

**RESOLUTION NO. R-18-66**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LAND USE AGREEMENT WITH KELLY S. TAYLOR, CPA, PC, TO INSTALL A NEW BUSINESS SIGN AS PART OF THE PLEASANT VALLEY ROAD IMPROVEMENTS PROJECT FROM NORTH INDIANA AVENUE TO NORTH BRIGHTON AVENUE; CITY PROJECT #TP1411; FEDERAL PROJECT #STP-3323(407).**

**WHEREAS**, Kelly S. Taylor, CPA, PC, is a corporation providing accounting services located within the City of Gladstone, Missouri; and

**WHEREAS**, Kelly S. Taylor, CPA, PC, owns and maintains an existing business sign at 6606 Northeast Antioch Road, Gladstone, Missouri; and

**WHEREAS**, the City of Gladstone has completed street improvements that realigned Northeast Antioch Road in the vicinity of the property as part of the Pleasant Valley Road Improvements project from North Indiana to North Brighton; and

**WHEREAS**, Kelly S. Taylor, CPA, PC, has requested that new business sign at 6606 Northeast Antioch Road, Gladstone, Missouri, be located closer to the new road location in City right-of-way; and

**WHEREAS**, Kelly S. Taylor, CPA, PA, and the City of Gladstone desire to establish the rights and responsibilities of each of them with respect to relocation of the sign and maintenance of the right-of-way adjacent to 6606 Northeast Antioch Road.

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

**THAT**, the City Manager is authorized to execute the agreement with Kelly S. Taylor, CPA, PC.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 12<sup>TH</sup> DAY OF NOVEMBER, 2018.**



\_\_\_\_\_  
Mayor Bill Garnos

Attest:



\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES  # *R-18-tdo*  
City Clerk Only

BILL  # City Clerk Only

ORD # City Clerk Only

Date: 11/7/2018

Department: Community Development

Meeting Date Requested: 11/12/2018

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

Subject: Land Use Agreement

Background: City of Gladstone has completed street improvements that realigned NE Antioch Road in the vicinity of 6606 NE Antioch Road as part of the Pleasant Valley Road Improvements from N. Indiana to N. Brighton. Kelly S. Taylor, CPA, PC owns and maintains the business sign in the area and has requested to install remove and install a new sign closer to the new road location in the City's right-of-way. The agreement specifies that the City will provide Kelly S. Taylor, CPA, PC access to the sign as needed to perform repairs and maintenance. Further, the agreement states that Kelly S. Taylor, CPA, PC will operate and maintain the sign as well as maintain and mow the grass adjacent to the property in the vicinity of the sign.

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

Public/Board/Staff Input: Staff recommends that the City enter into a Land Use Agreement with Kelly S. Taylor, CPA, PC.

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

Alan Napoli  
Community Development Administrator / Building Official

**LAND USE AGREEMENT  
BETWEEN  
KELLY S. TAYLOR, CPA, PC  
AND  
THE CITY OF GLADSTONE, MISSOURI**

**WHEREAS**, Kelly S. Taylor, CPA, PC is a corporation providing accounting services located within the City of Gladstone, Missouri; and

**WHEREAS**, Kelly S. Taylor, CPA, PC owns and maintains an existing business sign at 6606 NE Antioch Road, Gladstone, MO; and

**WHEREAS**, the City of Gladstone is scheduled to complete street improvements that will realign N Antioch Road in the vicinity of the property as part of the Pleasant Valley Road Improvements project from N. Indiana to N. Brighton; and

**WHEREAS**, Kelly S. Taylor, CPA, PC has requested that the existing business sign at 6606 NE Antioch Road, Gladstone, MO be relocated to a location closer to the new road location in City's Right-of-Way; and

**WHEREAS**, Kelly S. Taylor, CPA, PC and the City of Gladstone desire to establish the rights and responsibilities of each of them with respect to relocation of the sign and maintenance of the right of way adjacent to 6606 NE Antioch Road.

**NOW, THEREFORE**, the parties agree as follows:

1. **Parties:** The parties to this Agreement are Kelly S. Taylor, CPA, PC, a Missouri corporation, hereinafter Kelly S. Taylor, CPA, PC, and the City of Gladstone, Missouri, a municipal corporation, hereinafter "City".
2. **Effective date:** The effective date of this Agreement shall be the date of execution.
3. **Term:** The term shall be from execution until one or both parties decide to terminate said Agreement. A notice of termination shall be in writing via certified mail, return receipt requested or a nationally recognized overnight courier and effective 60-days after mailing to the City of Gladstone at 7010 N. Holmes Street, Gladstone, Missouri 64118 or to Kelly S. Taylor, CPA, PC at 6606 NE Antioch Road, Gladstone, MO 64119. In the event that only one party requests termination of this agreement, the removal or relocation of the sign to a mutually acceptable location shall be completed within 30-days of the effective termination date at the initiating party's sole expense.
4. **Mutual covenants:** In consideration of the mutual covenants contained herein, the parties hereto agree as follows:
  - A. **City's obligations:**

- i. Provide Kelly S. Taylor, CPA, PC with access to the sign as needed to perform repairs and maintenance.

**B. Kelly S. Taylor CPA, PC:**

- i. Will operate and maintain the sign at the new location; and
  - ii. Carry insurance naming the City of Gladstone as an additional insured providing liability and property damage coverage in the amount of \$10,000.00 on the sign, a copy of said insurance coverage shall be supplied to the City annually; and
  - iii. Any damage, defacement or maintenance shall be addressed in a timely manner; and
  - iv. Maintain and mow the grass adjacent and around the new sign and road improvements on NE 64<sup>th</sup> Street and N. Antioch Road.
5. **Maintenance:** Should the sign not be maintained in accordance with the conditions stated in 4B, the City shall, in writing, notify Kelly S. Taylor, CPA, PC. If within 90-days of such written notification said sign is not maintained, the City may remove the sign at its discretion. Any notice to Kelly S. Taylor, CPA, PC shall be effective when mailed in accordance with Item 3 above.
  6. **Waiver:** No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provisions; nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by all parties; nor will the waiver of any defect under this Agreement be deemed a waiver of any subsequent default of the same type. Any parties' failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by any other.
  7. **Amendment or modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument duly authorized.
  8. **Scope:** This Agreement constitutes the entire Agreement between the parties and no statement, promises, or inducements that are not contained in this Agreement will be binding on the parties.
  9. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the sovereign immunity of the City of Gladstone under any applicable state law.
  10. **Severability:** If any part, term or provision of this Agreement is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, all parties have executed this document this 3rd day of October, 2018

**CITY OF GLADSTONE, MISSOURI**

By: Scott Wingerson  
Scott Wingerson, City Manager

Attest:

Ruth Bicchino  
Ruth Bicchino, City Clerk

**KELLY S. TAYLOR, CPA, PC**

By: Kelly S. Taylor  
Kelly S. Taylor, CPA, PC, President

STATE OF Missouri  
COUNTY OF Clay ss.

On this 3rd day of October, 2018, before me, Kelly S. Taylor known to be the person described herein and who executed the foregoing instrumentation on behalf of Kelly S. Taylor, CPA, PC, and acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Clay County, Missouri, the day and year last above written.



Linda J Portwood

Notary Public Within Said  
County and State

My commission expires October 3 2018



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
8/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER TODD A NITSCHKE (19845) 4131 N MULBERRY DR STE 250 KANSAS CITY, MO 64116-0000	CONTACT NAME: TODD A NITSCHKE	
	PHONE (A/C, No, Ext): 816-407-9326	FAX (A/C, No): 816-407-9547
INSURED 5475051 NAGEL PROPERTY HOLDINGS LLC DBA KELLY TAYLOR CPA 6606 NE ANTIOCH RD STE A KANSAS CITY, MO 64119	E-MAIL ADDRESS: TODD.NITSCHKE@COUNTRYFINANCIAL.COM	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : COUNTRY Mutual Insurance Company	
	INSURER B :	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		
		NAIC # 20990

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

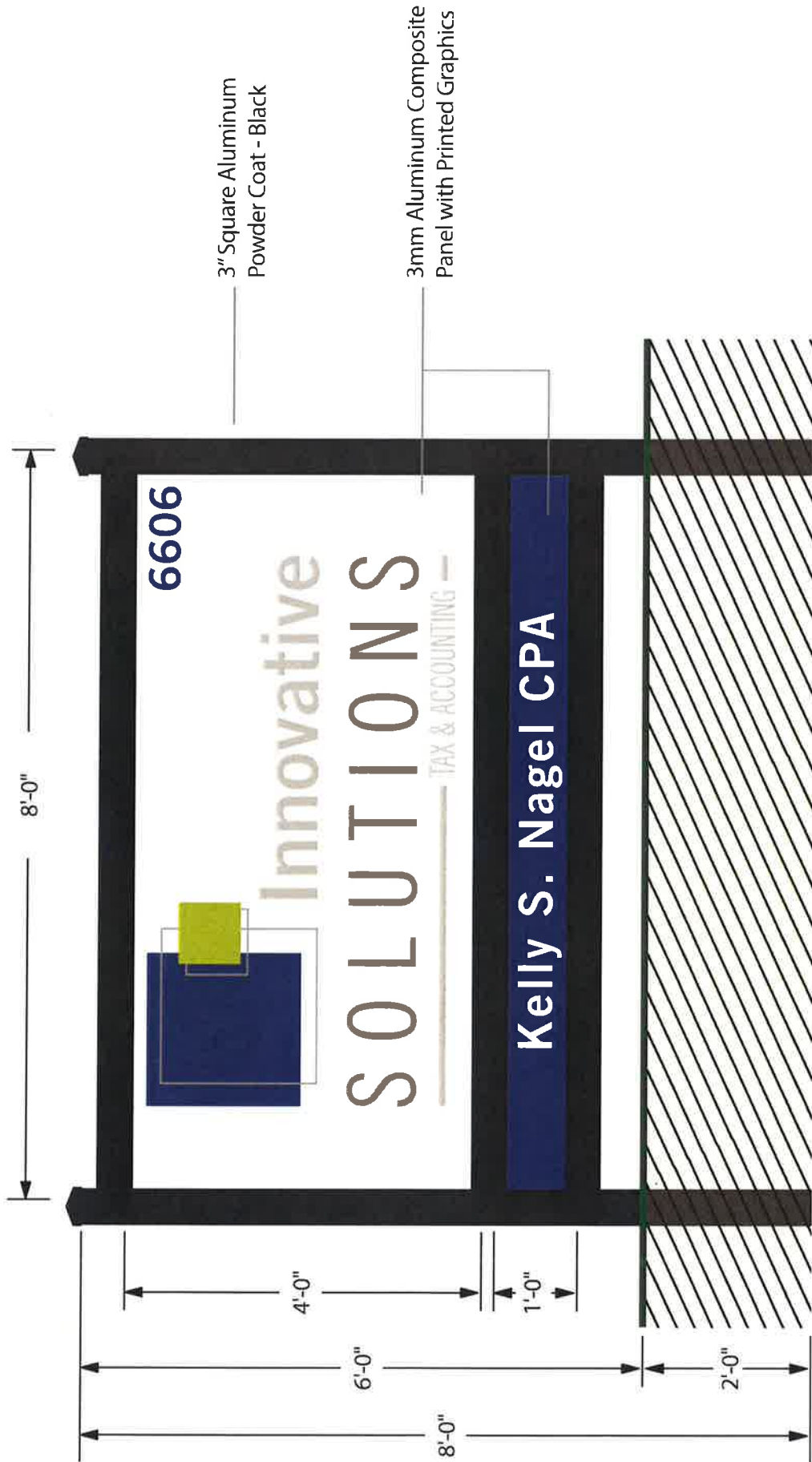
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Loc 1/Bldg 1/6606 NE ANTIOCH RD STE A, KANSAS CITY, MO 641191327  
 Limit for Busn Income and Extra Expense is actual loss sustained not to exceed one year

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input type="checkbox"/> PROPERTY		AM9228678	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> BUILDING	\$ 334,500	
	CAUSES OF LOSS					DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 77,600
	<input type="checkbox"/> BASIC					BUILDING \$1,000	<input checked="" type="checkbox"/> BUSINESS INCOME	\$ See Above
	<input type="checkbox"/> BROAD					CONTENTS	<input checked="" type="checkbox"/> EXTRA EXPENSE	\$ See Above
	<input checked="" type="checkbox"/> SPECIAL					\$1,000	RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE						BLANKET BUILDING	\$
	<input type="checkbox"/> WIND						BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD						BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/> Equip Breakdown							\$
	<input type="checkbox"/> INLAND MARINE					TYPE OF POLICY		
CAUSES OF LOSS					\$			
<input type="checkbox"/> NAMED PERILS		POLICY NUMBER			\$			
<input type="checkbox"/> CRIME					\$			
TYPE OF POLICY					\$			
<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$			
					\$			
					\$			
					\$			

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 \$10,000 COVERAGE FOR SIGN

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF GLADSTONE 7010 N HOLMES ST GLADSTONE, MO 64118	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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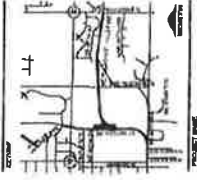




Landscaped Area

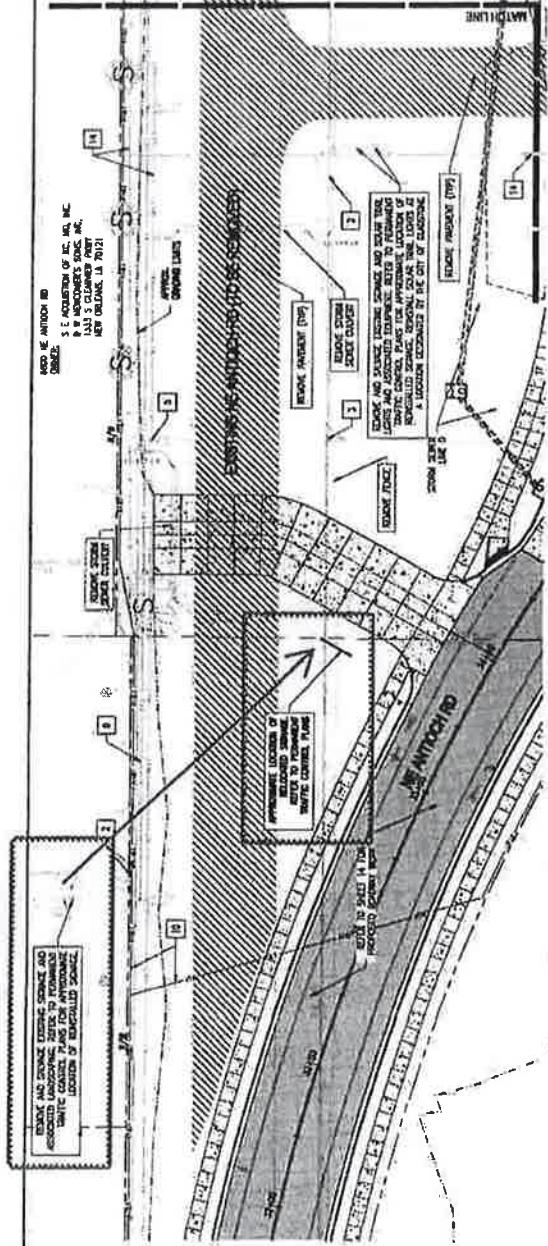
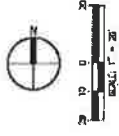
WALTER P MOORE

ENGINEER



PLEASANT VALLEY ROAD  
IMPROVEMENTS  
- N. INDIANA TO  
N. BRIGHTON  
GLADSTONE AND  
KANSAS CITY, MISSOURI  
CITY PROJECT NO. 274-2024(47)

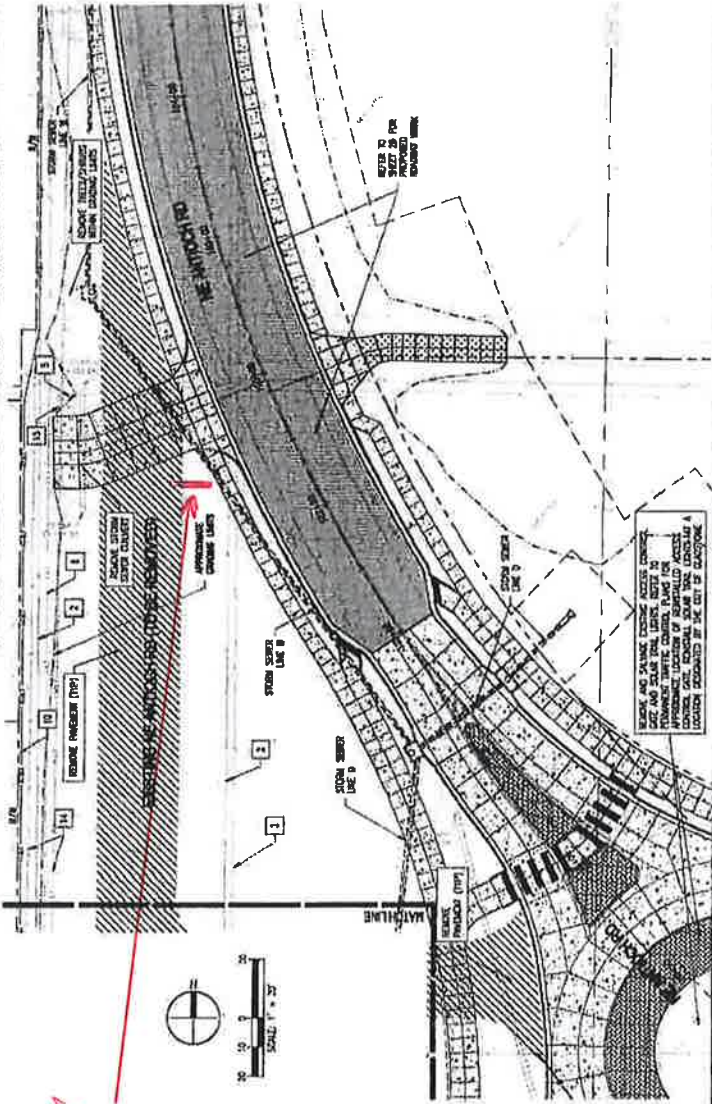
FINAL PLANS  
(FOR REVIEW)



**NOTES:**  
REMOVE AND/OR RELocate UNDERGROUND UTILITY AS SHOWN ON THIS SHEET. THE LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES AND REPORT ANY UNEXPECTED AND UNEXPECTED UTILITIES TO THE ENGINEER IMMEDIATELY.

**UTILITY NOTE:**  
REMOVE AND/OR RELocate UNDERGROUND UTILITY AS SHOWN ON THIS SHEET. THE LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES AND REPORT ANY UNEXPECTED AND UNEXPECTED UTILITIES TO THE ENGINEER IMMEDIATELY.

- CONSTRUCTION:**
1. ASH TO EXIST TOP OF UTILITY STRUCTURE TO PROPOSED GRADE.
  2. ASH TO EXIST TOP OF UTILITY STRUCTURE TO PROPOSED GRADE.
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  19. ASH TO EXIST TOP OF UTILITY STRUCTURE TO PROPOSED GRADE.
  20. ASH TO EXIST TOP OF UTILITY STRUCTURE TO PROPOSED GRADE.



**NOTES:**  
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*Approx  
New Sign  
Location*

DEMOLITION PLAN - NE  
ANTIOCH RD