damage, cost or expense occasioned by, resulting from, or consequent to (i) any Hazardous Material or Hazardous Material contamination on the Premises; (ii) any releases or discharges of Hazardous Material from the Premises; (iii) any manufacturing, transporting, spilling, leaking, use, handling, storage or dumping of Hazardous Material on or at the Premises; (iv) any violation of this Lease, and (v) any violation of Hazardous Material Laws. The expense which is covered by this indemnity shall include all foreseeable consequential damages; the costs of any required or necessary repair, cleanup or detoxification of the Premises, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans; damage to any natural resources; and all reasonable costs and expenses incurred by Lessor in connection with the above.

(h) As used herein, the term "**Hazardous Material**" means any

radioactive, hazardous, or toxic substance, material, waste, chemical, or similar item, the presence of which on the Premises, or the discharge, emission, release, or threat of release of which on or from the Premises, is prohibited or otherwise regulated by any Hazardous Material Laws, or which require special handling in collection, storage, treatment, or disposal by any such laws or requirements. The term Hazardous Material includes, but is not limited to, any material, substance, waste or similar item which is now or hereafter defined as a hazardous material or substance under any of the Hazardous Material Laws.

(i) The term "**Hazardous Material Laws**" means any and all laws, ordinances, statutes, codes, rules, regulations, requirements, orders and decrees of the United States, the State in which the Premises are located, and all local or governmental or regulatory authorities exercising jurisdiction over Lessee or the Premises, including without limitation the Federal Water Pollution Control Act (33 U.S.C. § 1317, *et seq.*), the Federal Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901, *et seq.*), the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. § 9601, *et seq.*), and the Toxic Substances Control Act (TSCA) (15 U.S.C. § 2601, *et seq.*), any rules or regulations adopted by any administrative agency, including, but not limited to, the Environmental Protection Agency, the Occupational Safety and Health Administration, and any similar state or local agency having jurisdiction over the Premises, whether or not such rules and regulations have the force of law.

37. **Miscellaneous.** The captions of the sections of this Lease are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease. If any provision of this Lease is held invalid or unenforceable, the holding shall affect only the provision in question and that provision in other circumstances, and all other provisions of this Lease, shall remain in full force and effect. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this Lease. The interpretation and enforceability of this Lease shall be governed by the laws of the State of Missouri. All exhibits and other attachments to this Lease are hereby incorporated herein by this reference as though fully set forth herein.

Remainder of page intentionally left blank

INTENDING TO BE FULLY BOUND, the parties have executed this Lease the day and year first above written.

Lessee:

DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S, M.S., L. POLLINA, D.D.S., P.C., a Missouri corporation

By: _____
Name: _____
Title: _____
Print Name: _____
Print Title: _____

Lessor:

Pollina Enterprises, LLC, a Missouri limited liability company,

By: _____
Print Name: _____
Print Title: Managing Member

State of _____
County of _____
On this ____ day of _____
before me personally appeared _____
to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
SEAL (signed) _____
Notary Public

DIANA F. SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: May 31, 2013
Commission # 09404038

EXHIBIT A

PREMISES DESCRIPTION

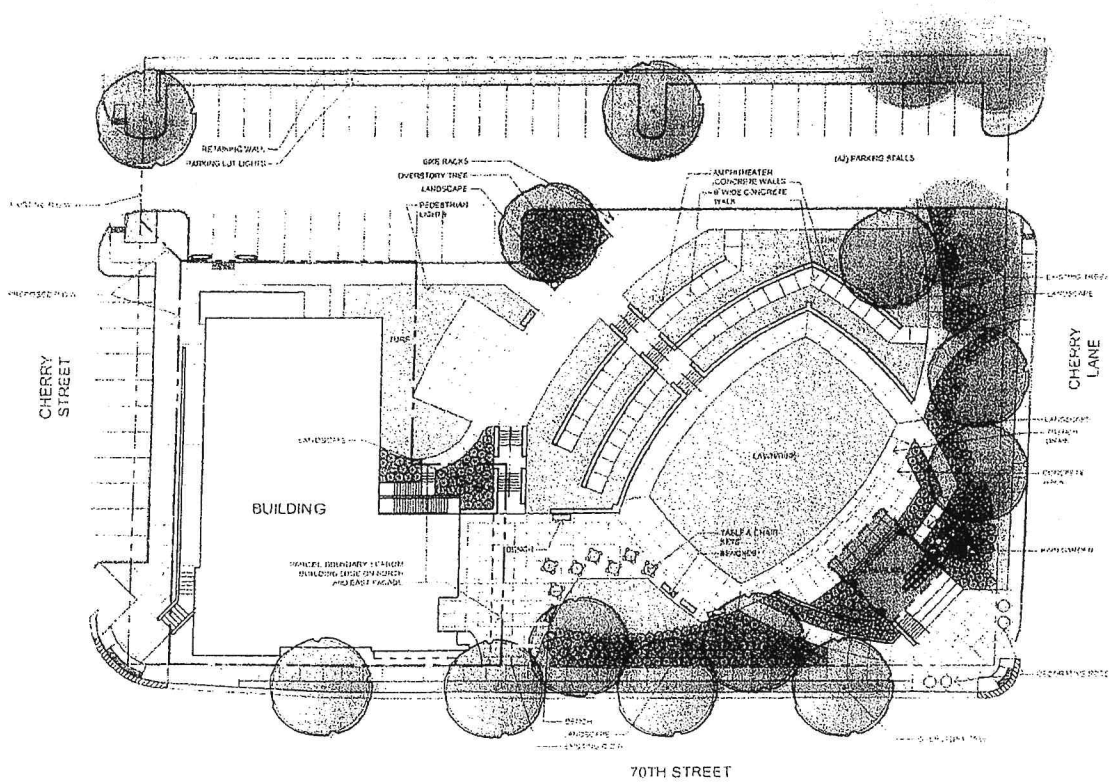
LEGAL DESCRIPTION:

ALL THAT PART OF LOTS 8, 9, AND 10, BLOCK 22, LINDEN, A PLATTED SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE S89° 42'29"E, ALONG THE SOUTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF N.E. 70TH STREET, AS NOW ESTABLISHED, A DISTANCE OF 14.20 FEET TO THE POINT OF BEGINNING; THENCE N00° 21'38"E, AND BEING 14.20 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 8, 9, AND 10, AND THE EAST RIGHT-OF-WAY LINE OF N. CHERRY STREET, AS NOW ESTABLISHED, A DISTANCE OF 140.47 FEET; THENCE S89°42'29"E, A DISTANCE OF 81.16 FEET; THENCE S00°21'38"W, A DISTANCE OF 70.95 FEET; THENCE S89°42'29"E, A DISTANCE OF 33.07 FEET; THENCE S00°21'38°W, A DISTANCE OF 69.52 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8 AND THE NORTH RIGHT-OF-WAY LINE OF SAID N.E. 70TH STREET; THENCE N89°42'29"W, ALONG THE SOUTH LINE OF SAID LOT 8 AND THE NORTH RIGHT-OF-WAY LINE OF SAID N.E. 70TH STREET, A DISTANCE OF 114.24 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.314 ACRES MORE OR LESS.

EXHIBIT B

FORM OF SUBLEASE WITH CITY OF GLADSTONE



01 SITE PLAN

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
[illegible]

ARCHITECT
SFS Architecture
[illegible]

CIVIL ENGINEER
Phelps Engineering, Inc
[illegible]

ELECTRICAL ENGINEER
Lightworks, Inc
[illegible]

STRUCTURAL ENGINEER
Bob D Campbell & Co Inc
[illegible]

LINDEN SQUARE
GLADSTONE VILLAGE CENTER

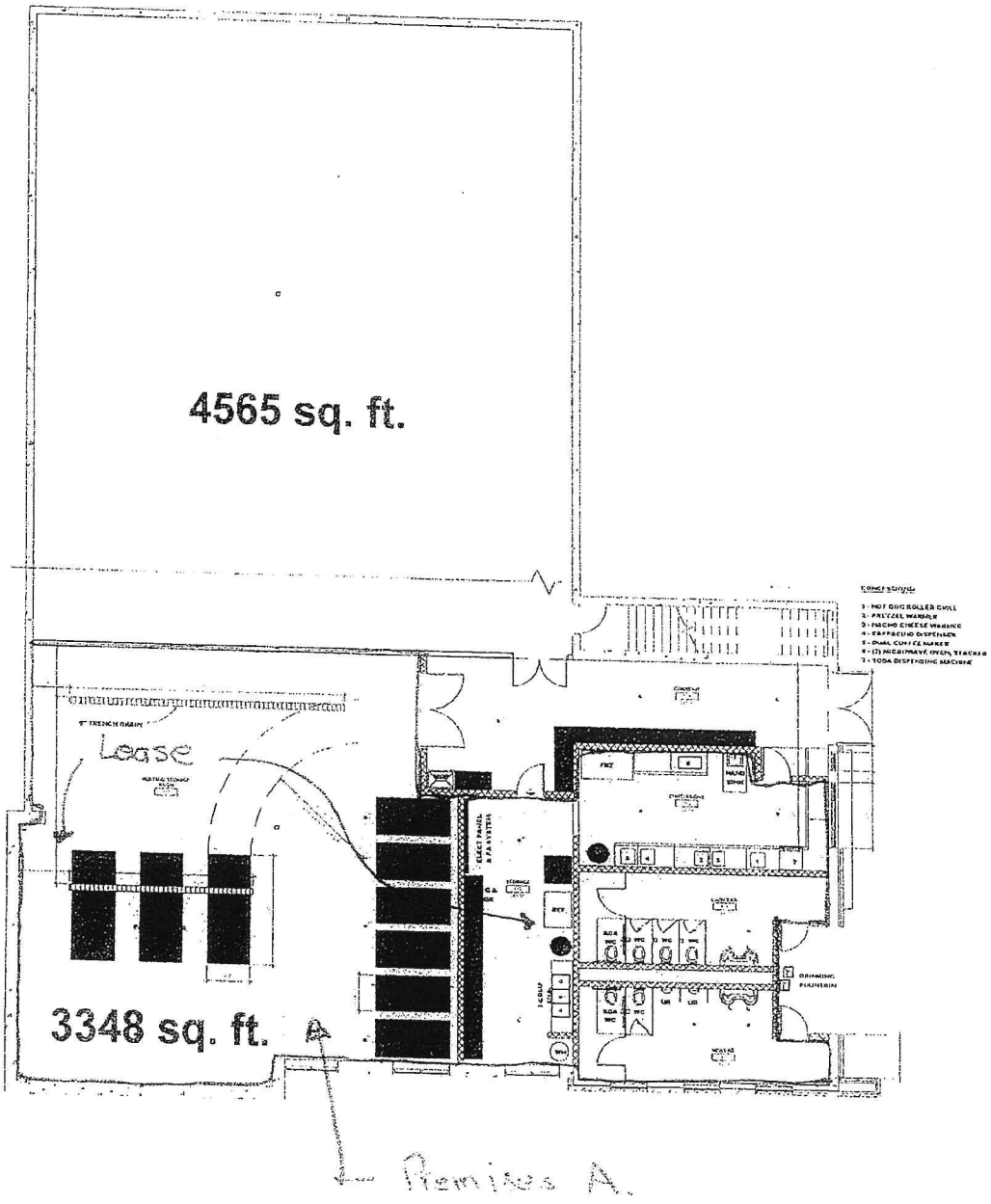
GLADSTONE, MISSOURI

REVISION SCHEDULE

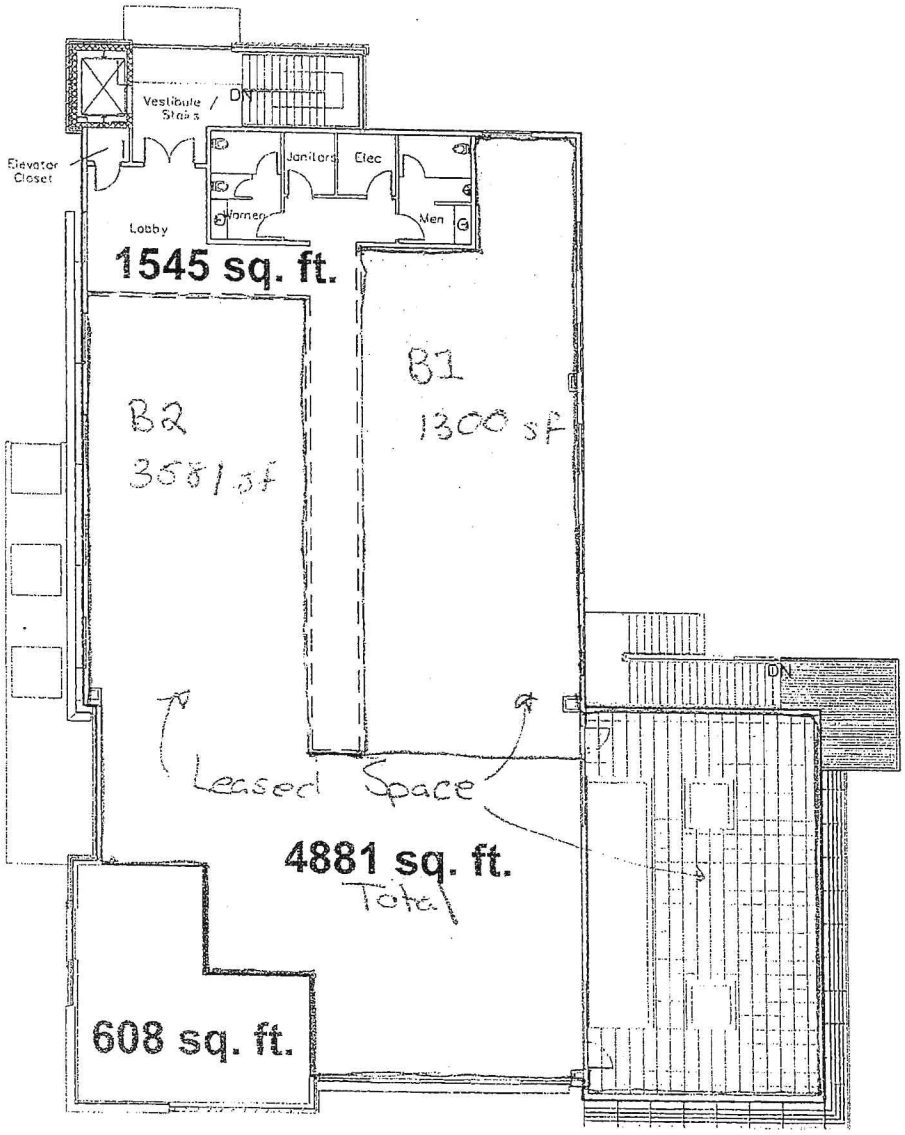
SITE PLAN
FULL BUILD-OUT

CONFLUENCE PROJECT NO. [illegible]

SP101



BASEMENT Ex B-1



Premises B1 and B2

SECOND FLOOR Ex B 5

Utilities.

Sub-Lessor shall cause the Premises to be separately metered. Sub-Lessee shall be responsible to make application and connections for necessary utility services for use in the Premises that are leased. Sub-Lessee shall be solely liable for utility charges for utilities serving the leased Premises as they become due, including, without limitation, those for sewer, water, gas, electricity, cable services, telephone services, and trash service. Sub-Lessor shall not be responsible for any interruption in utility services to the Premises.

IV. TAXES

Sub-Lessor shall pay on or before the last day on which payment may be made without penalty or interest, all taxes and assessments, or other governmental charges that shall or may during the Term be imposed on, or arise in connection with the use of the Building (the "Taxes"). Sub-Lessee shall be responsible for the payment of its Proportionate Share (defined below) of such Taxes in accordance with the provisions of Article VI hereof. Notwithstanding anything to the contrary herein, Sub-Lessee shall be solely responsible for all Taxes attributable to Sub-Lessee's personal property located within the Premises and to the Tenant Improvements.

V. INSURANCE

Commercial General Liability.

Throughout the Term, Sub-Lessee, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Sub-Lessor and Sub-Lessee, a policy of commercial general liability insurance (1986 ISO Form or its equivalent) with a combined single limit, each Occurrence and General Aggregate-per location, of at least $2,000,000.00, which policy shall insure against liability of Sub-Lessee, arising out of and in connection with Sub-Lessee's use of the Premises, and which shall insure the indemnity provisions contained in this Lease. Sub-Lessor and its lenders shall be named as an Additional Insured on any and all liability insurance policies required under this Lease. Such policy shall include contractural liability coverage covering Sub-Lessee's indemnification obligations under this Sublease with respect to covered claims. Sub-Lessee shall deliver to Sub-Lessor certificates of insurance, which shall declare that the respective insurer may not cancel the same in whole or in part without giving Sub-Lessor written notice of its intention to do so at least ten (10) days in advance.

Sub-Lessor will maintain a policy of commercial general liability insurance (1986 ISO Form or its equivalent) with a combined single limit, each Occurrence and General Aggregate-per location, of at least $2,000,000.00, which policy shall insure against claims for bodily injury, death or property damage occurring upon, in or about the Building, such insurance to afford protection to Sub-Lessor, its lenders and agents

Property Insurance.

Effective at the time Sub-Lessee takes possession of the Premises, Sub-Lessee, at its own cost and expense, shall carry the equivalent of ISO Special Form Property Insurance on Sub-Lessee's property with coinsurance waived. For purposes of this provision, Sub-Lessee's property shall mean Sub-Lessee's personal property and fixtures, and any Tenant Improvements to the Premises.

Workers Compensation.

Sub-Lessor and Sub-Lessee shall each maintain workers compensation insurance as required by Laws and which shall include employer's liability insurance for all employees of such party, in accordance with the statutory limits required by Laws.

VI. OPERATING EXPENSES

Sub-Lessor and Sub-Lessee acknowledge that this Sublease is a triple net lease agreement.

VII. INDEMNITY

Sub-Lessor shall indemnify and hold Sub-Lessee harmless from and against liability to the extent arising from the Sub-Lessor's operations or activities at the Building, any act, omission, negligence, or misconduct of Sub-Lessor and/or the Sub-Lessor Parties. Sub-Lessee shall indemnify and hold Sub-Lessor harmless from and against liability to the extent arising from the Sub-Lessee's operations or activities at the Building, any act, omission, negligence, or misconduct of Sub-Lessee and/or the Sub-Lessee Parties.

VIII. ASSIGNMENT & SUBLEASE

Sub-Lessee may assign this Sublease or sublease all or substantially all of the premises in a single transaction or related transactions with the prior written consent of Sub-Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In connection with any assignment or subletting, Sub-Lessee shall (i) provide notice to Sub-Lessor specifying the name, address and employer identification number or the assignee or sublessee. Sub-Lessor shall have fourteen (14) days to approve and/or disapprove the proposed assignment or subletting. Failure to approve or disapprove a proposed assignment or subletting within such fourteen (14) day period shall constitute a deemed approval. Notwithstanding Sub-Lessor's consent to any assignment or subletting, no such assignment or sublease, nor any amendment thereto, shall be effective unless and until Sub-Lessee delivers to Sub-Lessor within ten (10) days of execution thereof, a duplicate original of the fully-executed instrument of assignment or sublease or amendment.

Notwithstanding any assignment of this Sublease or subletting of all or part of the Premises, Sub-Lessee shall remain liable for the payment of the Rent and for the timely observance and performance of all the terms, covenants and conditions of this Sublease on the Sub-lessee's part to be performed or observed.

Sub-Lessee agrees it will not sublease space in the Premises for medical uses nor will it be permitted to assign this Sublease to any person or entity for use for any medical purposes, it being expressly agreed that no medical use shall be permitted within the Premises and it shall not be unreasonable for Sub-Lessee to disapprove any proposed assignment or subletting which would allow any portion of the Premises to be used for any medical purposes.

IX. CASUALTY DAMAGE & DESTRUCTION

If the Premises are damaged or destroyed by fire or other cause, Sub-Lessor shall give Sub-Lessee prompt notice of such event and shall repair such damage and restore the Premises to the condition existing prior to such damage or destruction and to a standard and quality no less than the construction of the original improvements; provided, however, that Sub-Lessor shall not be responsible for repairing any damage or destruction to the Tenant Improvements. Rent shall abate if Sub-Lessee is dispossessed of the Premises for any period longer than 30 days. Rent shall not resume until such time as the local permitting authority certifies the Premises may be occupied. If such certification does not occur on the first day of the month then rent payments shall be prorated for the number of days of the particular month Sub-Lessee is in actual possession.

If the leased Premises A and B1 are damaged or destroyed by fire or other cause during the last five (5) years of the initial twenty-five (25) year term and such damage or destruction was not caused by the misconduct of Sub-Lessor and the cost to restore the Premises, as reasonably estimated, would equal or exceed 50% of the full replacement cost of the improvements, Sub-Lessor may, at its option, terminate this Sublease by notice given to Sub-Lessee no later than sixty (60) days after such fire or other casualty event,

X. DEFAULT & REMEDIES

Default.

Sub-Lessor may give Sub-Lessee notice of termination of this Sublease if one or more of the following events occur:

1. Sub-Lessee fails to pay Rent when the same is due and payable under the terms of this Sublease and such failure continues for a period of ten (10) days after written notice thereof is given to Sub-Lessee; or

2. Sub-Lessee, whether by action or inaction, fails to timely perform or observe any of the other terms, covenants or conditions of this Sublease and such default is not remedied within twenty (20) days after written notice thereof is given to Sub-Lessee, provided that if such default cannot, with reasonable diligence, be fully remedied within such 20-day period, Sub-Lessee shall have as long as is reasonably necessary to cure such default, but in no event longer than three (3) months after the date such default notice is given to Sub-Lessee; provided Sub-Lessee commences compliance within such 20-day period and thereafter pursues compliance to completion with reasonable diligence; or

3. Sub-Lessee deserts or abandons the Premises or any portion thereof for 30 or more consecutive days.

Remedies.

If this Sublease is terminated pursuant to the above-described causes, then Sub-Lessee shall immediately vacate the Premises and surrender the Premises to Sub-Lessor in good order, condition and repair, excepting reasonable wear and tear and damage that is not Sub-Lessee's obligation to repair. Sub-Lessor may relet the Premises, or any portion of the Premises, from time to time, in the name of the Sub-Lessor, Sub-Lessee or otherwise, as determined by Sub-

Lessor, to any person and on any terms, but Sub-Lessor shall have no obligation to relet the Premises.

Sub-Lessee shall pay Sub-Lessor all Rent payable to the date on which this Sublease is terminated or Sub-Lessor reenters or obtains possession of the Premises; and any costs and expenses incurred by Sub-Lessor in connection with the termination, reentry or obtaining of possession, and the reletting of the Premises, including all repossession costs, reasonable attorneys' fees and expenses of repairing damage that is Sub-Lessee's obligation to repair.

XI. MISCELLANEOUS

Sub-Lessee Right to Terminate.

Sub-Lessor shall give notice to Sub-Lessee of any sale, assignment or transfer of all or any part of Pollina's interest in the property prior to the effective date of such a transfer. If, during the Term, Pollina sells the Building, assigns the Prime Lease, or otherwise leases the first floor of the Building to an entity not providing dentistry, then Sub-Lessee may terminate this Sublease by delivery of written notice of termination to Sub-Lessor (the "Termination Notice"), which Termination Notice must be delivered to Sub-Lessor within thirty (30) days after Sub-Lessor notifies Sub-Lessee of the proposed sale, assignment and/or lease, and which termination shall be effective as of the effective date of such sale, assignment and/or transfer and Sub-Lessee shall be relieved of all obligations and liabilities under this Sublease accruing after such termination. Notwithstanding any delivery of the Termination Notice to Sub-Lessor, if Pollina does not proceed with the proposed sale, assignment and/or lease, then such termination shall be null and void and the provisions of this Sublease shall remain in full force and effect.

If any of the following events occur then Sub-Lessee may terminate this Sublease by delivery of written notice to Sub-Lessor and Sub-Lessee shall be relieved of all obligations and liabilities accruing from and after the date of such termination: if Sub-Lessor or Pollina file for Bankruptcy (whether Voluntary or Involuntary); if Pollina suffers insolvency proceedings of any kind, which proceedings are not discharged within sixty (60) days after the filing thereof; if Pollina defaults on any loans related to the property or building; if Pollina commits an assignment for the benefit of creditors; the appointment of a receiver over the Building, which receiver is not discharge within sixty (60) days after its appointment; or the abandonment of the first floor premises for more than thirty (30) days.

Trash.

Sub-Lessee agrees to provide to Sub-Lessor space to accommodate a commercial dumpster within 300 feet of the Building in a location reasonably acceptable to Sub-Lessor.

Event Coordination.

Sub-Lessee agrees to provide a schedule of activities planned on the adjoining public space on, at minimum, an annual basis. The parties may agree to meet more frequently if additional coordination is necessary. Both parties agree to work cooperatively and in good faith to minimize public parking conflicts. Issues related to operation and conflict with activities shall be directed to the Director of Parks and Recreation. If a satisfactory resolution is not achieved, the Sub-Lessor may provide concerns in writing to the City Manager.

Notices.

All notices by either party to the other shall be made by depositing such notice in the certified mail of the Untied States of America, postage prepaid, return receipt requested, and such notice shall be deemed to have been served on the date of such depositing in the certified mail unless otherwise provided. All notices to Sub-Lessor shall be made at Sub-Lessor's address as set out in the introductory paragraph hereof, or at such other address as Sub-Lessor may from time to time designate in writing to Sub-Lessee, and all notices to Sub-Lessee shall be at the following, or at such other address as Sub-Lessee may from time to time designate in writing to Sub-Lessor:

Legal Notices:
Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____ Fax number: _____
E-mail: _____

Sub-Lessee Billings:
Contact Name: _____
Address: _____
Phone number: _____ Fax number: _____
E-mail: _____

Amendments.

Oral agreements in conflict with any of the terms of this sublease shall be without force and effect, all amendments to be in writing executed by the parties or their respective successors in interest.

Holding Over.

Any holding over after the expiration of the Term with the consent of Sub-Lessor shall be construed to be a tenancy from month to month and Sub-Lessee shall be charged the rental rate of 100% of Base Rent during such holding over period.

Attorney Fees.

If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal thereon shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court in the same or separate suit, and whether or not such action is pursued to decision or judgment.

Partial Invalidity.

If any term or condition of this Sublease or the application thereof to any person or event shall to any extent be invalid or unenforceable, the remainder of the Sublease in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Sublease shall be valid and enforced to the fullest extent permitted by law.

Successors.

Except as herein otherwise provided, this Sublease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Signatures.

This Sublease Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Sublease Agreement, a document signed and transmitted by facsimile machine or a scanned image, such as a pdf, via e-mail is to be treated as an original document.

Recording.

A Memorandum of Lease Agreement or a like document shall be jointly drafted and subsequently recorded in the land records maintained by the Clay County Recorder of Deeds

Law.

This Sublease shall be construed according to the laws of the State of Missouri.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease- Agreement the day and year first above written and are duly authorized to execute the same.

EXECUTED IN DUPLICATE.

SUB-LESSOR: DENTISTRY FOR CHILDREN, V. RODMAN, JR., D.D.S, M.S., L. POLLINA, D.D.S., P.C., a Missouri corporation

By: Dentistry For Children
Name:
Title: President

SUB-LESSEE: CITY OF GLADSTONE

By: _____
Kirk L. Davis, City Manager

STATE OF MISSOURI)
) §
COUNTY OF CLAY)

BE IT REMEMBERED, that on this 9 day of August 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appears Lewis A. Bilka, who is known to me to be the person who executed the above and foregoing instrument and acknowledged the execution of the same.

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

Rebecca Jarrett
Notary Public

My Commission Expires: 11-11-14

REBECCA JARRETT
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2014
Commission #10392947

STATE OF MISSOURI)
) §
COUNTY OF CLAY)

BE IT REMEMBERED, that on this ___ day of _____ 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appears Kirk L. Davis, City Manager, who is known to me to be the person who executed the above and foregoing instrument and acknowledged the execution of the same.

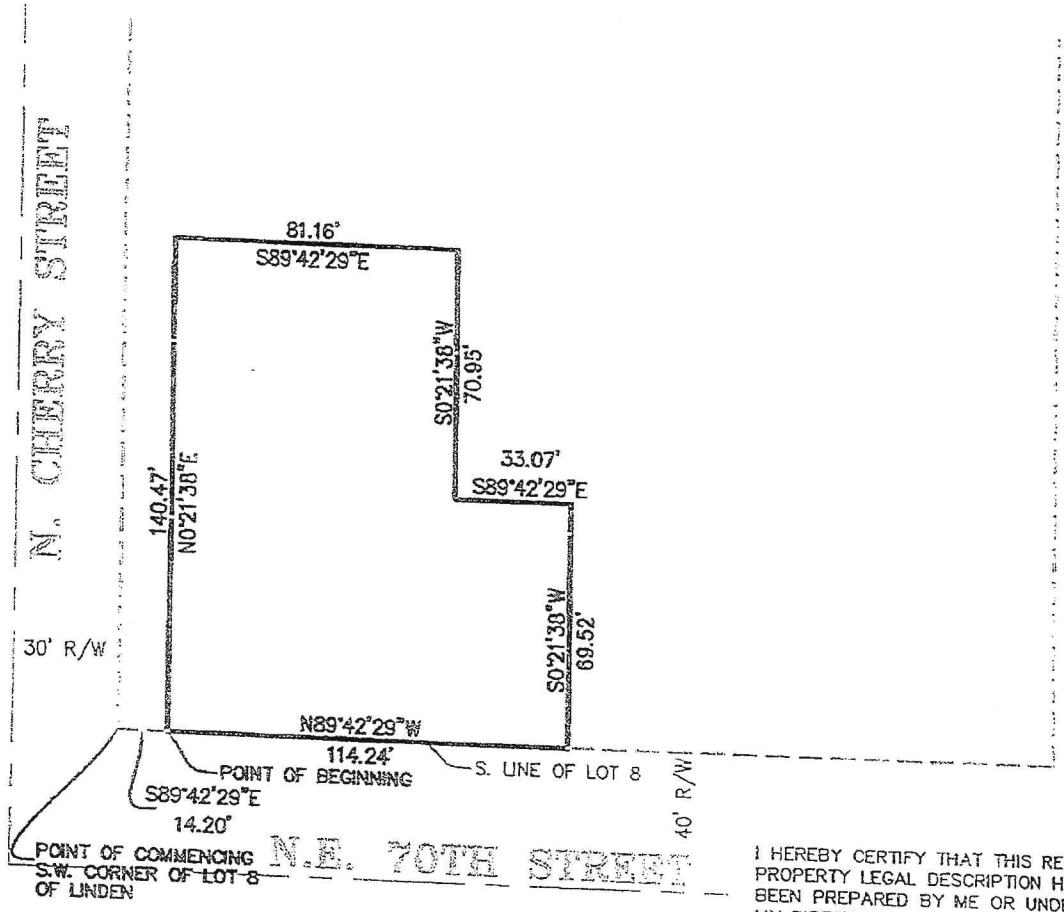
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

_____
Notary Public

My Commission Expires:

EXHIBIT "A"

DENTAL BUILDING LEGAL DESCRIPTION
PART OF THE N.E. 1/4 SECTION 23, T. 51 N., R. 33 W.,
IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI.



I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

BY: _____
DOUGLAS E. UBBEN, MO. PLS 2004

SCALE: 1"=100'

0' 100'

Z:\P\110510\dwg\PLANS 2-28-12\EXHIBIT FOR PROPERTY.dwg Layout: 2 Apr 05, 2012 - 7:51am JEANETTE OPAT

PLANNING
ENGINEERING
IMPLEMENTATION

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061

(913) 393-1155
Fax (913) 393-1166
www.phelpsengineering.com

PROJECT NO. 110510
DATE: 4-2-12
BY: JMO

EXHIBIT "A"
DENTAL BUILDING LEGAL DESCRIPTION
PART OF THE N.E. 1/4 SECTION 23, T. 51 N., R. 33 W., IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI.

LEGAL DESCRIPTION:

ALL THAT PART OF LOTS 8, 9, AND 10, BLOCK 22, LINDEN, A PLATTED SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE S89°42'29"E, ALONG THE SOUTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF N.E. 70TH STREET, AS NOW ESTABLISHED, A DISTANCE OF 14.20 FEET TO THE POINT OF BEGINNING; THENCE N00°21'38"E, AND BEING 14.20 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 8, 9, AND 10, AND THE EAST RIGHT-OF-WAY LINE OF N. CHERRY STREET, AS NOW ESTABLISHED, A DISTANCE OF 140.47 FEET; THENCE S89°42'29"E, A DISTANCE OF 81.16 FEET; THENCE S00°21'38"W, A DISTANCE OF 70.95 FEET; THENCE S89°42'29"E, A DISTANCE OF 33.07 FEET; THENCE S00°21'38"W, A DISTANCE OF 69.52 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8 AND THE NORTH RIGHT-OF-WAY LINE OF SAID N.E. 70TH STREET; THENCE N89°42'29"W, ALONG THE SOUTH LINE OF SAID LOT 8 AND THE NORTH RIGHT-OF-WAY LINE OF SAID N.E. 70TH STREET, A DISTANCE OF 114.24 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.314 ACRES MORE OR LESS.

I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

BY: _____
DOUGLAS E. UBBEN, MO-PLS 2304

Z:\P\110510\dwg\PLANS 2-28-12\EXHIBIT FOR PROPERTY.dwg Layout:1 Apr 05, 2012 - 7:52am JEANETTE OPAT

PLANNING ENGINEERING IMPLEMENTATION
PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166
www.phelpsengineering.com

PROJECT NO. 110510
DATE: 4-2-12
BY: JMO

August 8th,2012

To: Pollina Enterprises LLC
231 N. W. 72nd Street
Gladstone, Mo 64118

From: Dentistry for Children
231 NW 72nd Street
Gladstone, Mo 64118

RE: Subleasing a portion of the building

Dear Dr. Pollina,

Dentistry for Children is requesting the opportunity to sublease the second floor and a portion of the basement to the city. See exhibit attached outlining the areas to be subleased and the proposed lease between the city and Dentistry for Children as reference as to the parties intentions.

Sincerely,
Linda Beaubien
Office Manager