

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AMENDMENT TO THE OFFICE SUBLEASE AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AS SUB-LESSOR, AND CALVIN, EDDY, & KAPPELMAN, INC. AS SUB-LESSEE, FOR OFFICE SPACE LOCATED ON THE SECOND FLOOR OF THE BUILDING AT 7001 NORTH CHERRY, GLADSTONE, MISSOURI 64118.

WHEREAS, Pollina Enterprises, LLC, a Missouri limited liability company (“Pollina”) constructed a two story (with additional basement space) office building (“Building”) with the common address of 7001 North Cherry, Gladstone, Missouri, 64118; and

WHEREAS, On August 7, 2012, Pollina Enterprises, LLC, leased the entire Building to Dentistry for Children, V. Rodman, Jr., M.S., L. Pollina, D.D.S., P.C., a Missouri professional corporation (“Dentistry”); and

WHEREAS, On August 9, 2012, Dentistry leased to Sub-Lessor certain portions of the Building, including the second floor of the Building consisting of approximately 6,426 square feet; and

WHEREAS, the lease entered into by Dentistry and Sub-Lessor grants Sub-Lessor the ability to sublease all or substantially all of the premises subject to that lease; and

WHEREAS, on July 17, 2017, Sub-Lessor entered into an Office Sublease Agreement (the “Sublease”) with Calvin, Eddy, & Kappelman, Inc. (“Sub-Lessee”) for certain portions of the second floor of the Building, as more particularly described in the Sublease; and

WHEREAS, the Sublease provides for an Initial Term of ten (10) years, with the Sub-Lessee having the right to extend for two successive five (5)-year Renewal Terms; and

WHEREAS, the City of Gladstone and Calvin, Eddy, & Kappelman, Inc. desire to amend the Sublease to revise the following provisions:

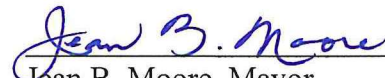
- 1. Exercise of Renewal Term.** The Sub-Lessee hereby irrevocably exercises its option to extend the Sublease for the first Renewal Term of five (5) years commencing upon expiration of the Initial Term. All references in the Sublease to the “term” or “Initial Term” shall include the Renewal Term unless the context requires otherwise.
- 2. Immediate Rent Adjustment.** Effective immediately upon execution of this Amendment (or as of the first day of the next calendar month following execution, whichever is later), the monthly base rent shall be reduced by \$650.00 to eliminate the monthly cleaning and supply fee component. The adjusted monthly base rent during the remainder of the Initial Term shall be \$3,152.33.
- 3. Rent During Renewal Term.** Effective as of the commencement of the Renewal Term, the annual base rent shall be \$48,312.00, payable in equal monthly installments of \$3,376.00. All other rent provisions remain unchanged.
- 4. One-Time Rent Credit.** Landlord shall provide Tenant with a one-time rent credit in the amount of \$375.00, to be applied against the first monthly rent payment due under the Renewal Term.

- 5. Maintenance and Janitorial Amendments.** New provisions are added as Section III.A making the Sub-Lessee solely responsible, at its sole cost and expense, for routine maintenance of plumbing fixtures within the Premises, all janitorial, cleaning, housekeeping services, consumable supplies, and Tenant’s proportionate share of any Common Area cleaning, with Landlord having no obligation to provide such services.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into the proposed Lease Amendment with Calvin, Eddy, & Kappelman, Inc., on the terms and conditions described herein and as more particularly set forth in the Lease Amendment document attached and to take any other such measures as may be required.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27TH DAY OF APRIL 2026.



Jean B. Moore, Mayor

ATTEST:



Kris Keller, City Clerk

First Reading: April 27, 2026

Second Reading: April 27, 2026



Request for Council Action

RES # City Clerk Only

BILL # 26-12

ORD # 4.729

Date: 4/20/2026

Department: General Administration

Meeting Date Requested: 4/27/2026

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

Subject: Calvin, Eddy, & Kappelman, INC. (CEK Insurance) - Lease Amendment

Background:

Calvin, Eddy, & Kappelman, Inc. (CEK Insurance) sub-leases office space on the second floor of the Dentistry for Children building from the City of Gladstone. They entered into the original sublease in 2017 for a ten-year initial term and are now exercising their first five-year renewal option. City Staff has negotiated with Calvin, Eddy, & Kappelman, Inc. an amendment to the current sublease subject to City Council approval. The amendment removes the \$650 monthly cleaning fee, adjusts the monthly base rent during the remainder of the initial term to \$3,152.33 and during the renewal term to \$3,376.00, provides a one-time \$375 rent credit, and shifts all routine maintenance and janitorial responsibilities to the tenant. The Resolution on tonight's agenda formally approves the lease extension.

Public/Board/Staff Input: City Staff recommends approval.

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

Austin Greer
Assistant City Manager

JA
City Attorney

BB
City Manager

LEASE AMENDMENT

This Lease Amendment ("Amendment") is entered into as of April 28, 2026, by and between:

Sub-Lessor / Landlord: City of Gladstone, Missouri, a municipal corporation, with principal office at 7010 N. Holmes, Gladstone, MO 64118 ("Landlord"), and

Sub-Lessee / Tenant: Calvin, Eddy, & Kappelman, Inc., with principal office at 1011 Westdale Rd, Lawrence, KS 66049 ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Office Sublease Agreement dated July 17, 2017 (the "Sublease"), for premises located on the second floor of the building at 7001 N. Cherry, Gladstone, Missouri 64118 (the "Premises"), as more particularly described in the Sublease;

WHEREAS, the Initial Term of the Sublease is ten (10) years, with Tenant having the right to extend for two successive five (5)-year Renewal Terms;

WHEREAS, Tenant hereby exercises its first Renewal Term (the first five-year extension option under the Sublease) in accordance with Section II of the Sublease;

WHEREAS, the parties desire to amend certain terms of the Sublease as set forth below, including immediate adjustment of the current monthly rent to reflect removal of a \$650 monthly cleaning fee component (which is no longer applicable as the current term concludes) and further adjustment upon commencement of the Renewal Term;

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. Exercise of Renewal Term.** Tenant hereby irrevocably exercises its option to extend the Sublease for the first Renewal Term of five (5) years, commencing upon expiration of the Initial Term (the "Renewal Term"). All references in the Sublease to the "term" or "Initial Term" shall include the Renewal Term unless the context requires otherwise. The Sublease, as amended hereby, shall continue in full force and effect during the Renewal Term.
- 2. Immediate Rent Adjustment (Effective Now).** Effective immediately upon execution of this Amendment (or as of the first day of the next calendar month following execution, whichever is later), the monthly base rent shall be reduced by \$650.00 to eliminate the monthly cleaning and supply fee component that is no longer applicable. The adjusted monthly base rent during the remainder of the Initial Term shall be \$3,152.33 (\$3802.33 - \$650.00).
- 3. Rent During Renewal Term.** Effective as of the commencement of the Renewal Term, the annual base rent shall be \$48,312.00 (calculated as the originally scheduled Renewal Term base rent of \$4,026 monthly. Reduced by \$650.00 monthly due to the elimination of the monthly cleaning and supply fee referenced above), payable in equal monthly installments of \$3,376.00. All other rent provisions (including additional rent for operating costs, pro-rata share, annual increases not to exceed 5%, and sales tax) remain unchanged.

4. **One-Time Rent Credit.** Landlord shall provide Tenant with a one-time rent credit in the amount of \$375.00, to be applied against the first monthly rent payment due under the Renewal Term (representing reimbursement of Tenant's initial cleaning charge).
5. **Maintenance and Janitorial Amendments.** The following provisions are added as a new Section III.A to the Sublease (immediately following the existing maintenance provisions in Section III):

III.A. Tenant Maintenance and Janitorial Obligations

1. Tenant shall be solely responsible, at Tenant's sole cost and expense, for routine maintenance of plumbing fixtures within the Premises, including unclogging toilets, sinks, and drains caused by normal use or Tenant negligence (such as hair, soap scum, food particles, excessive toilet paper, wipes, or other improper items). Landlord shall not be responsible for clearing routine stoppages or clogs unless caused by defective plumbing, structural issues, or other causes beyond Tenant's control (as reasonably determined by a licensed plumber if disputed).
2. Tenant shall be solely responsible, at Tenant's sole cost and expense, for providing all janitorial, cleaning, and housekeeping services within the Premises, including regular cleaning of floors, walls, windows, fixtures, restrooms, break areas, and all other interior spaces. Tenant shall maintain the Premises in a clean, sanitary, neat, and orderly condition at all times, consistent with first-class standards for similar properties.
3. Landlord shall have no obligation to provide any janitorial, cleaning, or housekeeping services to the Premises and shall not supply, replace, or reimburse Tenant for any cleaning supplies, materials, or equipment.
4. Tenant shall supply and maintain, at Tenant's sole cost and expense, all necessary consumable supplies for the Premises and any common areas used exclusively or primarily by Tenant, including toilet paper, paper towels, hand soap, trash bags, cleaning agents, interior light bulbs, and similar items.
5. With respect to Common Areas (including hallways, restrooms, conference room, lobbies, entrances, and shared spaces), Tenant shall: (a) keep such areas clean and free of debris, trash, or obstructions caused by Tenant's use, employees, agents, or invitees; and (b) be responsible for paying Tenant's proportionate share (pro rata based on rentable square footage or as otherwise agreed among tenants) of any professional cleaning services for the Common Areas if collectively determined necessary by the tenants.
6. Any cleaning, repair, or maintenance in the Common Areas necessitated by Tenant's negligence, misuse, or failure to comply with this Section shall be performed at Tenant's sole expense upon demand by Landlord.

Except as expressly amended herein, all other terms and conditions of the Sublease (including the Shared Conference Room Agreement attached as Exhibit 2) remain in full force and effect and are ratified and confirmed.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and may be delivered electronically (including PDF). This Amendment shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LANDLORD: City of Gladstone, Missouri

By: [Signature] Name: Robert M. Buer Title: City Manager

TENANT: Calvin, Eddy, & Kappelman, Inc.

By: Joseph M. Dold Name: owner Title:

[Signature]