CITY COUNCIL MEETING
September 18, 2024 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

The meeting can be viewed live on the City's website at
www.bluespringsgov.com/CityMeetingsLive

Anyone wishing to address the Mayor and Council, either in a Public Hearing or in the Visitors Section of the Agenda, must fill out a Speaker's Appearance Form. Forms are available online or located at the entrance of the Multipurpose Room. After completion, the form is to be given to the City Clerk prior to the start of the Council meeting.

Invocation and Pledge of Allegiance

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

   All matters under Item 3, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

   a. Minutes of the September 3, 2024 Special City Council meeting and September 3, 2024 City Council meeting
   b. Resolution No. 66-2024 appointing Successor Directors to the Sunset Plaza Community Improvement District
   c. Resolution No. 67-2024 approving a three-year Labor Agreement with the International Association of Machinists and Aerospace Workers Local 778
   d. Resolution No. 68-2024 approving staff retention payments for City employees
   e. Resolution No. 69-2024 approving a contract with OATS Transit for transportation services for Site Transportation to and from Vesper Hall
   f. Resolution No. 70-2024 approving a contract with OATS Transit for transportation services for Community Transportation to and from locations within Blue Springs
   g. Resolution No. 71-2024 approving a contract with OATS Transit for transportation services for day trips from Vesper Hall
   h. Resolution No. 72-2024 approving a three-year Labor Agreement with the Fraternal Order of Police for Police Officers
   i. Resolution No. 73-2024 approving a three-year Labor Agreement with the Fraternal Order of Police for Sergeants
   j. Resolution No. 74-2024 approving a three-year Labor Agreement with the

Fraternal Order of Police for Lieutenants.

4. Public Hearing – 2024 Tax Levy

5. Introduction and readings of Bill No. 5259 establishing the 2024 Tax Levy

6. Second reading of Bill No. 5254 approving the Fiscal Year 2024-25 Budget

7. Introduction and readings of Bill No. 5260 approving three Annexation Agreements for Ashlar Homes (ANNX-07-24-9240)

8. Second reading of Bill No. 5253 approving an Annexation for Ashlar Homes (ANNX-07-24-9240)

9. Introduction and readings of Bill No. 5261 amending the Code of Ordinances related to Golf Carts

10. Introduction and readings of Bill No. 5262 approving a contract with Lauber Municipal Law for legal services

11. Introduction and readings of Bill No. 5263 appointing Jennifer M. Baird of Lauber Municipal Law as City Attorney

12. Introduction and readings of Bill No. 5264 amending the Fiscal Year 2023-24 Annual Budget

13. Visitors

14. Councilmember Comments

15. Mayoral Announcements

16. **Executive Session** – Discussion related to Real Estate pursuant to Section 610.021 (2)

Miscellaneous Items

Planning Commission Meeting – Monday, September 23, 6:30 PM
Public Safety Citizens Advisory Board Meeting – Tuesday, September 24, 6:00 PM
City Council Meeting – Monday, October 7, 6:00 PM
Public Arts Commission Meeting – Wednesday, October 9, 4:00 PM
Planning Commission Meeting – Monday, October 14, 6:30 PM
Economic Development Council Meeting – Wednesday, October 16, 8:15 AM
Land Bank Meeting – Monday, October 21, 3:00 PM
City Council Meeting – Monday, October 21, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Friday, September 13, 2024.

Erin Ford, City Clerk

TO: Mayor, City Council,
Department Directors, and Press

FROM: Christine Cates
City Administrator

DATE: September 13, 2024

SUBJECT: Agenda Explanations

Item 3b – Appoint Successor Directors to the Sunset Plaza Community Improvement District
Adopt a Resolution appointing Successor Directors to the Sunset Plaza Community Improvement District. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 3c – Labor Agreement with International Association of Machinists and Aerospace Workers
Adopt a Resolution approving a three-year Labor Agreement with the International Association of Machinists and Aerospace Workers (IAM) Local 778 for certain Public Works employees. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 3d – Retention Payments for City Employees
Adopt a Resolution approving retention payments for City employees based upon employment through the effective date of November 15, 2024. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Items 3e, 3f & 3g – Contracts with OATS Transit for Transportation Services
Adopt three Resolutions approving one-year contracts with OATS, Incorporated dba OATS Transit (hereinafter OATS) totaling $162,740 for transportation services for seniors and disabled patrons in Blue Springs: (1) Site Transportation to and from Vesper Hall Monday – Friday; (2) Community Transportation to and from locations within Blue Springs city limits Tuesdays, Wednesdays, and Thursdays; and (3) Transportation to day trips from Vesper Hall. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Items 3h, 3i & 3j – Labor Agreements with Fraternal Order of Police
Adopt three Resolutions approving three-year Labor Agreement with the Fraternal Order of Police, West Central Missouri Regional Lodge 50 for Police Officers, Sergeants and Lieutenants. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Items 4 & 5 – 2024 Tax Levy
A public hearing is being held to receive public comment on the 2024 Property Tax Levy for the City of Blue Springs. Upon conclusion of the public hearing, a Bill establishing the 2024 Property

Tax Levy will be ready for introduction and readings. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 6 – Fiscal Year 2024-25 Budget
Second reading of Bill No. 5254 approving the Fiscal Year 2024-25 Budget. The public hearing was held, and the first reading of the Bill approved at the September 3, 2024 City Council meeting. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Items 7 & 8 – Ashlar Homes Annexation Agreements and Annexation
Passage of a Bill approving three Annexation Agreements with the fee simple owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, of property generally located north and south of 40 Highway and east of the Adams Pointe Golf Club, and second reading of Bill No. 5253 approving the annexation of the real property described above (71.62 +/- acres) into the City limits (Ashlar Homes) (ANNX-07-24-9240). The public hearing and first reading were on September 3, 2024. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 9 – Code Amendment related to Golf Carts
Passage of a Bill amending Sections 300.020 Definitions and 340.120 All-Terrain Vehicles Prohibited of the Code of Ordinances, City of Blue Springs, Missouri, to update definitions and language. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Items 10 & 11 – Contract with Lauber Municipal Law and Designate City Attorney
Passage of two Bills approving (1) a Contract for legal services with Lauber Municipal Law, LLC; and (2) approving appointment of Jennifer M. Baird of Lauber Municipal Law, LLC as City Attorney and establishing the compensation therefor. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 12 – Fiscal Year 2023-24 Budget Amendment
Passage of a Bill amending the 2023-24 annual budget increasing the previously adopted and amended budget of $89,097,411 by $2,515,206 to $91,612,617. Refer to Council Information Form from City Administrator Christine Cates for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF SPECIAL CITY COUNCIL MEETING
September 3, 2024

A Special Meeting of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, September 3, 2024, at 5:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Ron Fowler
Galen Ericson
Kent Edmondson - ABSENT
Susan Culpepper

CLOSED SESSION

At 5:01 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021 (12), Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Contract Negotiations and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Ericson and carried with the following votes:

Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson – Aye
Culpepper – Aye
Edmondson – ABSENT
Mayor Lievsay - Aye

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

DRAFT

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
September 3, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, September 3, 2024, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Ron Fowler
Galen Ericson
Kent Edmondson – ABSENT
Susan Culpepper

Also present were City Administrator Christine Cates, Interim City Attorney John Mullane, and City Clerk Erin Ford.

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:00 p.m. The City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

Councilmember Ericson moved to approve the Consent Agenda and the motion was seconded by Councilmember Tholen.

- Minutes of the August 19, 2024 City Council Meeting and Minutes of the August 22, 2024 City Council Special Meeting.
- **Resolution No. 64-2024** approving the disposition of Information Technology department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.
- **Resolution No. 65-2024** approving a contract in the amount of $758,150.00 with SFS Architecture, Inc., for architectural services for the renovation and expansion of the Public Works Operations Building. This is approved as CIP BF-19 for the Public Works Facility remodel and expansion.

The Consent Agenda was approved with the following vote:

Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson– Aye
Culpepper – Aye
Edmondson – Absent
Mayor Lievsay – Aye

PUBLIC HEARING – FLEX SPACES REZONING (RZ-07-24-9217) AND GENERAL DEVELOPMENT PLAN

Mayor Lievsay opened the Public Hearing to consider a Rezoning from General Business and Light Industrial to Light Industrial and a General Development Plan with an Alternative Development Standard for the development of Flex Spaces, an Office, Retail, Storage – Residential Warehouse development, on 4.19 +/- acres of land

DRAFT

(GDP-07-24-9218)

located at 3405 NW Jefferson Street at 6:01 p.m. (RZ-07-24-9217 and GDP-07-24-9218). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Development Review Manager Dave McCumber reviewed the details of the proposed Rezoning and General Development Plan and addressed questions from the Council.

APPLICANT

Kimley-Horn Civil Engineer Patrick Joyce shared a presentation on behalf of the applicant. A copy of the presentation is attached to the Exhibit and entered into the record.

Jared Jacobson of Elevated Ventures was present on behalf of the applicant and addressed questions from Council.

IN SUPPORT OF

Jeff Carl spoke in support of the proposed project.

The Mayor hearing no further comments for or against, closed the public hearing at 6:34 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5251 – FLEX SPACES REZONING (RZ-07-24-9217)

Councilmember Culpepper introduced Bill No. 5251 approving a Rezoning from General Business and Light Industrial to Light Industrial for 4.19 +/- acres of land located at 3405 NW Jefferson Street. City Clerk Erin Ford made the first reading of Bill No. 5251 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5251 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5251

Ms. Ford made the second reading of Bill No. 5251 by title. Councilmember Culpepper moved to adopt Bill No. 5251 upon its second reading and give it **ORDINANCE NO. 5357,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Tholen – Aye	Culpepper – Aye
Fowler – Aye	Kaylor – Aye
Ericson – Aye	Edmondson – ABSENT
	Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5252 – FLEX SPACES GENERAL DEVELOPMENT PLAN (GDP-07-24-9218)

Councilmember Culpepper introduced Bill No. 5252 approving a General Development Plan with an Alternative Development Standard for the development of Flex Spaces, an Office, Retail, Storage – Residential Warehouse development, on 4.19 +/- acres of land located at 3405 NW Jefferson Street. City Clerk Erin Ford made the first reading of Bill No. 5252 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5252 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5252

Ms. Ford made the second reading of Bill No. 5252 by title. Councilmember Culpepper moved to adopt Bill No. 5252 upon its second reading and give it **ORDINANCE NO. 5358,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Fowler – Aye	Kaylor – Aye
Ericson – Aye	Tholen – Aye
Culpepper – Aye	Edmondson – ABSENT
	Mayor Lievsay – Aye

PUBLIC HEARING – ASHLAR HOMES ANNEXATION (ANNX-07-24-9240)

Mayor Lievsay opened the Public Hearing to consider an Annexation of property of approximately 71.62 +/- acres located north and south of 40 Highway and east of the Adams Pointe Golf Club into the City limits at 6:37 p.m. (ANNX-07-24-9240). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Development Review Manager Dave McCumber reviewed the details of the proposed Annexation and addressed questions from the Council.

APPLICANT

Jake Haddock of Schlagel was present on behalf of the applicant and available to address questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:41 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5253 – ASHLAR HOMES ANNEXATION (ANNX-07-24-9240)

Councilmember Culpepper introduced Bill No. 5253 approving an Annexation of property of approximately 71.62 +/- acres located north and south of 40 Highway and east of the Adams Pointe Golf Club into the City limits. City Clerk Erin Ford made the first reading of Bill No. 5253 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5253 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

PUBLIC HEARING – FISCAL YEAR 2024-25 BUDGET

Mayor Lievsay opened the Public Hearing to consider the proposed Fiscal Year 2024-25 Budget at 6:42 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

City Administrator Christine Cates reviewed the details of the proposed Fiscal Year 2024-25 Budget and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:48 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5254 – FISCAL YEAR 2024-25 BUDGET

Councilmember Culpepper introduced Bill No. 5254 approving the Fiscal Year 2024-25 Budget. City Clerk Erin Ford made the first reading of Bill No. 5254 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5254 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5255 – CONVEYANCE OF WYATT ROAD EASEMENTS

Councilmember Culpepper introduced Bill No. 5255 accepting Right-of-Way conveyances, permanent drainage easement, and temporary construction easements from the abutting property owners for the Wyatt Road West improvements, Project No. 19-01-02. City Clerk Erin Ford made the first reading of Bill No. 5255 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5255 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5255

Ms. Ford made the second reading of Bill No. 5255 by title. Councilmember Culpepper moved to adopt Bill No. 5255 upon its second reading and give it **ORDINANCE NO. 5359,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Ericson – Aye	Tholen – Aye
Culpepper – Aye	Fowler – Aye
Kaylor – Aye	Edmondson – ABSENT
	Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5256 – CONVEYANCE OF ZARDA EASEMENTS

Councilmember Culpepper introduced Bill No. 5256 accepting permanent drainage easement, temporary construction easement, and water line easement from Zarda Development Company, Inc. for the drainage improvements at NW 7 Highway and NW Vesper Street. City Clerk Erin Ford made the first reading of Bill No. 5256 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5256 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5256

Ms. Ford made the second reading of Bill No. 5256 by title. Councilmember Culpepper moved to adopt Bill No. 5256 upon its second reading and give it **ORDINANCE NO. 5360,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson – Aye
Edmondson – ABSENT
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5257 – MID-AMERICA REGIONAL COUNCIL SENIOR SERVICES

Councilmember Culpepper introduced Bill No. 5257 approving a contract with Mid-America Regional Council for reimbursement to continue meal preparation for congregate meals and homebound meals and meal delivery for homebound recipients as well as continuing to provide site transportation via OATS Inc to and from Vesper Hall. This contract will also include evidence-based programming and the administration of Vesper Hall. City Clerk Erin Ford made the first reading of Bill No. 5257 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5257 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5257

Ms. Ford made the second reading of Bill No. 5257 by title. Councilmember Culpepper moved to adopt Bill No. 5257 upon its second reading and give it **ORDINANCE NO. 5361,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson – Aye
Culpepper – Aye
Edmondson – ABSENT
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5258 – REQUEST FOR PROPOSALS FORMER LUMBERYARD PROPERTY

Councilmember Culpepper introduced Bill No. 5258 declaring as surplus the city-owned land south of W Main Street and generally east of SW 14th Street, the former lumberyard property, and authorizing the issuance of a Request for Proposals for the sale of said land. City Clerk Erin Ford made the first reading of Bill No. 5258 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5258 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried unanimously.

2ND READING – BILL NO. 5258

Ms. Ford made the second reading of Bill No. 5258 by title. Councilmember Culpepper moved to adopt Bill No. 5258 upon its second reading and give it **ORDINANCE NO. 5362,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Tholen – Aye
Fowler – Aye
Ericson – Aye
Culpepper – Aye
Kaylor – Aye
Edmondson – ABSENT

Mayor Lievsay – Aye

MAYORAL ANNOUNCEMENTS

- The next City Council meeting will be on Wednesday, September 18 due to Council attending the Annual Missouri Municipal League Conference.
- The Kansas City Chiefs football season begins on Thursday, September 5.

CLOSED SESSION

At 6:56 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021 (2) and (9) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to real estate and employee groups and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Ericson and carried with the following votes:

Fowler – Aye
Ericson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Edmondson – ABSENT
Mayor Lievsay – Aye

CITY OF BLUE SPRINGS

ATTEST

Chris Lievsay, Mayor

Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 3, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☒ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution appointing Successor Directors to the Sunset Plaza Community Improvement District.

BACKGROUND/JUSTIFICATION

The Sunset Plaza Community Improvement District (CID) was established on July 16, 2018, by Ordinance No. 4747 and appointed the initial Board of Directors. The Petition and the District's Bylaws provide for the Mayor of the City to appoint Successor Directors of the District, with the consent of the City Council. The District Bylaws set forth that Successor Directors shall serve for a term of four years. By its Resolution No. 2024-6 (attached), the Sunset Plaza CID Board of Directors nominates and the Mayor appoints the following to serve as Successor Directors, each term to commence effective immediately through August 23, 2028:

1) Dante Cosentino
2) Elizabeth Cosentino
3) Christine Cates

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 19, 2024	August 23, 2028

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

Sunset Plaza Community Improvement District

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Sunset Plaza CID Board Resolution 2024-6
2. Resolution appointing Successor Directors

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

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SUNSET PLAZA COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2024-6

NOMINATION OF SUCCESSOR DIRECTORS

WHEREAS, by Ordinance No. 4747, adopted and approved on July 16, 2018 (the "**Approving Ordinance**"), the City Council approved a certain Petition for Creation of the Sunset Plaza Community Improvement District (the "**Petition**") and established the Sunset Plaza Community Improvement District (the "**District**") as a political subdivision of the State of Missouri, pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "**CID Act**"); and

WHEREAS, the CID Act and Petition provide for the Mayor to appoint Successor Director of the CID, with the consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SUNSET PLAZA COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board hereby directs its legal counsel to submit to the governing body of the City of Blue Springs, Missouri a copy of this resolution nominating Dante Cosentino, Elizabeth Cosentino, and Christine Cates as Successor Directors, each serving a term of four (4) years.

2. Notwithstanding anything in the District's Bylaws to the contrary, Dante Cosentino, Elizabeth Cosentino, and Christine Cates shall continue to serve as Directors of the District with all powers vested therein until the City of Blue Springs, Missouri adopts the successor slate.

3. Upon the approval of the successor slate by the Mayor and City Council, each Successor Director shall execute an oath of office and deliver such oath to the District's legal counsel to maintain with the records of the District.

PASSED by the Board of Directors of the Sunset Plaza Community Improvement District on August 22, 2024.

DocuSigned by:
Justin Kaufmann
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Justin Kaufmann, Executive Director

Resolution No. 66-2024

A RESOLUTION APPOINTING THE SUCCESSOR DIRECTORS TO THE SUNSET PLAZA COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, the City of Blue Springs City Council passed Ordinance No. 4747 on July 16, 2018, creating the Sunset Plaza Community Improvement District; and

WHEREAS, the Petition provides for successor directors to be appointed by the Mayor, with the consent of the City Council; and

WHEREAS, the Petition provides that the Successor Directors shall be representatives of owners of property within the district and the fifth board member being a City employee or elected official designated by the City, also serving as an owner's representative; and

WHEREAS, the nominees have been provided in writing as representatives of owners of property within the district; and

WHEREAS, the nominees meet the requirements imposed by the Petition and by the Community Improvement District Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. That the following persons are hereby appointed as Successor Directors to the Board of the Sunset Plaza Community Improvement District, each term to commence effective immediately through August 23, 2028:

1) Dante Cosentino
2) Elizabeth Cosentino
3) Christine Cates

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Rev. 01/01/2024

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 6, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a three-year Labor Agreement with the International Association of Machinists and Aerospace Workers (IAM) Local 778 for certain Public Works employees.

BACKGROUND/JUSTIFICATION

Resolution 0069-2021 was approved on September 20, 2021, adopting a 3-year agreement with the International Association of Machinists and Aerospace Workers (IAM) Local 778 for certain public works employees. Resolutions 74-2022, 09-2023 and 91-2023 were also approved amending the original three-year agreement.

Negotiations for a new three-year agreement began and concluded in August. For several days in August, the City's negotiating team met with bargaining unit members to negotiate a contract. On August 30, the City received notification that the tentative agreement has been approved by the bargaining unit. This agreement is effective from October 1, 2024, through September 30, 2027.

A summary of the changes included in the Agreement are:

- A three-year pay plan for all unit members. The first year adjusts starting pay by 7-9% and the following years the starting pay is adjusted by 1.5% and the step increases are 3% each year.
- The number of wage tables have been reduced for each type of position combining the starting positions and senior positions into one wage table.
- Call-Out pay has been increased from a minimum of 2.75 hours to four hours
- Christmas Eve and Juneteenth were added to the list of city paid holidays.
- Update to the language in Section 10.01 of the agreement about regarding participation in the City's wellbeing program.

For this agreement, the City's negotiating committee consists of Christine Cates, City Administrator; Tom Degenhardt, Director, Nate Lea, Superintendent, Dennis Lafal, Assistant Superintendent, and Jackson Mallot, Assistant Superintendent from Public Works and Human Resources Director, Amy Willyard. Jeff Place continues to serve as the City's outside special counsel for collective bargaining negotiations.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2027

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with proposed agreement for certain Public Works employees attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 67-2024

A RESOLUTION APPROVING AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (IAM) LOCAL 778 FOR CERTAIN PUBLIC WORKS EMPLOYEES

WHEREAS, the State of Missouri provides the right of collective bargaining for groups of employees such as public works employees for the City of Blue Springs; and

WHEREAS, on September 20, 2021, a three-year Labor Agreement with the International Association of Machinists and Aerospace Workers (IAM) Local 778 for certain Public Works employees was approved by Resolution No. 69-2021. This Agreement, which expires on September 30, 2024, was amended by Resolution Nos. 74-2022, 09-2023, and 91-2023; and

WHEREAS, representatives from the IAM Local 778 and the City have met, bargained in good faith and discussed conditions and terms of employment and mutually agreeable language for a labor agreement for the bargaining unit consisting of certain Public Works employees; and

WHEREAS, the City has been informed that the members of the bargaining unit have voted in the affirmative to approve the tentative three-year Labor Agreement which is attached hereto as Exhibit "A" and the IAM Local 778 now requests that the City Council consider approving same; and

WHEREAS, the City Council has reviewed this agreement with members of management and its legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator has the authority and is hereby authorized to enter into a three-year Labor Agreement with the International Association of Machinists and Aerospace Workers Local 778, covering the terms and conditions of employment contained therein, and no other terms and conditions. A copy of the proposed agreement is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said Labor Agreement.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

AGREEMENT

BETWEEN

THE CITY OF BLUE SPRINGS, MISSOURI

AND

LOCAL LODGE 778 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

October 1, 2024 to September 30, 2027

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ARTICLE 1 – PREAMBLE

Section 1.01. This Agreement has been developed by Local Lodge 778 of the International Association of Machinists and Aerospace Workers, AFL-CIO, (herein called the "Union") and the City of Blue Springs, Missouri (herein called the "City").

Section 1.02. In the event that any provision of this Agreement conflicts with any City Human Resources Manual or with any other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize the City's Human Resources Manual and other written directives will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent the provisions of any policy do not conflict with the provisions of this Agreement, the policies shall be enforceable.

ARTICLE 2 – RECOGNITION

Section 2.01. Pursuant to **Public Case No. 10488.000**, the City recognizes the Union as the exclusive bargaining representative for wages, hours, benefits, terms and conditions of employment for the following full-time and regular part time positions within the Public Works Department:

1. Administration Division
    a. Customer Service Clerk
2. Fleet Maintenance Division
    a. Heavy Duty Mechanic
3. Utilities Division
    a. Sewer Maintenance Worker
    b. Sewer Treatment Lab Technician/Operator
    c. Water Distribution Maintenance Worker
    d. Water Services Maintenance Worker
4. Streets Division
    a. Asphalt Maintenance Worker
    b. Storm Water Maintenance Worker
    c. Traffic Control Maintenance Worker

Section 2.02. In the event any new job classification is created that will perform any of the work regularly and consistently assigned to any of the personnel working in any of the

job classifications listed above, or such work is assigned to a current classification not in the bargaining unit, the City will bargain with the Union regarding whether the job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Union regarding the duties and wage scale for the classification.

Section 2.03. The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, union membership status or lawful union activities, marital status, political affiliation, or membership in any other category or classification that is protected by law.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 3.01. Except as otherwise expressly provided in this Agreement, the City retains the right to manage each of the Divisions identified in Article 2, above, both directly and as delegated to its Departmental Director and his/her subordinates, including, but not limited to the right to:

1. Determine the mission of the City and each Division;
2. Direct the working forces;
3. Hire, classify, assign, and promote;
4. Assign work and revise working schedules as needed;
5. Suspend, discipline, and discharge employees for just cause;
6. Relieve employees from duty because of lack of work or other legitimate reasons;
7. Change existing methods, operations, facilities, equipment and type or number of personnel;
8. Make, amend, and rescind reasonable personnel policies, operational policies, work rules, and safety rules consistent with this Agreement and applicable law, after discussion with the Union as provided herein;
9. Determine to contract for the provision of services to the City or to have such services performed by employees of the City, so long as such decision does not result in the part-timing or layoff of any bargaining unit personnel;

10. Maintain and/or take steps to enhance the efficiency of the operation of each Division; and
11. Take whatever actions may reasonably be necessary to carry out the mission of the City and each Division, consistent with the terms of this Agreement.

Section 3.02. The foregoing powers, rights, authority and responsibilities, and the adoption of policies, rules, regulations, and practices in furtherance thereof shall be exercised in good faith and in conformity with this Agreement by the City's selected management personnel. Failure of the City to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03. Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Divisions from complying with any duty or obligation placed upon the City and/or the Divisions by operation of law.

Section 3.04. Past Practices. A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually agree and acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

ARTICLE 4 – UNION RIGHTS

Section 4.01 Stewards. The Union shall have the right to appoint four Stewards. The Union shall have the right to appoint an equal number of Alternate Stewards. The Union will provide the City with up-to-date lists of the Union's Stewards and Alternates. The City will only recognize a Steward and Alternate submitted on the most recent list. Alternates shall only be eligible to attend to Union Business in the event of the absence of a Steward.

Section 4.02 Union Business. The City will pay Union representatives for time spent in labor management meetings, grievance meetings, disciplinary meetings, and

representing employees during investigatory interviews. All other Union business shall be performed on non-working time.

Up to two (2) employees selected as a Union delegate shall be granted a leave of absence of not more than two (2) weeks to participate in Union activities unless a longer leave is approved by the City under the following guidelines:

1. The Union shall give written notice to the City that such leave is desired.
2. The Employee's position will be held for such leaves.
3. The Employee's Seniority shall accrue during such leave.
4. Employees are not required to use any available Paid Time Off during such leaves and will be considered eligible for Holidays occurring during the leave.
5. An employee on such leave will be considered actively employed for the purpose of City-provided benefits.

Any one bargaining unit employee elected or appointed to a full-time office in the Union which requires continuous and extended absence from his or her regular work shall, upon written notice, be granted such leave of absence for such time as the employee holds such office under the following guidelines:

1. Any available Paid Time Off, EIB, and all other forms of compensatory time will be paid out to the employee upon commencement of the leave.
2. The employee will retain and accrue Seniority during such a leave.
3. An employee on such leave will not be considered actively employed for the purpose of City-provided benefits, and will not be eligible to take or accrue paid leave (including but not limited to Paid Time Off, holidays, and any other paid leave).
4. With a four (4) weeks' notice of the Employee's anticipated return to work, the Employee shall be restored to the position the Employee held at the time the leave began (if Seniority allows).

Section 4.03 Orientation. The City agrees that all new personnel hired to fill represented positions shall, while on duty and during their orientation process be given a presentation from the Union. During the presentation, the representative(s) of the Union will provide copies of this Agreement, explain the Union's function as the exclusive bargaining

representative of the employees in the bargaining unit, will provide other information regarding the Union and membership therein, and will offer membership in the Union to each new employee.

Section 4.04 Bulletin Boards. The City agrees to provide a bulletin board in each Division that will be for the exclusive use of the Union and bargaining unit employees. All items placed on the bulletin boards shall be initialed and dated by the appropriate Steward. Any incendiary, inappropriate, or disruptive items may be removed by Management or the Union.

Section 4.05 Internal Mail. The Union shall be permitted to use the City's email and hard copy internal mail distribution systems for Union business, so long as the Union's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Union shall use the City's email system only for the purpose of communicating with its membership and with City management. The Union and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the Stats's sunshine law.

Section 4.06 Dues Deduction. The City will honor direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to Union or Union-affiliated accounts, within fifteen (15) days after each pay date. The City also agrees to furnish to the Secretary/Treasurer of Local Lodge 778, together with each deposit, a report including the name, employee identification number, hourly rate of pay, and amount remitted from each bargaining unit member. The Union assumes all risk in the use of the above information.

Section 4.07 Release of Information. The City shall, upon request, provide to the Union information, statistics, and records relevant to the Union's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Union to present a signed release from each employee covered by the request.

Section 4.08 Indemnification. The Union shall defend, indemnify, and hold harmless the City in the event that any City employee files any claim of any kind against the City, for unauthorized dues deduction or release of information, if such deduction or release was pursuant to information received from or a request for information submitted by the Union.

ARTICLE 5 – LABOR MANAGEMENT COMMITTEES

Section 5.01. There shall be Labor/Management Committee, consisting of management representatives, Union Stewards, and the IAM Representative (if available). The LM Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The LM Committee shall meet as needed, upon request by any Committee member, to address labor relations issues within the Department or any Division.

Section 5.02. The parties mutually acknowledge that the purpose of the LM Committee is to discuss topics of mutual interest on a cooperative basis. The LM Committee is not a forum for formal collective bargaining. The purpose of regular meetings shall include but is not limited to:

1. Dissemination of information.
2. Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
3. Presentation and if requested, discussion of any revisions or potential revisions to policies, work rules, or practices. All new or revised policies or practices shall be provided to the LM Committee before being implemented, except in cases where failure to immediately implement a policy or practice would negatively affect the Department's ability to provide services to the public or comply with any law or regulation. Any discussion, if requested, shall be meaningful and conducted in good faith, with due consideration of the Union's comments and input.
4. Clarification of the application or interpretation of this Agreement, or of any City, Departmental, or Divisional policy, work rule, or practice not subject to an active grievance at the time.

5. Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 5.03 Request to Meet. A request for a meeting of the LM Committee may be made by either party at any time. The Committee shall be convened within ten (10) business days after receipt of a written request by either party.

Section 5.04 Safety Committee. The Union will have the right to appoint two members to the City's Safety Committee. The Safety Committee will ordinarily meet once a month to discuss general safety issues.

Members of the Safety Committee who are bargaining unit employees shall be paid at the applicable wage rate for time spent in Safety Committee meetings.

The Union or the City may request a Safety Committee meeting on general safety issues more frequently if necessary. A written recap of Safety Committee meetings shall be taken and posted electronically for review by all members.

ARTICLE 6 – JOB DESCRIPTIONS

Section 6.01 Job Descriptions. The City shall maintain job descriptions for all positions within the bargaining unit. Any changes to job descriptions shall be discussed at the LM Committee and effective upon mutual agreement, which the Union shall not unreasonably withhold. The City will provide the Union with updated current job descriptions within thirty (30) calendar days after this Agreement goes into effect.

ARTICLE 7 – EMPLOYMENT

Section 7.01 Hours of Work. The normal work schedule will consist of five (5) eight (8) hour shifts, 7:30 AM – 4:00 PM, Monday through Friday. The work week shall run from Saturday at 12:00 AM to Friday at 11:59 PM. Eight hours (including leave time) shall constitute a work day, and forty (40) hours shall constitute a work week. Management shall have the right to deviate from these ordinary schedules based on customer demands, operational needs, extreme weather conditions, or other emergency conditions requiring such modification. In the event of any change in the ordinary work schedule, the City will provide as much advance notice as practical, and at least 48 hours when

possible. “Emergency conditions,” as used in this Agreement shall mean circumstances presenting a potential, immediate, or imminent threat to health, welfare, property and/or safety, or to the provision of basic services as reasonably determined by Management. Schedules will revert to normal hours when the conditions causing the deviation have ended.

Section 7.02 Meal and Rest Periods. The City will provide one (1) unpaid half hour meal break per shift and one (1) paid fifteen (15) minute rest period per four (4) hours worked.

The rest period shall be scheduled and taken near the middle of each one-half shift and the lunch break shall be taken near the mid-point of the shift, unless the demands of the job require otherwise.

All breaks shall commence when the employee stops working. Employees must resume work at the conclusion of each established break.

When employees are exposed to unsanitary or excessively dirty working conditions, the City will provide reasonable clean-up time, as needed any time within the day. Employees shall keep a spare uniform on site or in their personal vehicle to allow for clean-up.

Section 7.03 Part Time Personnel. The City shall have the right to determine when positions will be filled by regular part-time personnel, so long as the decision does not result in the involuntary part-timing, layoff, or reduction of any current full-time employees. Regular part-time personnel shall be paid on the same wage scale as full-time personnel in the same job classification.

Section 7.04 Seasonal Personnel. The City shall have the right to employ seasonal or temporary personnel on an as needed basis, so long as the hiring of such personnel does not result in the part-timing, layoff, or reduction of force for any then-currently employed full-time bargaining unit employee.

ARTICLE 8 – JOB TRANSFERS

Section 8.01 Job Bidding. When the City elects to fill a vacancy in any position within the bargaining unit, the City shall electronically post a notice of the vacancy. Notice of the vacancy shall also be posted on the Union bulletin boards. During the first five (5)

business days after posting, the City will only consider internal applicants. Employees shall have the opportunity to submit a bid on the vacancy. Bids must be submitted electronically, and the HR Department shall provide assistance to any employees needing help. Openings for Maintenance Worker positions shall be filled on the basis of seniority. For all other openings, job bids will be awarded based on qualifications and work record, but where qualifications and work record are relatively equal seniority will prevail. If no qualified employee submits a bid within the five (5) business day period, the City may hire applicants from outside the bargaining unit. Employees who successfully bid into a job shall not be eligible to bid out for six (6) months.

Section 8.02. Transfers. Job awards shall be posted no later than five (5) business days after the bidding period closes. The City will move successful bidders to their new positions as soon as practicable, and in no event later than thirty (30) days after the bid is awarded.

Section 8.03. Reposting. If a job has been posted and there were not bids from within the bargaining unit, the City shall not be required to post for an opening within the same job classification during the next thirty (30) days.

ARTICLE 9 – WAGES and OVERTIME

Section 9.01 Wages. Job classifications and pay scales for all bargaining unit positions are listed in Appendix A. Employees shall advance to the next step in their respective pay scales on their anniversary date in each year provided they have received a performance rating of at least meets expectations on their most recent performance evaluation. Performance evaluations shall be completed by March of each year. Employees who do not receive a rating of at least meets expectations shall have the opportunity to be re-evaluated in September to determine whether they have improved their performance sufficient to be re-rated as at least “meets expectations.”

Employees who have reached the maximum step and who otherwise qualify for an increase shall receive a lump sum payment in lieu of a pay raise, equal to 3.0% of the employee’s regular annual wages (i.e. current hourly rate x 2080 hours x .03 = lump sum payment).

Employees receiving a promotion shall move to the lowest step in the new pay classification that constitutes an increase from their prior rate of pay.

Section 9.02 Call-Out Procedures and Pay. Activities which occur outside the normal scheduled work shift and require a call back to duty shall be considered emergency work and shall be compensated at a rate of one and one-half (1.5) times the employee's regular hourly rate (Call Back Rate). The City will provide and post Call-Out calendars no later than December 1st of each year, for the following year.

Employees who have clocked out and are called back for after-hours work shall be compensated at the Call Back Rate. Minimum compensation for the first call out during any work day shall be four (4) hours at the Call-Back Rate or actual time worked, whichever is greater. Employees shall be eligible for one call-out minimum compensation payment per work day, unless actual hours worked on the first call-out exceed the minimum. The work day runs from 7:30 a.m. to 7:29 a.m. of the following day. Minimum compensation shall not apply if the call-out work period runs into the employee's regular shift.

Work which extends past the regular work shift shall not constitute a Call-Out.

Section 9.03 Overtime Calculation. All hours worked over forty (40) hours per week, shall be paid at the rate of time and one half (1.5), unless otherwise specified in this Agreement. There is to be no pyramiding or duplication of any premium payments under this Agreement regardless of how described. For purposes of determining hours worked, only hours actually worked and paid at the straight time rate shall be counted.

Section 9.04 Scheduled Extra Work Opportunities. Scheduled extra work opportunities will be offered by Seniority within the Job Classification requiring the work to qualified employees, except those employees who are working on a job at the time the overtime becomes available shall first be offered the opportunity to complete the job. If all available bargaining unit personnel in the Division decline to accept an overtime assignment on a voluntary basis, the City shall have the right to require the most junior qualified employee in the Division to accept the assignment. Scheduled extra work

opportunities shall be eligible for the minimum four (4) hour call-out guarantee if fewer than four hours of work are provided.

Section 9.05 Work Continuation. Employees working a job that will go beyond the end of the regular shift shall be required to complete the job prior to on-call employees being required to work. Employees who are scheduled to be on-call may volunteer to be released in order to be available for callouts, provided staffing is adequate to allow the on-call employee to leave the job.

ARTICLE 10 – HEALTH AND WELFARE

Section 10.01. The City shall provide health, vision, and dental insurance plans for those full-time employees who elect to participate. Both family and individual coverage options shall be available. The City will offer coverage to bargaining unit employees on the same basis as it is offered to non-represented City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Union, and at least 60 days' notice if practicable, of any contemplated change. Upon request, the City shall meet with the Union to discuss changes, and whether the changes are appropriate.

Employees who do not reach the minimum level of required participation in the wellbeing program by March 1 of each contract year will pay a $15 per pay period ($30 per month) non-participation fee during that insurance plan year. The non¬participation fee is considered a taxable charge not in conjunction with medical premiums. Non-participation fees collected by the City will be put toward the City's Wellness Fund for use in future programs and incentives.

Section 10.02. The City will maintain Life and Accidental Death and Dismemberment insurance coverage in the amount of 1.5 times the employee's annual base salary, up to a maximum of $100,000 per employee, for all full-time employees. The City will pay 100% of the premium for this benefit.

Section 10.03. The City will continue to provide short-term disability benefit coverage and offer long-term disability benefit coverage for all full-time employees, on the same basis as those benefits are offered to non-represented employees.

Section 10.04. The City will continue to provide an Employee Assistance Program (EAP). Any records of the use of such program will be treated as confidential medical records.

Section 10.05. New employees will become eligible for coverage under these plans on the first day of the next month following their hire date.

Section 10.06 Vaccinations. The City will continue to make all job-appropriate vaccinations available at no charge to employees.

ARTICLE 11 – RETIREMENT BENEFITS

Section 11.01. The City will continue to participate in the LAGERS retirement program. The City shall have the right to implement any changes to its LAGERS participation on the same basis as it applies those changes to non-represented employees of the City.

The City will also provide information for, and upon written consent by the employee, payroll deductions for any available 401a/457 Deferred Compensation Plans. Participation in the 457 plans is voluntary.

ARTICLE 12 – HOLIDAYS

Section 12.01. The following holidays shall be observed within the Divisions covered under this Agreement: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and any other holiday designated by the City.

Section 12.02. Whenever a major holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a major holiday falls on a Saturday, the previous Friday shall be observed as the holiday.

Section 12.03 Holiday Pay. All employees shall receive eight hours of straight-time pay on each of the annual holidays listed above.

Section 12.04 Holiday Premium Pay. All employees who work on a recognized holiday shall be paid time-and-a-half (1.5) for all hours actually worked.

Section 12.05 Holiday during PTO. Should a holiday fall during an employee's scheduled time off, holiday hours will be paid instead of PTO hours.

ARTICLE 13 – PAID TIME OFF (PTO)

Section 13.01. PTO Accumulation. PTO accumulation begins with the first paycheck. Full-time employees will accumulate PTO hours each pay period at the following rates:

Years of Service	Annual Accumulation
0-4	136
5-14	176
15-24	216

Section 13.02. All employees may accumulate two times the amount of the annual accumulation.

Section 13.03. PTO shall be scheduled and used consistent with Divisional policies. Initial vacation schedules shall be based on Job Classification seniority. Once a vacation request is approved, scheduled vacation time shall not be displaced by any other employee requesting vacation for the same date.

Section 13.04 Earned Leave Payout. When an employee's employment is terminated for any reason whatsoever, all earned PTO shall be paid out at the employee's then-current hourly rate.

Section 13.05 PTO Pay. PTO is paid at the employee's base hourly rate in effect on the day the PTO is taken.

Section 13.06 PTO Scheduling. If a holiday occurs during an employee's PTO time off, holiday hours shall be coded instead of PTO hours being used.

ARTICLE 14 – SICK LEAVE

Section 14.01. Extended Illness accumulation begins with the first paycheck. Eligible full-time employees will accumulate extended illness hours at the rate of 1 hour 51 minutes per pay period (approximately 4 hours per month). Extended illness cannot be "borrowed" from future accumulations.

Section 14.02 Use of Extended Illness Bank (EIB). Extended illness hours should be used only in the event of an employee's absence from duty due to:

1. The employee's own illness or non-work related injury;
2. The illness of a family member such as a spouse, child, stepchild, foster child, parent, legal dependents or legal guardians;
3. Time off for hospitalizations, scheduled outpatient or emergency surgery can be paid for immediately from the EIB bank. If applicable, FMLA papers should be on file an approved by Human Resources as soon as practical;
4. The birth of a child or to care for such child. Except in cases of emergency, FMLA paperwork must be on file and approved by Human Resources;
5. The placement of a child for adoption or foster care and to care for such child. FMLA papers should be on file and approved by Human Resources;
6. An employee may not utilize extended illness hours for time ill during scheduled PTO time.

Section 14.03 EIB Governed by City Policy. The City's policies governing EIB shall apply to all employees covered under this Agreement on the same basis as they apply to all non-represented employees of the City.

ARTICLE 15 – OTHER LEAVE

Section 15.01 Leave Policies. Employees covered under this Agreement shall be eligible for Bereavement Leave, Jury Duty Leave, and Military Leave on the same terms as are applicable to non-represented employees of the City.

ARTICLE 16 – SENIORITY

16.01 Seniority Defined. For purposes of this Agreement, "Seniority" shall mean the length of continuous employment within the Public Works Department. When two or more Bargaining Unit Members are hired on the same date, the senior employee shall be the employee with the lowest employee number.

16.02 Loss of Seniority. Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

1. Voluntary quit or retirement;
2. Discharge for just cause;
3. Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
4. Lay off for a period of twelve (12) consecutive months;
5. Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
6. No-call/no-show for three (3) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in or report for duty, through no fault of their own;
7. Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 16.03 Seniority Roster. The City shall maintain and provide to the Union a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of any applicable promotions. A seniority roster shall be provided to the Union within thirty (30) days after the ratification of this Agreement. Seniority rosters shall be posted in an area within each Division accessible to all bargaining unit employees, and shall be updated on at least a quarterly basis. Any errors shall be brought to the attention of the City within ten days after the roster is posted, and shall be promptly corrected.

ARTICLE 17 – PROBATION

Section 17.01 Probation – New Hires. New employees shall be hired on a probationary basis for a period of one hundred eighty (180) days. During this probationary period, employees shall be subject to discharge at the discretion of the City, and such discharge shall not be grievable under the terms of this Agreement.

Section 17.02 Pay Rates for Newly Hired Employees. The City shall have the right to credit newly hired employees for prior relevant work experience when establishing their initial job classification and pay steps.

Section 17.03 Probationary Employees' Use of Leave Time. Employees who are on a new hire probationary period shall be eligible to use earned sick leave and earned PTO as it becomes available.

Section 17.04 Right to Return to the Bargaining Unit. Employees who accept a position outside of the bargaining unit after the effective date of this Agreement, shall have thirty (30) days to return with no loss of Seniority per this Agreement. The City shall only assign a returning employee to an open position after first offering the open position to employees currently in the bargaining unit.

ARTICLE 18 – REDUCTIONS IN FORCE

Section 18.01. In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of reverse seniority within the Bargaining Unit, provided the remaining employees are capable of performing the available work. The City shall provide twenty (20) days' notice in advance of any involuntary layoff.

Section 18.02. In the event the City determines that it is necessary to reduce the number of employees in any position, the junior employees within those positions shall have the opportunity to bump into other positions within the Department, provided they are qualified to perform the work. Upon recall, employees who have bumped down will be bumped up to their previous position.

Section 18.03. Employees who are laid off shall be placed on a recall list for up to twelve (12) months. Employees shall be recalled in seniority order, provided they are capable of performing the available work. Employees shall be required to notify the City whether they will accept recall within seventy-two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

ARTICLE 19 – DISCIPLINE

Section 19.01. The City shall have the right to discipline any employee for just cause. The following types of disciplinary actions are officially recognized. The type of disciplinary action taken will generally follow the steps identified below. The type of disciplinary action issued in any given situation may depend on the overall circumstances being addressed. Factors to be considered in determining the level of discipline include, but are not limited to; consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance. In the event the City accelerates the disciplinary process, the factors considered in deviating from the progressive steps set forth below shall be explained in writing and provided to the employee.

1. Minor Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

Section 19.02. Disciplinary actions shall remain active, and may be considered in determining the appropriate level of progressive discipline, for the following periods: minor reprimand, nine (9) months; written reprimand, eighteen (18) months. Suspensions shall remain active for at least five (5) years, and may remain active thereafter depending on the severity of the offense. Upon expiration, discipline shall no longer be used to determine future levels of discipline but shall remain in the employee's file and may be considered when assessing the employee's knowledge of the City's expectations and overall work record. Discipline concerning attendance shall be treated separately.

Section 19.03. In cases involving performance or behavior outside the disciplinary process, management shall notify the employee of the shortcomings of his or her job performance, explain performance expectations, and give the employee a reasonable opportunity to improve his or her performance before initiating the disciplinary process. If it appears that additional training is appropriate, the City shall provide and the employee shall willingly and in good faith participate in such training.

Section 19.04. Employees and the Union shall be given copies of any notations or disciplinary records that are to be placed in their files, and employees shall have the right to examine their disciplinary and personnel records in both the Human Resources Department and the Division. Employees shall not remove or alter any document contained in their file.

Section 19.05. During any investigatory meeting, the result of which may reasonably be expected to lead to the discipline of the employee being questioned, and during any meeting in which discipline other than informal counseling is to be issued, the employee who is being questioned or who is receiving discipline shall have the right to Union representation. If the employee requests such representation, the meeting shall not proceed until a Union representative is present. The employee must select a representative who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Stewards or other Union representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request.

All discipline including discharge shall be subject to the grievance and arbitration procedure except for discipline concerning a probationary employee.

ARTICLE 20 – GRIEVANCE PROCEDURE

Section 20.01. A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any personnel policy or work rule (excluding operational directives that do not address terms or conditions of employment). Grievances may be settled at any of the steps of the grievance process, but no settlement will be binding on the City unless signed by the Director of Human Resources.

A documented counseling is grievable up to Step 2 of the grievance procedure but is not grievable to arbitration. The Union, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept, or process

grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Union for evaluation.

Section 20.02. All grievances must be brought to the attention of management within ten (10) business days after the Union and/or grieving employee first knew or reasonably should have known of the issue being raised. The Union may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 20.03 Step One. Grievances at the first step shall be filed with the appropriate operations manager. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved, and the resolution desired. The operations manager shall countersign and date the grievance when it is received. Within ten (10) business days after receiving a grievance, the operations manager shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 20.04 Step Two. If the matter is not satisfactorily resolved at Step One, the Steward and/or other Union Representative, may appeal the grievance to the Public Works Director or Acting Director. Any appeal to Step Two must be submitted to the Public Works Director or Acting Director within ten (10) business days after the operations manager issues his or her decision at Step One, or within fourteen (14) business days after the grievance was filed at Step One if the operations manager fails to issue a timely decision. The written Step Two appeal to the Public Works Director or Acting Director must contain a summary of the facts giving rise to the grievance, the applicable section(s) of this Agreement or policy that has allegedly been violated, and the resolution desired.

Section 20.05 Step Two Hearing. Upon request, the Public Works Director or Acting Director shall hold a Step Two Hearing within ten (10) business days after receiving a Step Two appeal. At such hearing, the City or Department representative will discuss the factual and policy bases for the action being challenged, and the Steward and/or other Union Representative, shall have the right to discuss the reasons for pursuing the grievance. The Public Works Director or Acting Director shall issue a written decision either upholding or denying the grievance within ten (10) business days after the Step

Two hearing, or within ten (10) business days after the grievance is submitted at Step Two if no hearing is requested. The Public Works Director's or Acting Director's written decision shall explain the reasons for any conclusion reached.

Section 20.06 Step Three. If the matter is not satisfactorily resolved at Step Two, the Union may appeal the grievance to the City Administrator or the City Administrator's designee. Any appeal to Step Three must be submitted within ten (10) business days after the Public Works Director or Acting Director issues his or her decision at Step Two, or within fourteen (14) business days after the grievance was appealed to Step Two, if the Public Works Director or Acting Director fails to issue a timely decision. The written Step Three appeal must contain a summary of the facts giving rise to the grievance, the applicable section of this Agreement or City or Divisional policy that has allegedly been violated, and the resolution desired.

Section 20.07 Step Three Hearing. Upon request, the City Administrator or his or her designee shall hold a Step Three Hearing within ten (10) business days after receiving a Step Three appeal. At such hearing, the Union, and Management personnel, shall have the right to call and cross-examine witnesses and submit evidence in support of the grievance. The City Administrator or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) business days after the Step Three hearing, or within ten (10) business days after the grievance is submitted at Step Three if no hearing is requested. The written decision shall explain the reasons for any conclusion reached.

Section 20.08. The filing of a grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment shall have the right to file the initial grievance at Step Two.

Section 20.09. Employees filing grievances shall have the right to be represented by the Union at all steps of the process. Legal counsel shall not directly participate in the grievance process prior to arbitration.

Section 20.10. The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the

requested extension in writing (including e-mail). All extensions of time shall be for a specific number of business days.

ARTICLE 21 – ARBITRATION

Section 21.01. If a matter subject to a grievance is not satisfactorily resolved at Step Three, the Union may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Director of Human Resources within ten (10) business days after receiving the Step Three decision, or within fourteen (14) business days if the City Administrator or his or her designee fails to issue a Step Three decision.

Section 21.02 Selection of the Arbitrator. Within ten (10) business days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a subregional panel of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 21.03 Decision of the Arbitrator. The decision of the Arbitrator shall be subject to the following conditions:

1. The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
2. In the resolution of disputes, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.

3. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
4. The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.
5. The decision of the Arbitrator shall be final and binding on all parties as to all matters which may arise out of the interpretation or application of this Agreement.
6. The costs of the Arbitrator shall be shared equally by the City and the Union. Each party shall otherwise bear its own costs.

Section 21.04. The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of business days.

ARTICLE 22 – GENERAL PROVISIONS

Section 22.01 Policies to be Available. The City will make all policies that are applicable to employees covered under this Agreement available to each employee, and the Union, in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 22.02 Inclement Weather. Management will take weather conditions into account when assigning outdoor work.

Section 22.03 Bargaining Unit Work. Management personnel shall have the right to perform bargaining unit work on an as-needed basis when no experienced bargaining unit employee is available.

Section 22.04 Work Boots and Winter Gear. Employees in Public Works Operations covered under this Agreement shall be reimbursed up to the amount of $175.00 upon hire and then every year, for the purchase of work boots.. Employees shall be reimbursed within two weeks after they submit receipts. No taxes will be withheld from reimbursement payments.

New hires must work for the City for at least six (6) months or they shall be required to repay the City for any reimbursement amounts they have received, which may be deducted from their final pay.

The City will also purchase insulated bib coveralls and winter coats for all employees covered under this agreement once every two (2) years.

Section 22.05 CDL or Certification Reimbursement. The City will reimburse any and all fees for employees to maintain or get their CDL License or Certification where required by the City. The City will provide training and equipment to maintain or get their CDL License or Certification at no cost to the employee. Employees who voluntarily leave the City within three years after obtaining their CDL at the City's expense will be required to repay the City's cost for the training and licensure. The City will forgive one-third of the cost of the training and licensure for each full year worked after the employee obtains the license.

Section 22.07 Training. The City shall provide or pay for all City-required Certifications and Licensures, including continuing education units. Time spent in City-required training will be paid at the regular or overtime rate, as applicable.

Section 22.08 IRS Per Diem. Employees shall receive the IRS Per Diem rates when out of town for training or work. Lodging will be paid by the City.

Section 22.09 Travel Time. Travel time for attending training outside the metropolitan area shall be paid at the employee's base hourly rate, including overtime if applicable for travel that occurs during the employee's regularly scheduled shift.

Section 22.10. Snow Plan. Specified job classifications within the Public Works Department are required to fill mandatory snow assignments in accordance with the City's Snow/Emergency Policy. The City has provided the Snow Plan Policy to the Union. The City shall present any permanent changes to the Plan to the Union via the LM Committee. Emergency changes to adapt to evolving weather conditions may be necessary to provide safe transportation routes for Police/Fire/EMS/residents, and may be adopted by management as needed. Any permanent changes shall be adopted by mutual agreement, which the Union shall not unreasonably withhold.

No employee on snow duty shall be required to work more than fourteen (14) consecutive hours. The City shall establish a shift change time at the commencement of each storm to ensure employees are not required to work more than fourteen consecutive hours. Once the City sets the shift change time for a particular storm, it may send employees home without pay during their regular schedules if necessary to ensure they are available to report to work in a fully rested condition at the appointed shift change time. If the storm conditions do not require the employees that were sent home early to return for the scheduled shift, the employees regular time will be covered. Call-out pay will not be applicable to employees returning for an abbreviated shift due to the 14-hour rule.

All snow coverage hours worked between 4:00 p.m. and 7:30 a.m., Monday through Friday, and all hours on Saturdays and Sundays shall be paid at the rate of time-and-one-half.

Section 22.11. Snow Shift Report Pay. Any employee who reports for duty, who is scheduled to do so, will be offered work to perform for at least four (4) hours or will receive pay in lieu thereof at the appropriate hourly rate. The employee will not be eligible for pay for time not worked if the employee requests and is granted permission to leave rather than perform the work available.

Section 22.12 Snow Shift Staffing. Employees assigned to the treatment plant shall not be required to perform snow shift duty if doing so would reduce their staffing below two (2) employees.

Section 22.13. Cell Phone Allowance. Maintenance workers covered under this Agreement shall receive a cell phone allowance of $10 per month made in two payments payable on the first and second paycheck of each month.

Section 22.14. Tool Reimbursement. Central Garage employees are required to supply their own tools to complete the duties of their job. In recognition of this investment, the City will provide reimbursement as follows:

(a) After one year of employment, Central Garage employees will be eligible to be reimbursed for the actual cost but not to exceed $1,000 in tools purchased each fiscal year. Paid receipts must be provided for reimbursement. Employees shall be reimbursed within two weeks after they submit receipts. No taxes will be withheld from reimbursement payments.

(b) The parties recognize specialty tools may be required to complete odd jobs that are not utilized in everyday repairs. For that purpose, the City will purchase specialty tools which will be City property and used solely for City projects.

Section 22.15. Insurance Coverage. Employees whose phones are damaged due to a direct work-related incident or accident while performing duties will be reimbursed by the City for repairs or replacement with the same or equal model.

Tools that are lost due to theft, fire, or other acts of God shall be replaced by the City with items of equal value.

Section 22.16. Return of City Equipment and Uniforms Upon Separation. Employees shall be responsible for returning all City equipment and uniforms in their possession to the City upon separation from employment. The City shall be entitled to deduct the cost of any item(s) not returned to the City from the employee's vacation pay-out and/or from the employee's last pay check.

ARTICLE 23 – Complete Agreement

Section 23.01. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Union, for the life of this Agreement, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the

knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 23.02. This Agreement constitutes the entire contract between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties and/or represented employees of the City. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

Section 23.03. In the event that any provision of this Agreement shall at any time be declared invalid by any court, or by government regulation or decree, such decision shall not invalidate the entire Agreement. The expressed intention of the parties is that all provisions not declared invalid shall remain in full force and effect.

ARTICLE 24 – TERM OF AGREEMENT

Section 24.01. This Agreement shall become effective on October 1, 2024, presuming ratification by the Union and adoption by the City Council, and shall remain in effect until September 30, 2027. The wage rates set out in Appendix A shall become effective on October 1, 2024.

At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified on this ____ day of September, 2024, and they agree to abide by its terms and conditions.

For The Union:

Scott Brown
Directing Business Representative
IAM Local Lodge 778

Landon Miner
Business Representative
Local Lodge 778

Derek Aten
Negotiating Committee Member
IAM Local Lodge 778

Paul Trussell
Negotiating Committee Member
Local Lodge 778

For The City:

Christine Cates
City Administrator
City of Blue Springs

APPENDIX A – Job Classifications and Pay Scales

Maintenance Workers

	10/1/2024	10/1/2025	10/1/2026
0	$20.00	$20.30	$20.60
1	$20.60	$20.91	$21.22
2	$21.22	$21.54	$21.86
3	$21.85	$22.18	$22.52
4	$22.51	$22.85	$23.19
5	$23.19	$23.53	$23.89
6	$23.88	$24.24	$24.60
7	$24.60	$24.97	$25.34
8	$25.34	$25.72	$26.10
9	$26.10	$26.49	$26.88
10	$26.88	$27.28	$27.69
11	$27.68	$28.10	$28.52
12	$28.52	$28.94	$29.38
13	$29.37	$29.81	$30.26
14	$30.25	$30.71	$31.17
15	$31.16	$31.63	$32.10

Lab Tech

0	$23.86	$24.22	$24.58
1	$24.58	$24.94	$25.32
2	$25.31	$25.69	$26.08
3	$26.07	$26.46	$26.86
4	$26.85	$27.26	$27.67
5	$27.66	$28.08	$28.50
6	$28.49	$28.92	$29.35
7	$29.34	$29.78	$30.23
8	$30.23	$30.68	$31.14
9	$31.13	$31.60	$32.07
10	$32.07	$32.55	$33.04
11	$33.03	$33.52	$34.03
12	$34.02	$34.53	$ 35.05

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 9, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving retention payments for City employees based upon employment through the effective date of November 15, 2024.

BACKGROUND/JUSTIFICATION

Staff recommends providing retention payments to employees this year based upon several factors related to current labor market conditions. There are a high number of open positions within city governments which has created increased competition among cities for qualified talent. The City currently has 22 open full-time positions and ten cadets in the police academy. Retaining our current employees is essential to maintain the City's operations and service quality.

Funding is available for these payments as a direct result of the number of vacancies the City has had throughout this fiscal year. These payments are intended to address the challenging labor market, recognize employee loyalty, and maintain fiscal responsibility.

The retention payments are based upon the measurement date of September 1, 2023 (the ending date for the last retention payments) through the effective date of November 15, 2024 and will be paid based upon the following schedule:

Full-time employees:
- $2,500 one-time retention payment for employees that were actively and continuously employed in a permanent City position from September 1, 2023 through November 15, 2024, the effective date of the payment,
- OR $1,875 one-time retention payment for employees that were actively and continuously employed in a permanent City position from December 1, 2023 through November 15, 2024, the effective date of the payment
- OR $1,250 one-time retention payment for employees that were actively and continuously employed in a permanent City position from March 1, 2024 through November 15, 2024, the effective date of the payment
- OR $625 one-time retention payment for employees that were actively and continuously employed in a permanent City position from June 1, 2024 through November 15, 2024, the effective date of the payment

Eligible Permanent Part-time employees will receive a payment in the range of $25 – $1,250 based upon both the number of hours worked and the time employed from the measurement date through the effective date of the payment.

The pay date for the retention payments is November 20, 2024.

FINANCIAL IMPACT

Contractor:	N/A
Amount of Request/ Contract:	$620,000 Estimated

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 1, 2023	November 15, 2024

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution

REVIEWED BY:

Requesting Directors: ***Christine Cates, Amy Willyard, Karen Van Winkle***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

A RESOLUTION APPROVING RETENTION PAYMENTS FOR CITY EMPLOYEES BASED UPON EMPLOYMENT THROUGH THE EFFECTIVE DATE OF NOVEMBER 15, 2024

WHEREAS, the City of Blue Springs acknowledges the current labor market conditions characterized by a high number of open positions within city governments, which has intensified competition among cities for qualified talent; and

WHEREAS, the City is currently facing 22 open full-time positions and 10 cadets in the police academy, and retaining the current employees is imperative to ensure the continued seamless operation and delivery of high-quality services within the City; and

WHEREAS, the funding for these retention payments has become available due to the significant number of vacancies experienced by the City throughout the current fiscal year; and

WHEREAS, these retention payments are designed to address the challenges posed by the competitive labor market, recognize the loyalty and dedication of City employees, and maintain fiscal responsibility; and

WHEREAS, the measurement period for determining eligibility for retention payments spans from September 1, 2023 (the ending date for the last retention payments) through the effective date of November 15, 2024; and

WHEREAS, it is essential to outline a fair and equitable schedule for retention payments to full-time and part-time employees based on their continuous employment during the specified measurement period;

WHEREAS, the pay date for retention payments will be November 20, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to distribute retention payments on November 20, 2024 based upon the following schedule:

<u>Full-time employees</u>:

- $2,500 one-time retention payment for employees that were actively and continuously employed in a permanent City position from September 1, 2023 through November 15, 2024, the effective date of the payment,
- OR $1,875 one-time retention payment for employees that were actively and continuously employed in a permanent City position from December 1, 2023 through November 15, 2024, the effective date of the payment
- OR $1,250 one-time retention payment for employees that were actively and continuously employed in a permanent City position from March 1, 2024 through November 15, 2024, the effective date of the payment
- OR $625 one-time retention payment for employees that were actively and continuously employed in a permanent City position from June 1, 2024 through November 15, 2024, the effective date of the payment

Permanent Part-time employees will receive a payment in the range of $25 – $1,250 based upon both the number of hours worked and the time employed from the measurement date through the effective date of the payment.

Section 2. City staff is directed to perform all tasks necessary to implement the retention payments.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 20, 2024 **CONTRACT NO.**

SUBMITTED BY: Justin Stuart **DEPARTMENT: Parks & Recreation**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt three Resolutions approving one-year contracts with OATS, Incorporated dba OATS Transit (hereinafter OATS) totaling $162,740 for transportation services for seniors and disabled patrons in Blue Springs: (1) Site Transportation to and from Vesper Hall Monday – Friday; (2) Community Transportation to and from locations within Blue Springs city limits Tuesdays, Wednesdays, and Thursdays; and (3) Transportation to day trips from Vesper Hall.

BACKGROUND/JUSTIFICATION

Mid-America Regional Council (MARC) has, for many years, provided limited transportation of residents 60 years of age and older and individuals with disabilities to and from Vesper Hall in order to access a nutritional hot meal and building activities. OATS will provide three different services for the City: Site Transportation, Community Route and Day Trips, therefore three contracts are required.

Site Transportation - OATS will start pickup at 8:00 a.m., Monday – Friday, excluding City holidays, and return riders home starting at 12:30 p.m. Requirements to ride the bus include being over the age of 60 or being disabled between the ages of 18-59. Riders are picked up from their residence and dropped off only at Vesper Hall. Drivers assist the riders as needed. Riders will not be charged for this service.

MARC provides funding based on a set amount ($6.50) per rider each way. OATS will charge $76.00 per hour and has estimated the site transportation cost to be $78,660 for the fiscal year.

Community Transportation - Community transportation provides services for seniors age 60+ and disabled adults from age 19-59. This service, provided by OATS, is on Tuesdays, Wednesdays, and Thursdays from 10:00 a.m. – 2:00 p.m.

Riders can access this transportation by making appointments with OATS. OATS will provide Accessible vehicles and drivers for this service. Requirements to ride the bus include being over the age of age 60 or being disabled between the ages of 18-59. Riders are picked up and dropped off only at locations within the Blue Springs city limits. Drivers assist the riders as needed. Riders pay $3 fee per stop. This fee is subtracted from the monthly expense prior to the City of Blue Springs receiving the invoice. OATS will charge $76 per hour and has estimated the community route cost to be $73,592 for the fiscal year.

Day Trips - The City of Blue Springs has for many years offered scheduled day trips to various locations for senior citizens as a part of its normal programming. Historically, the City hired and used tour buses or coaches to transport the seniors on day trips. The cost is now prohibitive

for the use of coaches or tour buses when combined with the admission cost to the location of the trip.

The OATS cost is established at $76 hourly, key on to key off. We are projecting a total of eighteen trips during the fiscal year, which are normally within a one-hour drive in each direction, with the total cost of the agreement estimated at $10,488. The cost of the OATS van will be covered through the program fees paid by the participants.

Based on the expressed need and the number of individuals currently utilizing this service, this transportation option is necessary in the City of Blue Springs.

FINANCIAL IMPACT

Contractor:	OATS, Incorporated
Amount of Request/ Contract:	$162,740
Amount Budgeted:	100-45000-530900 - $90,592 100-45000-530900 MARC-TRN PER- $78,508
Budget Year:	FY 2024-25
Funding Source/Account #:	$78,660 – 100-45000-530900 MARC - TRN PER $84,080 – 100-45000-530900
Account Balance:	$162,740 Date: 9/11/2024
Revenue to be Received:	$17,940
Revenue Account No.	100-00000-420120 MARC-TRN PER

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
October 1, 2024	September 30, 2025
Years and Months Contract in effect	**Number of times renewable**
1 year	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract for Site Transportation attached as Exhibit A;
2. Resolution with Contract for Community Transportation attached as Exhibit A;
3. Resolution with Contract for Transportation attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☐	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	OATS, Incorporated 2501 Maguire Blvd, STE 101 Columbia, Missouri 65201
Project Exemption Certificate needed:	☐	
Other:	☐	

Resolution No. 69-2024

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND OATS, INCORPORATED DBA OATS TRANSIT FOR SITE TRANSPORTATION TO AND FROM VESPER HALL

WHEREAS, the City of Blue Springs has contracted with OATS, Incorporated dba OATS Transit to allow for transportation services to and from Vesper Hall for patrons 60 years and older; and

WHEREAS, OATS, Incorporated, will charge $76 per hour for site transportation services to and from Vesper Hall, Monday thru Friday.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a contract with Oats, Incorporated dba OATS Transit for site transportation in the amount of $78,660. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract.

Section 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Agreement for Services

G-702
Rev: 3/20/24

This agreement is entered into by **City of Blue Springs** located at 903 W Main St., Blue Springs, MO 64015 816-226-9121 , hereinafter known as the " **Contracting Party**" and OATS, Inc., 2501 Maguire Blvd, Ste 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as OATS Transit.

The Contracting Party and OATS Transit hereby agree as follows:

1. This Agreement becomes effective on 10/1/2024 and terminates on 9/30/2025.

2. OATS Transit agrees to transport the Contracting Party to and from **Vesper Hall** for the purpose of Site Transportation. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available. Note: In rural areas, OATS Transit is a general public transportation provider and therefore routes are published and open to the public.

3. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of $ **76.00** per **Hour**. Payment is due upon receipt of invoice; service cannot be delivered for delinquent accounts. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.

4. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): $ 78,660 for approx. 1,035 hours of service, Monday-Friday.

5. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through your OATS Transit regional office.

6. Unless otherwise noted below under item nine, OATS Transit will not provide service on the following 13 holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; Juneteenth; 4th of July; Labor Day; Columbus/ Indigenous Peoples Day; Veterans Day; Thanksgiving; the Day After Thanksgiving; Christmas Eve and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.

7. In cases of inclement weather OATS Transit' s general policy is to use the public school closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.

8. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

9. Special conditions which apply to this Agreement are as follows *(specify " none" if none apply)*:
   Vesper staff will email OATS office any changes to the daily transportation route by 2:30 pm the day before. New Clients and or address changes will need to be emailed to OATS office at least 48 business hours in advance. OATS vehicles will be parked at the FUMC in Blue Springs. Vesper Hall is closed on Veterans Day. OATS will provide door to door or curb to curb transportation for residents 60+ or 18-59 with a disability within Blue Springs City limits to and from Vesper Hall.

Contracting Party

By: _____

Agency Email: _____

Date: _____

OATS, Inc.

By: Dorothy Yeager
Dorothy Yeager, Executive Director

Date: 9/5/24 Regional Director Initials: BAL

Funding Source Code: 7_0-U-3034

Charter: Does this service support OATS program purposes?
☑ YES – Not considered charter; no further action required.
☐ NO – Contact Home Office for instructions

SUPERSEDING ADDENDUM

1. This superseding addendum is made and entered this 30th day of August, 2024, by and between Blue Springs, Missouri ("City") and OATS, Inc. ("Contractor").

2. This superseding addendum form is hereby made a part of OATS Transit Agreement for Services (the "Agreement") by and between the parties, modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this addendum is expressly incorporated and made a part of the Agreement.

3. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Jackson County, Missouri at Independence or in federal court of the Western District of Missouri and waive any objection based upon venue or forum or otherwise.

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 City's sovereign immunity. The parties agree that the City is not indemnifying Contractor for any reason whatsoever.

5. Contractor shall comply with all state, local, and federal laws, and any rules or regulations applicable to providing the services under this Agreement.

6. Contractor shall indemnify and hold harmless the City and its officers and employees, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Contractor, or its employees, or subcontractors, in the performance of Contractor's duties under this Agreement, or any supplements or amendments thereto.

7. OATS shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the OATS, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the OATS, its officers, directors, employees and agents, or any subcontractors of OATS. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all OATS operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least $ 2,000,000.00; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30)

days' advance written notice of such event being given to the City Clerk. A copy of the insurance policy shall be made available to the City upon request. Any self-insurance or deductible above fifty thousand dollars ($50,000.00) must be declared to and pre-approved by the City.

8. In the event of litigation by the City against the Contractor to enforce the terms of this Agreement or to remedy a breach of the terms of this Agreement (either in law or in equity), the City shall be entitled to recover from the Contractor its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

9. Contractor acknowledges and agrees that the City is subject to Missouri's Open Records Law (Chapter 610, RSMo), and, notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall preclude the City from fulfilling its legal obligations under Chapter 610, RSMo. No action taken by the City to comply with its obligations under Chapter 610, RSMo shall be considered a breach of any provision of the Agreement.

10. Pursuant to RSMo 285.530(1), as a condition for the award of any contract in excess of five thousand dollars, Contractor, by its sworn affidavit in substantially the form attached hereto, hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employee any person who is an unauthorized alien in connection with the contracted services. This section shall not apply to contracts merely for goods or products.

11. RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

12. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.

13. This Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

14. Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

15. In accordance with the laws of the State of Missouri, specifically Missouri Constitution, art. VI, section 26, notwithstanding any provision to the contrary, nothing in the Agreement shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under the Agreement is expressly subject to appropriation of funds by the City year-to-year during the duration of the Agreement.

16. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this Agreement by providing a 30 day notice, without cause, for the convenience of the City. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

17. In accepting this Agreement, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this Agreement. All applicable federal regulations and the provisions of Section 105.450, RSMo, *et seq.* shall not be violated.

18. Except with the prior written consent of the City, which consent shall be considered in its sole discretion, Contractor shall not assign the Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the services to be performed under the Agreement. The City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Agreement, nor shall it create any obligation from the City to any assignee, subcontractor, or vendor.

19. The Agreement may be amended, changed, modified, or supplemented only by written agreement executed by both parties.

[Remainer of page intentionally left blank**]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or by their authorized representatives.

OATS, Inc.:

By: Dorothy Yeager

Name: Dorothy Yeager

Title: Executive Director

Dated: 8/30/2024

CITY OF BLUE SPRINGS, MISSOURI:

By: _____
Christine Cates, City Administrator

Dated: _____

APPROVED

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

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

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

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

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

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

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

1. My name is Dorothy Yeager and I am currently the Executive Director of OATS, Inc. (hereinafter "Company"), whose business address is 2501 Maguire Blvd., Columbia, MO 65201, and I am authorized to make this Affidavit.

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

3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

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

Affiant / Contractor

Dorothy Yeager
Printed Name

Subscribed and sworn to before me this 15th day of August, 20 24.

Notary Public

SEAL

KIM A. WOOD
Comm. Exp. 09/26/2024
NOTARY PUBLIC NOTARY SEAL
#12413065
Boone County
STATE OF MISSOURI

Rev. 02/14/2023

Copy of the First Page of the Memorandum of Understanding between OATS, Inc., the Social Security Administration and the Department of Homeland Security-Verification Division.

Company ID Number: 155435

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **OATS, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Copy of Signature Page of the Memorandum of Understanding between OATS, Inc., the Social Security Administration and the Department of Homeland Security-Verification Division.

Company ID Number: 155435

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer OATS, Inc.

Dorothy Yeager	
Name (Please type or print)	Title
Electronically Signed	**09/29/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**09/29/2008**
Signature	Date

Resolution No. 70-2024

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND OATS, INCORPORATED DBA OATS TRANSIT FOR COMMUNITY TRANSPORTATION

WHEREAS, the City of Blue Springs has contracted with OATS, Incorporated dba OATS Transit to allow for transportation services for individuals 60 years and older and disabled adults ages 19 - 59 throughout Blue Springs City Limits; and

WHEREAS, OATS, Incorporated, dba OATS Transit will charge $76 per hour for transportation services to and from various locations within Blue Springs City limits on Tuesdays, Wednesdays, and Thursdays.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a contract with Oats, Incorporated dba OATS Transit for Community Transportation in the amount of $73,592. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract.

Section 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Agreement for Services

G-702
Rev: 3/20/24

This agreement is entered into by **City of Blue Springs** located at 903 W Main St., Blue Springs, MO 64015 816-226-9121 , hereinafter known as the " **Contracting Party**" and OATS, Inc., 2501 Maguire Blvd, Ste 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as OATS Transit.

The Contracting Party and OATS Transit hereby agree as follows:

1. This Agreement becomes effective on 10/1/2024 and terminates on 9/30/2025.

2. OATS Transit agrees to transport the Contracting Party to and from **Various Locations** for the purpose of Various Purposes. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available. Note: In rural areas, OATS Transit is a general public transportation provider and therefore routes are published and open to the public.

3. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of $ **76.00** per **Hour**. Payment is due upon receipt of invoice; service cannot be delivered for delinquent accounts. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.

4. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): $ 73,592 for approx. 1,050 hours of service less $6,208 in fares.

5. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through your OATS Transit regional office.

6. Unless otherwise noted below under item nine, OATS Transit will not provide service on the following 13 holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; Juneteenth; 4th of July; Labor Day; Columbus/ Indigenous Peoples Day; Veterans Day; Thanksgiving; the Day After Thanksgiving; Christmas Eve and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.

7. In cases of inclement weather OATS Transit' s general policy is to use the public school closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.

8. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

9. Special conditions which apply to this Agreement are as follows *(specify " none" if none apply)*:
   OATS will provide door to door or curb to curb transportation for residents 60+ within Blue Springs City Limits. Vesper Administrator will qualify residents that are 18-59 with a disability. Transportation will be provided on Tuesday, Wednesday, and Thursday each week from 10:00 am to 2:00 pm.
   There is a $3.00 per stop co-pay which is deducted from the monthly invoice.

Contracting Party

By: _____

Agency Email: _____

Date: _____

OATS, Inc.

By: Dorothy Yeager
Dorothy Yeager, Executive Director

Date: **9/5/24** Regional Director Initials: ***BAL***

Funding Source Code: 7_0-U-7778

Charter: Does this service support OATS program purposes?
☑ YES – Not considered charter; no further action required.
☐ NO – Contact Home Office for instructions

SUPERSEDING ADDENDUM

1. This superseding addendum is made and entered this 30th day of August, 2024, by and between Blue Springs, Missouri ("City") and OATS, Inc. ("Contractor").

2. This superseding addendum form is hereby made a part of OATS Transit Agreement for Services (the "Agreement") by and between the parties, modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this addendum is expressly incorporated and made a part of the Agreement.

3. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Jackson County, Missouri at Independence or in federal court of the Western District of Missouri and waive any objection based upon venue or forum or otherwise.

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 City's sovereign immunity. The parties agree that the City is not indemnifying Contractor for any reason whatsoever.

5. Contractor shall comply with all state, local, and federal laws, and any rules or regulations applicable to providing the services under this Agreement.

6. Contractor shall indemnify and hold harmless the City and its officers and employees, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Contractor, or its employees, or subcontractors, in the performance of Contractor's duties under this Agreement, or any supplements or amendments thereto.

7. OATS shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the OATS, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the OATS, its officers, directors, employees and agents, or any subcontractors of OATS. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all OATS operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least $ 2,000,000.00; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30)

days' advance written notice of such event being given to the City Clerk. A copy of the insurance policy shall be made available to the City upon request. Any self-insurance or deductible above fifty thousand dollars ($50,000.00) must be declared to and pre-approved by the City.

8. In the event of litigation by the City against the Contractor to enforce the terms of this Agreement or to remedy a breach of the terms of this Agreement (either in law or in equity), the City shall be entitled to recover from the Contractor its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

9. Contractor acknowledges and agrees that the City is subject to Missouri's Open Records Law (Chapter 610, RSMo), and, notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall preclude the City from fulfilling its legal obligations under Chapter 610, RSMo. No action taken by the City to comply with its obligations under Chapter 610, RSMo shall be considered a breach of any provision of the Agreement.

10. Pursuant to RSMo 285.530(1), as a condition for the award of any contract in excess of five thousand dollars, Contractor, by its sworn affidavit in substantially the form attached hereto, hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employee any person who is an unauthorized alien in connection with the contracted services. This section shall not apply to contracts merely for goods or products.

11. RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

12. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.

13. This Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

14. Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

15. In accordance with the laws of the State of Missouri, specifically Missouri Constitution, art. VI, section 26, notwithstanding any provision to the contrary, nothing in the Agreement shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under the Agreement is expressly subject to appropriation of funds by the City year-to-year during the duration of the Agreement.

16. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this Agreement by providing a 30 day notice, without cause, for the convenience of the City. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

17. In accepting this Agreement, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this Agreement. All applicable federal regulations and the provisions of Section 105.450, RSMo, *et seq.* shall not be violated.

18. Except with the prior written consent of the City, which consent shall be considered in its sole discretion, Contractor shall not assign the Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the services to be performed under the Agreement. The City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Agreement, nor shall it create any obligation from the City to any assignee, subcontractor, or vendor.

19. The Agreement may be amended, changed, modified, or supplemented only by written agreement executed by both parties.

[Remainer of page intentionally left blank**]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or by their authorized representatives.

OATS, Inc.:

By: Dorothy Yeager

Name: Dorothy Yeager

Title: Executive Director

Dated: 8/30/2024

CITY OF BLUE SPRINGS, MISSOURI:

By: _____
Christine Cates, City Administrator

Dated: _____

APPROVED

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

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

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

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

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

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

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

1. My name is Dorothy Yeager and I am currently the Executive Director of OATS, Inc. (hereinafter "Company"), whose business address is 2501 Maguire Blvd., Columbia, MO 65201, and I am authorized to make this Affidavit.

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

3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

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

Affiant / Contractor

Dorothy Yeager
Printed Name

Subscribed and sworn to before me this 15th day of August, 20 24.

Notary Public

SEAL

KIM A. WOOD
Comm. Exp. 09/26/2024
NOTARY PUBLIC NOTARY SEAL
#12413065
Boone County
STATE OF MISSOURI

Rev. 02/14/2023

Copy of the First Page of the Memorandum of Understanding between OATS, Inc., the Social Security Administration and the Department of Homeland Security-Verification Division.

Company ID Number: 155435

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **OATS, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Copy of Signature Page of the Memorandum of Understanding between OATS, Inc., the Social Security Administration and the Department of Homeland Security-Verification Division.

Company ID Number: 155435

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer OATS, Inc.

Dorothy Yeager	
Name (Please type or print)	Title
Electronically Signed	**09/29/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**09/29/2008**
Signature	Date

Resolution No. 71-2024

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND OATS, INCORPORATED DBA OATS TRANSIT FOR TRANSPORTATION FOR VARIOUS DAY TRIPS

WHEREAS, the City of Blue Springs has contracted with OATS, Incorporated dba OATS Transit to allow for transportation to and from Vesper Hall for various day trips for patrons 60 years and older; and

WHEREAS, OATS, Incorporated, will charge $76 per hour for transportation to various attractions throughout the Kansas City metro.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a contract with OATS, Incorporated dba OATS Transit for transportation for various day trips in the amount of $10,488. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract.

Section 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Agreement for Services

G-702
Rev: 3/20/24

This agreement is entered into by **City of Blue Springs** located at 903 W Main St, Blue Springs, MO 64015 816-2269121, hereinafter known as the "**Contracting Party**" and OATS, Inc., 2501 Maguire Blvd, Ste 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as OATS Transit.

The Contracting Party and OATS Transit hereby agree as follows:

1. This Agreement becomes effective on 10/1/2024 and terminates on 9/30/2025.

2. OATS Transit agrees to transport the Contracting Party to and from Various Locations for the purpose of Various Activities. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available. Note: In rural areas, OATS Transit is a general public transportation provider and therefore routes are published and open to the public.

3. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of $ **76.00** per **Hour**. Payment is due upon receipt of invoice; service cannot be delivered for delinquent accounts. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.

4. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): $ 10,488 for approximately 138 hours of service.

5. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through your OATS Transit regional office.

6. Unless otherwise noted below under item nine, OATS Transit will not provide service on the following 13 holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; Juneteenth; 4th of July; Labor Day; Columbus/ Indigenous Peoples Day; Veterans Day; Thanksgiving; the Day After Thanksgiving; Christmas Eve and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.

7. In cases of inclement weather OATS Transit's general policy is to use the public school closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.

8. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

9. Special conditions which apply to this Agreement are as follows *(specify "none" if none apply)*:
   OATS will require a two week notice for the need of 1 or 2 vehicles (2nd vehicle based on driver and vehicle availability). We will require 1 week notice for name and demographics of riders going on trip.

Contracting Party

By: _____

Agency Email: _____

Date: _____

OATS, Inc.

By: Dorothy Yeager
Dorothy Yeager, Executive Director

Date: 9/5/2024 Regional Director Initials: *BAL*

Funding Source Code: 70-U-3731

Charter: Does this service support OATS program purposes?
☑ YES – Not considered charter; no further action required.
☐ NO – Contact Home Office for instructions

SUPERSEDING ADDENDUM

1. This superseding addendum is made and entered this 30th day of August, 2024, by and between Blue Springs, Missouri ("City") and OATS, Inc. ("Contractor").

2. This superseding addendum form is hereby made a part of OATS Transit Agreement for Services (the "Agreement") by and between the parties, modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this addendum is expressly incorporated and made a part of the Agreement.

3. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Jackson County, Missouri at Independence or in federal court of the Western District of Missouri and waive any objection based upon venue or forum or otherwise.

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 City's sovereign immunity. The parties agree that the City is not indemnifying Contractor for any reason whatsoever.

5. Contractor shall comply with all state, local, and federal laws, and any rules or regulations applicable to providing the services under this Agreement.

6. Contractor shall indemnify and hold harmless the City and its officers and employees, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Contractor, or its employees, or subcontractors, in the performance of Contractor's duties under this Agreement, or any supplements or amendments thereto.

7. OATS shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the OATS, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the OATS, its officers, directors, employees and agents, or any subcontractors of OATS. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all OATS operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least $ 2,000,000.00; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30)

days' advance written notice of such event being given to the City Clerk. A copy of the insurance policy shall be made available to the City upon request. Any self-insurance or deductible above fifty thousand dollars ($50,000.00) must be declared to and pre-approved by the City.

8. In the event of litigation by the City against the Contractor to enforce the terms of this Agreement or to remedy a breach of the terms of this Agreement (either in law or in equity), the City shall be entitled to recover from the Contractor its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

9. Contractor acknowledges and agrees that the City is subject to Missouri's Open Records Law (Chapter 610, RSMo), and, notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall preclude the City from fulfilling its legal obligations under Chapter 610, RSMo. No action taken by the City to comply with its obligations under Chapter 610, RSMo shall be considered a breach of any provision of the Agreement.

10. Pursuant to RSMo 285.530(1), as a condition for the award of any contract in excess of five thousand dollars, Contractor, by its sworn affidavit in substantially the form attached hereto, hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employee any person who is an unauthorized alien in connection with the contracted services. This section shall not apply to contracts merely for goods or products.

11. RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

12. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.

13. This Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

14. Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

15. In accordance with the laws of the State of Missouri, specifically Missouri Constitution, art. VI, section 26, notwithstanding any provision to the contrary, nothing in the Agreement shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under the Agreement is expressly subject to appropriation of funds by the City year-to-year during the duration of the Agreement.

16. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this Agreement by providing a 30 day notice, without cause, for the convenience of the City. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

17. In accepting this Agreement, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this Agreement. All applicable federal regulations and the provisions of Section 105.450, RSMo, *et seq.* shall not be violated.

18. Except with the prior written consent of the City, which consent shall be considered in its sole discretion, Contractor shall not assign the Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the services to be performed under the Agreement. The City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Agreement, nor shall it create any obligation from the City to any assignee, subcontractor, or vendor.

19. The Agreement may be amended, changed, modified, or supplemented only by written agreement executed by both parties.

[Remainer of page intentionally left blank**]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or by their authorized representatives.

OATS, Inc.:

By: Dorothy Yeager

Name: Dorothy Yeager

Title: Executive Director

Dated: 8/30/2024

CITY OF BLUE SPRINGS, MISSOURI:

By: _____
Christine Cates, City Administrator

Dated: _____

APPROVED

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

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

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

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

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

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

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

1. My name is Dorothy Yeager and I am currently the Executive Director of OATS, Inc. (hereinafter "Company"), whose business address is 2501 Maguire Blvd., Columbia, MO 65201, and I am authorized to make this Affidavit.

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

3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

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

Affiant / Contractor

Dorothy Yeager
Printed Name

Subscribed and sworn to before me this 15th day of August, 20 24.

Notary Public

SEAL

KIM A. WOOD
Comm. Exp. 09/26/2024
NOTARY PUBLIC NOTARY SEAL
#12413065
Boone County
STATE OF MISSOURI

Rev. 02/14/2023

Copy of the First Page of the Memorandum of Understanding between OATS, Inc., the Social Security Administration and the Department of Homeland Security-Verification Division.

Company ID Number: 155435

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **OATS, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Copy of Signature Page of the Memorandum of Understanding between OATS, Inc., the Social Security Administration and the Department of Homeland Security-Verification Division.

Company ID Number: 155435

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer OATS, Inc.

Dorothy Yeager	
Name (Please type or print)	Title
Electronically Signed	**09/29/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**09/29/2008**
Signature	Date

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 6, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt three Resolutions approving three-year Labor Agreement with the Fraternal Order of Police, West Central Missouri Regional Lodge 50 for Police Officers, Sergeants and Lieutenants.

BACKGROUND/JUSTIFICATION

Resolutions 92-2021, 93-2021 and 94-2021 were approved on October 18, 2021, adopting three 3-year agreements with the Police Officers, Sergeants and Lieutenants bargaining units of the Fraternal Order of Police, West Central Missouri Regional Lodge 50. Each agreement was amended in 2022 and 2023 and expires on September 30, 2024.

Negotiations for new three-year agreements started in June and concluded in August. On August 30, the City received notification that the tentative agreements had been approved by all three the bargaining units. These agreements are effective from October 1, 2024, through September 30, 2027.

A summary of the changes included in the Agreements are:
All units:

- A three-year step pay plan for all unit members. The first year adjusts starting officer pay from $50,000 to $55,000 and the following years the starting pay is adjusted by 1.5% and the step increases are 3% each year for all units.
- Christmas Eve and Juneteenth were added to the list of city paid holidays.
- The clothing allowance for Detectives, Sergeant Detectives, and Lieutenants Detectives has been increased from $50/month to $100/month.
- Update to the language in Section 10.01 of the agreement about regarding participation in the City's wellbeing program.
- Update to the language for Administrative Investigations following the requirements of the Missouri Police Officer's Bill of Rights.

Officers:

- The numbers of steps in the pay rate step plan have been reduced from 20 to 18.
- The list of specialized assignments has been updated to reflect current operations.
- The bidding process was changed to occur two times each year instead of one.
- Changes were made to the Sergeant Promotions in Section 9.01.
- Field Training Officer Pay was increased from $2/hour to $4/hour.

Sergeants:

- The numbers of steps in the pay rate step plan have been reduced from 13 to 10.
- The list of specialized assignments has been updated to reflect current operations.
- Changes were made to the Sergeant Promotions in Section 9.01.

- Changes were made to the Lodge Representatives in Section 4.01.

Lieutenants:

- The numbers of steps in the pay rate step plan have been reduced from 11 to 8.

For this agreement, the City's negotiating committee consists of Christine Cates, City Administrator; Bob Muenz, Chief of Police, and Human Resources Director, Amy Willyard. Jeff Place continues to serve as the City's outside special counsel for collective bargaining negotiations.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2027

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with proposed agreement for Police Officers attached as Exhibit A
2. Resolution with proposed agreement for Sergeants attached as Exhibit A
3. Resolution with proposed agreement for Lieutenants attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 72-2024

A RESOLUTION APPROVING A THREE-YEAR LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, WEST CENTRAL MISSOURI REGIONAL LODGE 50, FOR EMPLOYEES WITH THE RANK OF POLICE OFFICER

WHEREAS, the State of Missouri provides the right of collective bargaining for groups of employees such as those holding the rank of police officer for the City of Blue Springs; and

WHEREAS, the original Labor Agreement which expired on June 30, 2018 was approved by Resolution 91-2015 and subsequently amended by Resolutions 05-2017 and 17-2018; and

WHEREAS, a second three-year agreement which expired on September 30, 2021 was approved by Resolution 83-2018; and

WHEREAS, a third three-year agreement expiring on September 30, 2024 was approved by Resolution 92-2021 for three years and subsequently amended by Resolutions 71-2022, 66-2023, and 107-2023; and

WHEREAS, representatives from the Lodge and the City have met, bargained in good faith and discussed conditions and terms of employment and mutually agreeable language for a labor agreement for the bargaining unit consisting of employees holding the rank of police officer; and

WHEREAS, the City has been informed that the members of the bargaining unit have voted in the affirmative to approve the tentative Labor Agreement which is attached hereto as Exhibit "A" and the Lodge now requests that the City Council consider approving same; and

WHEREAS, the City Council has reviewed this agreement with members of management and its legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator has the authority and is hereby authorized to enter into a three-year Labor Agreement with the Fraternal Order of Police, West Central Missouri Regional Lodge 50, covering the terms and conditions of employment contained therein, and no other terms and conditions. A copy of the proposed agreement is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said Labor Agreement.

Section 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF Blue Springs, MISSOURI

AND

FRATERNAL ORDER OF POLICE
WEST CENTRAL MISSOURI REGIONAL

LODGE # 50

2024-2027

LABOR AGREEMENT

POLICE OFFICERS BARGAINING UNIT

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Blue Springs, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with the City's Human Resources Manual, with any General Orders of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Human Resources Manual, and the Department's General Orders and other written directives will address topics not covered in this Agreement and will provide further details about matters that are addressed in this Agreement. To the extent these written materials do not conflict with the provisions of this Agreement, they shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn Police Officers below the rank of Sergeant.

Section 2.02 Added Classification

In the event any new full-time sworn job classification is added to the Department with a rank below that of Sergeant, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political

affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

Article III. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, including but not limited to the right to:

(a) Determine the mission of the City and the Department;

(b) Direct the working forces;

(c) Hire, classify, assign, promote, and transfer employees;

(d) Suspend, demote, discipline, and discharge employees for just cause;

(e) Relieve employees from duty because of lack of work or other legitimate reasons;

(f) Change existing methods, operations, facilities, equipment, and type or number of personnel;

(g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;

(h) Assign work to bargaining unit and/or civilian support personnel;

(i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and

(j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Representatives

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed ten (10) police officers, who shall serve as official Lodge representatives for that calendar year. One representative shall be selected from each shift on each rotation, and two representatives shall be selected from Staff Services.

Section 4.02 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their orientation process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to make its presentation.

Section 4.03 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the central break room of the Public Safety Building. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge.

Section 4.04 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Lodge and its members acknowledge that

all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to Union or Union-affiliated accounts.

Section 4.06 Union Business

The City will pay Union representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Union business shall be performed on non-working time.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative of their same rank on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon request, provide to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 300 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and

charged at 10 cents per page. In no event shall the Lodge be charged if the actual cost of research, duplication, and copies is less than $100.00.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 Establishment of Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for all positions within the bargaining units.

Article VII. Specialized Duty Assignments

Section 7.01 Full – Time Specialized Assignments

Full-Time specialized duty assignments shall include, but not be limited to K-9 Officer, School Resources Officer, Detectives, Traffic Officer, Community Services Officer, Professional Standards Detective and Jackson County Drug Task Force Officers.

Section 7.02 Part – Time Specialized Assignments

Part-time assignments shall include but not be limited to Bicycle Officer, STAT Team Officer, Crisis Intervention Team Coordinator, Crisis Negotiators, Drug Recognition

Experts, Drone Operator, Field Training Officers, Honor Guard, Voice Stress Examiners, Girls on Fire Instructors, Life Sports Instructors, and Training Instructors.

Section 7.03 Vacancy Posting

When there is a vacancy in any full-time or part-time specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail. The posting shall:

a) Identify the vacant or new position by name and the rank of the position;

b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and

c) Provide the entry qualifications for the position.

Section 7.04 Bid for Full-Time Special Assignment Vacancy

Bargaining unit employees with three (3) years of service or more, shall submit their bid for vacant full-time positions to the Chief or his or her designee within the time prescribed in the bid posting. Once the deadline has passed, if no one with three (3) years of service or more applies for said vacancy, the vacant position will be reposted and open for those with less than three (3) years of service. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications.

All vacant positions shall be subject to an oral board panel consisting of one (1) member of the bargaining unit, selected by the Lodge with approval of the Chief, who holds or has previously held the assignment being filled, and two or more individuals selected by management. The Chief may additionally elect to administer an appropriate test or tests for certain assignments. Each bidder shall receive a copy of their testing scores and/or oral board ratings. The Lodge shall receive the complete list of candidate scores upon conclusion of the vacancy bidding process. Employees shall be paid for all time in interviews and tests.

Section 7.05 Input and Selection for Full-Time Assignments

The Police Chief, or his or her designee, shall select the most qualified bidder to fill each assignment. Where overall qualifications are substantially equal, seniority shall be used as the tiebreaker to determine which bidder will be selected. When a candidate is passed over for position as provided herein, the Chief or his or her designee, upon request of the

individual candidate, shall meet with the passed over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future special assignment opportunities.

Section 7.06 Selection for Part-Time Assignments

When vacancies in part-time specialized duty assignments are to be filled, the Chief may elect to use an oral board, administer tests, or make selections based on the work record and aptitudes of the personnel who have submitted bids. The Police Chief, or his or her designee, shall select the most qualified bidder to fill each assignment.

Section 7.07 Multiple Positions

Personnel who hold part-time specialized assignments may bid for and hold multiple part-time specialized duty assignments, so long as no conflict exists among the positions held.

Section 7.08 Exempt Positions

Undercover or covert positions shall be exempt from the bidding and selection requirements of this Section.

When a position in the Detective Bureau becomes vacant, detectives who are currently assigned to the Detective Bureau may request to transfer to the vacant position before the position is opened up to other members of the Department. This Clause excludes task force position openings.

Article VIII. Hours of Work

Section 8.01 Hours

The normal shift duration is eight (8) or ten (10) hours, depending upon the assignment.

Section 8.02 Shift Bidding Procedure

Members assigned to Patrol, Traffic, and/or K-9 Squad will complete a bidding process each March and September, wherein:

(a) The bidding process will begin in January and July of each year, with employees submitting their choices for duty assignments within their respective units to their direct supervisor on or before March 5 and September 5.

(b) Direct supervisors will forward the requests with recommendations to the Operations and Administration Division Commanders or their designees for review.

(c) The Division Commanders or their designees will announce the shift assignments, in writing, no later than March 15 and September 15.

(d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Police Chief or his or her designee.

(e) New shift assignments will become effective beginning on the first pay period after April 1 and October 1 each year.

(f) Bidding shall proceed in seniority order. For the purpose of shift bidding, Seniority shall be defined as Officer commission date with the Blue Springs Police Department.

(g) The Chief or his or her designee shall have the right to assign any employee who enters service or moves into a new assignment to a shift until the next bidding process commences.

Section 8.03 Part-Time Specialized Assignments

Employees in part-time specialized assignments may bid for work hours; however, the Department may depart from the requirements of Section 8.02 if necessary to adequately spread specialized employees throughout the shifts.

Section 8.04 Shift Transfers and Reassignments

Employees may submit written requests to be transferred to any open position on a different shift, unit, section or squad (excepting specialized assignments) through their chain of command. Employees may also submit written requests to trade shifts, units, sections, or squads with another employee, so long as both employees are in agreement to the trade. Transfers and trades shall be subject to the approval of the Chief or his or her designee.

The Chief shall have the authority to reassign any employee or employees to another shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved. When a reassignment may cause bumping of an employee, the Department shall initially seek volunteers and shall honor seniority as much as reasonably practical.

Section 8.05 Meal Breaks

The Department shall make a reasonable attempt to allow officers to receive a thirty (30) minute paid meal break. All employees shall receive two fifteen (15) minute rest breaks per shift worked, where reasonably feasible. All breaks may be interrupted or cancelled due to work demands or operational needs of the Department.

Section 8.06 Duty Trade

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from the Chief, or his or her designee. Trades must occur within the same pay period. All such trades shall be purely voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

Article IX. Promotions

Section 9.01 Sergeant Promotions

When the Chief determines there is a need to fill one or more Sergeant positions, he or she shall distribute a notice of the opening(s) via email at least thirty (30) days before the position is to be filled. The email shall specify the number of positions to be filled, and the commencement date for the promotional process. Officers must have a minimum of 5 years of continuous service with the Department as of the date of the written examination to be eligible to test for promotion to sergeant. Employees who have received substantial discipline (either a suspension with loss of pay or more than three written reprimands) in the prior two years shall not be eligible to participate in the promotional process.

(a) The promotional process shall begin with a written examination, to be purchased from an outside entity. Candidates completing the written examination will advance to the Oral Board interview.

(b) The Oral Board shall consist of one sergeant, two outside law enforcement professionals at or above the rank of sergeant, and two members of the community. All members of the Board shall be selected by the Chief or his or her designee. The Oral Board will interview and score all candidates. The Chief or his or her designee will develop a core set of questions to ask each candidate, with input from the Board members. The Board may additionally ask appropriate follow up and individual background questions of each employee.

(c) At the Chief's discretion, the testing process may also include skills tests or other practical examination components, in addition to the written examination.

(d) The Chief or their designee will compile all scores and provide them to the Human Resources Department in a ranked order, based upon the overall combined scores received on the written and oral portions of the promotional process, as well as the candidates' average performance evaluation scores over the prior three (3) years and any practical or skills-based tests the Chief chooses to include in the process. The Human Resources Department will approve the final ranked list. For each opening, the Chief shall select the candidate to be promoted from among the top five candidates on the list at that time. Where more than one position is to be filled, the sixth candidate on the list shall move into the fifth position after the first successful candidate is selected, and so on. In determining which candidate(s) to promote, the Chief shall consider each applicant's position on the list, leadership traits, teamwork, professionalism, work ethic, history of meeting organizational goals, overall job performance, and creativity.

At the conclusion of the promotional process, each candidate shall receive their individual scores, including their cumulative score in the process as a whole, and their overall scores in each area of assessment, such as oral boards, written examination, and any other area assessed during the promotional process. The Lodge and the Chief shall also receive the list of all candidates' scores.

(e) Each list created during a promotional process shall remain active for one (1) year following the promotion date of the initial successful candidate, or until the list is exhausted, whichever occurs first. The Chief shall have the option of extending use of the list for an additional one (1) year, if it has not been exhausted after the first year. Once the list is exhausted or has expired, the Department shall announce that it will conduct a promotional process within thirty (30) days of it receiving notice of the need to fill a vacant sergeant's position.

(f) Rules regarding promotional eligibility and additional details of the promotional process are set out in Departmental policy, as it may be revised from time to time, consistent with this Agreement.

(g) Any officer who declines a promotion shall be removed from the eligibility list and will not be considered for promotion unless he or she participates in a subsequent promotional testing process, is placed on a subsequent eligibility list, and is re-selected consistent with the provisions of this Article.

(h) When a candidate is passed over for promotion as provided herein, the Chief, upon request of the individual candidate, shall meet with the passed-over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future promotional opportunities.

(i) Employees shall be paid for time spent in testing or in interviews during the promotional process.

Article X. Transitional Duty Assignments

Section 10.01 Duty Related Injury

When an employee is injured in the line of duty, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified.

Section 10.02 Non-Duty Related Medical Condition

When an employee is unable to perform his or her regular work assignment due to a non-work-related injury or non-communicable illness, the City may offer a transitional duty assignment, to the extent productive work is available. Employees with on-the-job injuries shall have preference over employees with non-work-related injuries for any such assignments.

Section 10.03 Acceptance of Transitional Duty

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

Article XI. Wages

Section 11.01 Pay Range and Wage Increases

The pay rate step plan for all personnel covered under this Agreement during the life of this Agreement shall be as follows:

2024 - 25		
10% increase		
Police Officer (B-FOP)		
step	annually	hourly

0	$ 55,000.00	$ 26.44
1	$ 56,650.00	$ 27.24
2	$ 58,349.50	$ 28.05
3	$ 60,099.99	$ 28.89
4	$ 61,902.98	$ 29.76
5	$ 63,760.07	$ 30.65
6	$ 65,672.88	$ 31.57
7	$ 67,643.06	$ 32.52
8	$ 69,672.35	$ 33.50
9	$ 71,762.53	$ 34.50
10	$ 73,915.40	$ 35.54
11	$ 76,132.86	$ 36.60
12	$ 78,416.85	$ 37.70
13	$ 80,769.35	$ 38.83
14	$ 83,192.43	$ 40.00
15	$ 85,688.21	$ 41.20
16	$88,258.85	$42.43
17	$90,906.62	$43.71
18	$93,633.82	$45.02

2025-2026

4.5% increase

Police Officer (B-FOP)		
step	annually	hourly
0	$ 57,475.00	$ 27.63
1	$ 59,199.25	$ 28.46
2	$ 60,975.23	$ 29.32
3	$ 62,804.48	$ 30.19
4	$ 64,688.62	$ 31.10
5	$ 66,629.28	$ 32.03
6	$ 68,628.26	$ 32.99
7	$ 70,687.00	$ 33.98
8	$ 72,807.61	$ 35.00
9	$ 74,991.84	$ 36.05
10	$ 77,241.59	$ 37.14
11	$ 79,558.84	$ 38.25
12	$ 81,945.61	$ 39.40
13	$ 84,403.98	$ 40.58
14	$ 86,936.09	$ 41.80
15	$ 89,544.18	$ 43.05
16	$92,230.50	$44.34
17	$94,997.42	$45.67
18	$97,847.34	$47.04

2026-2027

4.5% increase

Police Officer (B-FOP)

step	annually	hourly
0	$ 60,061.38	$ 28.88
1	$ 61,863.22	$ 29.74
2	$ 63,719.11	$ 30.63
3	$ 65,630.69	$ 31.55
4	$ 67,599.61	$ 32.50
5	$ 69,627.59	$ 33.47
6	$ 71,716.42	$ 34.48
7	$ 73,867.91	$ 35.51
8	$ 76,083.95	$ 36.58
9	$ 78,366.47	$ 37.68
10	$ 80,717.47	$ 38.81
11	$ 83,138.99	$ 39.97
12	$ 85,633.16	$ 41.17
13	$ 88,202.15	$ 42.40
14	$ 90,848.22	$ 43.68
15	$ 93,573.67	$ 44.99
16	$96,380.88	$46.34
17	$99,272.30	$47.73
18	$102,250.47	$49.16

This step plan shall go into effect on October 1, 2024.

Personnel covered under this Agreement shall receive a one-step increase effective in the first pay period after the officer's hire date anniversary each year, provided they have received a rating of "Meets Expectations" or better on their most recent performance evaluation.

Any employee who has reached the maximum step, and who otherwise qualifies for an increase, will receive a lump sum payment equal to 3.0% of his or her annual base salary in lieu of a step increase. The lump sum shall be received each anniversary date and in a separate payment.

Section 11.02 Financial Exigencies

The wage schedules set out in this labor agreement are based on municipal revenue and expense budget estimates. Therefore, implementation of these wage schedules is dependent upon the actual availability of projected municipal revenues. Any modification to the wage schedules due to a lack of available revenues for any positions covered under this agreement shall be subject to negotiation, upon notice by the City that has concluded it does not have sufficient funds to implement the wage schedules while meeting its other commitments and obligations. In the event such notice is given, no increases shall be implemented until agreement is reached on appropriate amounts and timing for such increases.

Section 11.03 Lateral Hires and Credit for Prior Experience

Applicants who have a minimum of two (2) years of experience in law enforcement may, at the discretion of the Chief, be hired at the following pay steps:

Prior Experience	Pay Step
2 years	1
3 years	2 (or lower at Chief's discretion)
4 years	3 (or lower at Chief's discretion)
5 years	4 (or lower at Chief's discretion)
6 years	5 (or lower at Chief's discretion)
7 years	6 (or lower at Chief's discretion)
8 years	7 (or lower at Chief's discretion)
9 years	8 (or lower at Chief's discretion)
10 years	9 (or lower at Chief's discretion)

Section 11.04 Bi-Lingual Incentive Pay

Employees who are fluent in conversational Spanish, as demonstrated in a test to be designated by the Department, shall receive an incentive of 25 cents per hour added to their base pay rate.

Section 11.05 Specialty Pay

(a) FTO pay: Field Training Officers (FTOs) shall receive $4 per hour pay, in addition to their regular wages, for each hour they are assigned a trainee.

(b) Clothing Allowance: Effective October 1, 2024, Detectives receive a clothing allowance of $100 per month.

(c) Canine Officers: Canine Officers shall receive eight (8) hours of pay at the outset of each pay period, which pay is intended to cover all of their time spent at home each day during the pay period in the care, feeding, and exercising of the City canine under their care, as is required under the Fair Labor Standards Act.

Section 11.06 Shift Differential

Officers assigned to the evening shift shall receive a differential of sixty cents ($0.60) per hour, and midnight shift shall receive a differential of eighty-five cents ($0.85) per hour. This differential shall be included on PTO, EIB, and kennel time pay for officers assigned to the above listed shifts.

Officers who are assigned to the above listed shifts temporarily shall receive the specified differential pay when working on those shifts.

Section 11.07 Detective On-Call Pay

Detectives covered under this Agreement shall receive $2.00 per hour for all hours spent on call, but not actually working. Time spent on call, but not actually working, shall not count toward overtime eligibility. When called in for work, detectives shall receive pay for all hours actually worked at their overtime rate.

Section 11.08 Jury Duty

In the event any employee covered under this Agreement is called for jury duty, the City will grant the employee time off with full regular pay for any regularly scheduled working day spent in court as a juror or prospective juror. Employees on evening or night shifts will be granted one shift off with pay on any day of jury service and may additionally use PTO to cover any scheduled shift that immediately adjoins a day of jury service but that is not covered as a paid jury service shift, in the same manner as the current practice for training days.

Employees may retain any remuneration received from the court as compensation for their service, in addition to their regular pay. Employees are required to notify their supervisor promptly whenever they are released from jury service and may be required to report for full or partial shifts when appropriate.

Section 11.09 Off-Duty Employment by Third Parties

Off-duty work shall be defined as time spent by the officer working security or providing other police-related services to third parties (i.e. entities other than the City of Blue Springs).

The Department shall notify third parties seeking to employ police personnel in security and other similar police-related functions that the minimum pay required is forty-five dollars ($45.00) per hour but will further notify all prospective employers that higher rates

are allowed, at the employer's discretion. The Department will post notices stating the date and time of any work requested under this paragraph, as well as the name of the employer and the rate being offered. Employees covered under this agreement shall be entitled to sign up to fill such work shifts on a first-come, first-served basis, so long as the work for third parties does not interfere with any employee's ability to meet his or her regular obligations to the City and to obtain adequate rest between shifts. The City shall not require any employee to fill work shifts for any third-party employer but retains the right to offer and assign work covering such events or duties as the direct employer of the City employee in question, in which case all work performed will count toward overtime eligibility during the then-current pay period.

Section 11.10 Out-of-Class Pay

When Officers are assigned to fill-in as Sergeants on a temporary basis, for a period of longer than one month, their base rate of pay shall be increased by five percent (5%). The fact that an employee may be receiving out-of-class pay shall not affect the timing of any annual raise or other scheduled pay increase.

When there is a need for a police officer to serve as an acting Sergeant, the opportunity to fill the position shall first be offered to any of the top five scoring candidates on any active promotional list. The Chief shall choose one of those five candidates to serve as the acting Sergeant. When no active list is available, the position shall be offered at the discretion of the Chief, with input from the Lodge.

Article XII. Overtime

Section 12.01 Two-Week Work Period / Overtime After 80 Hours Actually Worked

All personnel covered under this Agreement shall be scheduled on a two (2) week work period. Employees shall receive overtime pay at the rate of time-and-one-half for all hours actually worked over eighty (80) hours in the work period.

Section 12.02 Call-Out Overtime

All personnel who are called out for work outside their regular schedule (except for detectives in the call-out rotation, who are addressed below) shall be paid either two hours for each call-out or actual time worked, whichever is greater.

Detectives in the call-out rotation shall not be eligible for the two-hour minimum pay, but shall be paid at the overtime rate for all call-out hours actually worked, and shall receive $2.00 per hour for all hours spent on-call but not actually working.

Any call to duty with less than twenty-four hours' notice shall be considered a call-out.

Section 12.03 Overtime Calculation

Premium pay will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

Section 12.04 No Duplicative Payment

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as holiday pay.

Section 12.05 Overtime Assignment

Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

Section 12.06 Duty-Related Phone Calls

Employees who receive a phone call from any Department supervisor (Sergeant, Lieutenant, Captain, Major, or Chief), or their designee, while off-duty, which call lasts longer than seven minutes, and which concerns a job-related issue, shall be compensated at the overtime rate for the actual time spent on the call. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

Section 12.07 Mandatory Details

When the Department creates a mandatory detail for events during the year, the work assignment shall first be offered to volunteers in seniority order, from among those eligible. In the event there are an insufficient number of volunteers, the most junior qualified officers shall be required to fill any remaining openings.

Article XIII. Health and Welfare

Section 13.01 Insurance Provided

The City shall provide health, vision, and dental insurance plans for those employees who elect to participate on the same terms as those benefits are provided to non-represented employees of the City.

Employees who do not reach the minimum level of required participation in the wellbeing program by March 1 of each contract year will pay a $15 per pay period ($30 per month) non-participation fee during that insurance plan year. The non-participation fee is considered a taxable charge not in conjunction with medical premiums. Non-participation fees collected by the City will be put toward the City's Wellness Fund for use in future programs and incentives.

The City shall have the right to change plans and/or carriers, to increase or decrease premiums, co-pays, and benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Lodge, and at least sixty (60) days' notice if practicable. Before any change is implemented, the City shall meet with the Lodge to discuss changes, upon request.

Section 13.02 Life Insurance

The City will maintain life insurance coverage in the amount of one and one-half (1 1/2) times the employee's annual base salary, up to a maximum of $100,000 per employee. The City will pay 100% of the premium for this benefit.

Section 13.03 Vaccinations

The City will continue to make Influenza and Hepatitis A and B vaccinations available, at no charge to employees.

Article XIV. Retirement

Section 14.01 LAGERS

The City will implement the LAGERS L-6 retirement program with a required 2% employee contribution effective no later than October 1, 2021.

Section 14.02 Deferred Compensation Plans

The City will maintain enrollment in a voluntary deferred compensation plan with no employer match.

The City will also maintain a Section 125 flexible benefits spending plan and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

Section 14.03 Mandatory Retirement Age

The mandatory retirement age for all personnel covered under this agreement shall be age 68.

Article XV. Holidays

Section 15.01 Recognized Holidays

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day, and any other holiday designated by the City.

Section 15.02 Holiday Off-Duty

Employees whose regular day off falls on a holiday or who receive the holiday off-duty shall receive eight hours of straight time pay for the holiday.

Section 15.03 Holiday Worked

Employees who work a regularly scheduled shift on a holiday shall be paid straight time for their hours worked (unless the employee otherwise qualifies for overtime pay), plus eight hours of holiday pay.

ARTICLE XVI
PAID TIME OFF/EXTENDED ILLNESS BANK

16.01 Paid Time Off (PTO) Accumulation

PTO accumulation begins with the first paycheck. Eligible full-time employees will accumulate PTO hours each pay period at the following rates:

Years of Service	PTO Accumulation Per Pay Period	Maximum PTO per 12-month period
0 thru 4 years	5.2308 hours	136 hours
Year 5 - 14 years	6.7692 hours	176 hours
Year 15 and after	8.3077 hours	216 hours

16.02 Maximum PTO Balance

PTO hours may accumulate to the following maximums:

Years of Service	Maximum PTO Hours
0 – 4 years	272 hours
Year 5 – 14 years	352 hours
Year 15 and after	432 hours

Employees may not accumulate PTO hours in excess of the maximums above. If unusual staffing conditions cause an employee to be unable to take accumulated PTO hours and the employee will lose the PTO hours, an extension of those hours may be granted with the approval of the department director and human resources. Those hours must be used as quickly as possible. An employee may not be granted extension in consecutive years.

16.03 PTO Scheduling

(a) Employees must schedule PTO at least 12 hours before the start of their regular shift. Any PTO scheduled at least 12 hours in advance shall be treated as "scheduled PTO," and any PTO scheduled with less than 12 hours advance notice to the employee's supervisor shall be categorized as "unscheduled PTO." All requests are subject to department approval based on staffing needs and department procedures. Employees must utilize PTO hours for the first two consecutive shifts of an unscheduled absence (i.e. Called in sick). Employees must follow department call in procedures for unscheduled absences. Unscheduled absences will be monitored, and supervisors may request a statement from a health care provider.

(b) If a major holiday occurs during an employee's PTO time off, that day should be coded as major holiday on the employee's eTimecard or eTimesheet rather than PTO.

(c) Extended Illness time (EIB) will not be paid for illness or other incapacity during an employee's scheduled PTO.

(d) The maximum number of PTO hours taken per shift cannot exceed the number of hours in the employee's regularly scheduled workday. The maximum number of PTO hours taken per pay period cannot exceed the number of hours the employee is regularly scheduled to work per pay period.

16.04 PTO Pay

PTO is paid at the employee's base hourly rate in effect on the day the PTO is taken. Pay in lieu of taking time off for PTO will not be allowed. PTO hours are not counted as time worked towards overtime calculations.

16.05 FMLA Leave of Absence, Military Leave of Absence and Other Leaves of Absence

An employee's PTO balance must be used during an approved FMLA leave or other approved leave of absence if the time off would otherwise be un-paid. PTO will not accumulate during the unpaid portion of an approved FMLA leave or other approved, unpaid, non-military leave of absence. Employees called to active military duty, beyond the weekend/2-week obligation, will accumulate PTO time during their active military duty as per USERRA.

16.06 Resignation/Termination

PTO Balances cannot be utilized to extend the date of resignation/termination for retirement, insurance continuation or other purposes.

16.07 Extended Illness Bank Accumulation

Extended illness accumulation begins with the first paycheck. Eligible full-time employees will accumulate extended illness hours at the rate of 1.8462 hours per pay period (approximately 4 hours per month). Extended illness will accumulate during periods of short-term disability, military leave, jury duty and paid time off leave. Extended illness cannot be "borrowed" from future accumulations.

16.08 Extended Illness Bank Maximum Balance

There is no maximum balance for extended illness accumulations. Employees are encouraged to maintain extended illness balance for unforeseen catastrophic medical conditions that may require extended absences from work.

16.09 Use of Extended Illness Bank (EIB)

Extended illness hours should be used only in the event of an employee's absence from duty due to:

(a) The employee's own illness or non-work related injury that extends beyond two consecutive work shifts such as a cold or sinus infection lasting more than two

consecutive work shifts. The first two work shifts would be paid from Paid Time Off (PTO) and any additional missed work shifts would be paid from EIB.

(b) The illness of a family member as defined above that extends beyond two consecutive work shifts. The first two work shifts would be paid from Paid Time Off (PTO) and any additional missed work shifts would be paid from EIB.

(c) The birth of a child or to care for such child.

(d) The placement of a child for adoption or foster care and to care for such child. FMLA papers should be on file and approved by Human Resources.

An employee may not utilize extended illness hours for time ill during scheduled PTO time.

16.10 Notice of Absence

Employees are required to provide appropriate notice of absence according to department policy and procedure. Failure to do so may result in disciplinary action. Employees may request leave under the Family & Medical Leave Act if they believe they are eligible for FMLA leave.

16.11 Extended Illness Bank upon Resignation/Retirement/Termination

Employees who are terminated for any reason or who resign in lieu of termination will not receive pay for any extended illness balances on their final paycheck. To be eligible for payment of some extended illness hours, employees:

i. Must provide appropriate 2-week written notice of resignation;
ii. Must work the notice period. Any unscheduled absence during the notice period must be documented by a health care provider;
iii. Must be employed for at least 5 years; and,
iv. Must have at least a 100-hour extended illness bank balance.

If the above criteria are met, the resigning employee shall receive pay for 15% of the first 500 hours of extended illness balance and then pay for 20% of the balance from 501 to 1000 hours of extended illness balance. There is no pay for extended illness balances exceeding 1000 hours. The rate of pay will be at the employee's base hourly rate.

Payment will be on the final paycheck and is not included in LAGERS retirement contributions as per LAGERS criteria. Payment is subject to all applicable payroll taxes.

Article XVII. Other Leave

Section 17.01 Eligible Leave Time

All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, and any other form of leave (either paid or unpaid), as provided for under City and Departmental policies.

Section 17.02 Activity While On Leave

Employees on leave shall not engage in activities that are inconsistent with the reason for the leave. Employees shall have the right to engage in any activity that is not inconsistent with the reasons for the leave, including performing work for other employers under appropriate circumstances.

Section 15.03 On-the-Job Injuries

In addition to all rights provided by statute, the City will pay employees who are eligible for workers' compensation benefits due to injuries or illnesses covered under state law an amount equal to thirty-four percent (34%) of the employee's regular base pay during the employee's first thirty days on workers' compensation leave. The City will pay the employee an amount equal to twenty percent (20%) of the employee's regular base pay during days thirty-one through sixty. Thereafter, employees shall have the option to supplement their workers' compensation benefits by using any available EIB or PTO time to cover up to 34% of their regular base pay for each work day missed, until such time as the employee's paid leave is exhausted or the employee returns from workers' compensation leave.

Article XVIII. Seniority

Section 18.01 Seniority Definition

For purposes of determining employee benefits, "seniority" shall mean the earliest date from which the employee has been continuously employed by the City. For all other purposes, seniority for police officers shall be determined based upon cumulative time spent as a police officer, including time spent in the classification of detective. If a sergeant is demoted, all time spent as a sergeant shall count as cumulative time as a police officer when determining the officer's seniority.

Section 18.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position.

Section 18.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

(a) Voluntary quit or retirement;

(b) Discharge for just cause;

(c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expiries;

(d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;

(e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,

(f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 18.04 Rehire

Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate working test period.

Reinstated employees who separated from Departmental service in good standing and return to the same position they occupied upon leaving the Department shall return at the same rate of pay they were receiving at the time of their departure, if re-employment occurs within one (1) year from the date of separation.

Article XIX. Working Test Period

Section 19.01 Working Test Period

New employees shall be hired on a trial basis. The working test period for new employees shall run from date of hire until six (6) months after graduation from the Police Academy or date of hire, whichever is later. During the working test period, employees shall be subject to discharge at the discretion of management, and such discharge shall not be grievable under the terms of this Agreement. The working test period may be extended by the Chief for up to an additional three (3) months.

Section 19.02 Right to Return to the Bargaining Unit Following Promotion

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they are unsuccessful in the promoted position. Employees shall return to the unit at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any open position. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged from the promoted position for just cause.

Article XX. Reductions in Force

Section 20.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 20.02 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy-two (72) hours after receiving a recall notice and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XXI. Discipline

Section 21.01 Discipline

Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07 of this Article.

Section 21.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed, and it shall not be necessary for discipline to start at any particular level. Factors to be considered in determining the level of discipline issued include, but are not limited to consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance.

(a) Minor Reprimand

(b) Written Reprimand

(c) Suspension

(d) Discharge

Section 21.03 Non-Disciplinary Actions

The following non-disciplinary actions are available to address concerns about performance or behavior outside the disciplinary process:

(a) Counseling. Discussion between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during counseling sessions.

(b) Work Improvement Plan. In cases involving unsatisfactory performance of an employee's duties, Department management shall notify the employee of the shortcomings in his or her job performance, explain the Department's performance expectations, and give the employee a reasonable opportunity

to improve his or her performance. Employees shall be entitled to Union representation during discussions regarding the development of work improvement plans, and Union representatives are encouraged to make suggestions about methods for helping employees improve their performance. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training, before any discipline will commence.

Work improvement plans may be issued alone or in conjunction with a disciplinary action (for example, if the performance issue being addressed involves negligence, willful neglect, or gross incompetence on the part of the employee). The Work Improvement Plan itself shall not be considered a form of discipline.

Section 21.04 Copies of Personnel Records

The City will provide the employee and the Union with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon request. Employees shall not remove or alter any document contained in their file but may submit comments to be attached to any record and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

Section 21.05 Lodge Representation

Employees shall be entitled to Lodge representation from within their bargaining unit, upon request, during any interview the employee reasonably believes will result in discipline or during any meeting in which the employee will receive disciplinary action. If the employee requests such representation, the meeting shall not proceed until a Lodge representative is present. The employee must select a representative from the official list of Lodge representatives for their bargaining unit, who is not involved in the matter at hand, and who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Lodge representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as the Lodge representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

Section 21.06 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation that results in the assessment of discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the involved member. The Department shall have the right to redact any information from the internal affairs files necessary to protect confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file but will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, Counsel shall be responsible for maintaining witness confidentiality.

Section 21.07 Bargaining Unit Member Involved Shooting Investigation

- No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is reasonable suspicion or probable cause to believe a crime has been committed.

- The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate General Order. The on-scene supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Chief or his/her designee authorizes the release.

- A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel and/or a Lodge representative present during any Professional Standards Authority interview. No interview by the Professional Standards Authority of the bargaining unit member involved in a shooting incident shall be conducted within seventy-two (72) hours of the incident.

- Immediately following the shooting, bargaining unit members will be ordered to provide answers to the following public safety questions to provide information necessary to complete the investigation:

    1) Are you injured?
    2) If you know of anyone who was injured, what is his or her location?

3) In what direction did you fire your weapon(s)?
4) Are there any suspects at large, what are their descriptions?
5) What was the suspects' direction of travel?
6) How long ago did the suspects flee?
7) For what crimes are suspected wanted?
8) With what weapons are the suspect is armed?
9) Does any evidence need to be preserved?
10) Where is the evidence located?
11) Did you observe any witnesses?
12) Where are they?

- Besides the answers to these questions, no other questioning shall be performed at the scene.

- Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality may be relieved of duty and placed on Administrative Leave by the appropriate Division Commander. They will retain their badge and identification card, but not their weapon. This shall be removed and retained pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. Bargaining unit member(s) will receive formal notification of their Administrative Leave through a Notice of Administrative Assignment.

- The bargaining unit member(s) will remain on paid administrative leave until the incident has been disposed of through the County Prosecutor's Office, or Grand Jury. Once a ruling has been received from the County Prosecutor's Office, or Grand Jury, that no criminal charges will result from the injury/fatal shooting incident, the bargaining unit member will be returned to full duty status by the Chief. If criminal charges are filed, the leave will become unpaid from the time of filing. If the charges are subsequently dropped, or if the bargaining unit member is acquitted on the charges, he or she will also be returned to full duty status with all back pay, unless the Employer independently determines to pursue disciplinary action against the bargaining unit member, independent of the disposition of the criminal charges. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that disciplinary action. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.

- Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality shall be required to be evaluated by a mental health professional to determine if the bargaining unit member is emotionally fit, before they may

return to active duty. This shall be at the expense of the City.

The City will pay the costs and expenses for counseling for any bargaining unit member, and immediate family, who is involved in a critical incident as provided in the City's employee assistance program (EAP). If counseling beyond that provided by the EAP is requested and recommended by a mental health professional, the City shall pay all costs associated with such extended counseling, for a reasonable period of time.

Article XXII. Internal Investigations

Section 22.01 Administrative Investigations

Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall follow the requirements of the Missouri Police Officer's Bill of Rights, Mo. Rev. Stat. §590.502.Section 22.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management will suspend the administrative investigation and may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered prior to the criminal investigation referral.

Article XXIII. Grievance Procedure

Section 23.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). A documented counseling is grievable up to Step 2 of the grievance procedure but is not grievable to arbitration. The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 23.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 23.03 Waiver of Additional Process

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 23.04 Filed Within 15 Days

All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 23.05 Step One

Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 23.06 Step Two

If the matter is not satisfactorily resolved at Step One, the Lodge may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Police Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

The Chief shall either issue a written decision within ten (10) calendar days, or at his or her option, may schedule a grievance meeting to discuss the matter with the grievant and a

Lodge representative, at a mutually convenient time. In the event the Chief schedules such a meeting, the written decision shall be due no more than ten (10) calendar days after the grievance meeting takes place.

Section 23.07 Step Three

If the matter is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to the City Administrator or the City Administrator's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two or the grievance meeting was held, whichever is later, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 23.08 Step Three Hearing

The City Administrator may elect to hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the parties shall have the right to call and cross-examine witnesses and submit evidence in support of their respective positions. The City Administrator or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step Three if the City Administrator elects to proceed without a hearing. The written decision shall explain the reasons for any conclusion reached.

Section 23.09 Suspension and Discharge Grievances Filed At Step Two

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 23.10 Lodge Representation

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not be present during the grievance process.

Section 23.11 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar

days. Any grievance filed or appealed after time limits have expired shall be considered null and void, and no further action shall be taken with respect to that grievance.

Section 23.12 No Interruptions in Service

During the term of this Agreement, neither the Lodge, its officers, employees, agents, members or representatives, nor any employee covered by this Agreement, will authorize, instigate, aid, condone, participate in or engage in any strike, work stoppage, sickout, slowdown, boycott, picket line, or any other interruption or interference with the work of the Blue Springs Police Department, including any sympathy strike.

In the event of the unauthorized activity proscribed above, the Lodge shall immediately take affirmative action to cause each and every employee covered by this Agreement to return to work and shall, among any and all other necessary or appropriate steps intended to cause each such employee to return to work, immediately:

A. Notify the employees in person, by telephone, and/or by mail that such strike or other interruption of continuous service is unauthorized; and

B. Promptly order its members to return to work.

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 23.12.

The parties recognize the right of the City to take disciplinary action, including discharge, against any employee covered under this Agreement who participates in any activity in violation of this Section, whether such action is taken against all participants or only against selected participants. The parties recognize that the Union's designated representatives have an affirmative duty to prevent and cause the cessation of any activity which violates this Section.

Article XXIV. Arbitration

Section 24.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Three, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Director of Human Resources within ten (10) calendar days after receiving the Step Three decision, or within fourteen

(14) calendar days if the City Administrator or his or her designee fails to issue a Step Three decision.

Matters appealed to arbitration shall not be addressed in any other forum, such as before the City's Personnel Board or in any court of law. The grievance and arbitration provisions established herein shall be the sole avenue available for addressing any alleged violation of the terms of this Labor Agreement, including but not limited to determining whether the City had just cause for any discharge or discipline.

Section 24.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 24.03 Decision of the Arbitrator

The decision of the Arbitrator shall be subject to the following conditions:

(a) The Arbitrator shall determine the procedural rules of arbitration and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.

(b) In the resolution of dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.

(c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.

(d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 24.04 Final and Binding

The decision of the Arbitrator shall be final and binding on all parties as to all matters that were properly before the Arbitrator.

Section 24.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXV. Labor Management Committee

Section 25.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of three (3) representatives from Department management and four (4) representatives from the bargaining unit. When appropriate, either of the parties may call for joint meetings of the Police Officer and Sergeant committees.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

Section 25.02 Labor/Management Committee Purpose

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. The purpose of regular meetings shall include but is not limited to:

(a) Dissemination of information.

(b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.

(c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices. All new or revised policies,

work rules, or practices shall be discussed by the Labor/Management Committee before being implemented, except in cases where failure to immediately implement a policy, work rule, or practice would negatively affect the Department's ability to provide services to the public. Such discussions shall not be pro forma, but shall be meaningful and conducted in good faith, with due consideration of the Lodge's comments and input.

(d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.

(e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 25.03 Request for Meeting

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

Article XXVI. General Provisions

Section 26.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP).

(a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.

(b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.

(c) The City will bear the cost of cleaning and maintaining all Department provided uniforms, and of replacing Department-issued equipment when no longer serviceable.

(d) The City will pay up to $250 toward replacement of boots when worn out. To be eligible for reimbursement, boots must be selected from a Department-approved vendor.

Section 26.02 Off-Duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty.

Section 26.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 26.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval.

Section 26.05 Release of Personal Information

The City shall not release an employee's personal information, including date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

Section 26.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Section 26.07 Police Cadet Training

The City shall continue to have the right to enter into individual contracts with represented non-sworn employees, under which the City agrees to pay the training expenses related to Police Officer Candidates becoming Missouri POST certified Police Officers, and the individual employees agree to repay their training costs, on a pro-rata basis, if they do not remain employed by the City for at least thirty-six months after becoming certified.

Section 26.08 Annual Mandatory Agility Testing

All sworn personnel covered under this agreement shall be required to participate in and pass the Department's annual physical fitness assessment examination as provided herein. Employees who are not successful in passing the assessment shall receive the grace period and transitional duty assignment benefits set out in Departmental policy. Any employee who remains unable to successfully complete the assessment following both of these periods will be discharged.

The test will be broken down into 10 testable sections, each section will be pass/fail and worth 10 points for a total of 100 points. Personnel must achieve at least 70 points to pass the test. The Test shall include the following ten sections:

1. Lift and carry
2. Bear crawl
3. Push/Pull
4. 1st set of figure-eights (six total figure-eights in the section).
5. 1st set of Gap jump (three total gap jumps in this section).
6. Stair climb
7. 2nd set of figure-eights (six total figure-eights in the section).
8. 2nd set of Gap jump (three total gap jumps in this section).
9. Wall jump
10. Weight drag

Each participant will have 15 minutes to complete the test, failure to do so will be considered a failure.

Article XXVII. Training

Section 27.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All costs associated with the training shall be paid by the Department.

Section 27.02 Meal Reimbursement

The City shall provide each employee covered by this Agreement with a per diem for each meal when the employee is attending training which requires an overnight stay. The per diem shall be in the amounts specified by the United States General Services Administration.

Section 27.03 Travel Time

Travel time to attend training shall be paid to the extent and in the manner required under the FLSA.

Section 27.04 Hours

Employees covered under this Agreement, who are attending external training, shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Employees shall only be paid for hours actually worked, but employees who elect not to return to work may opt to use paid time off.

Section 27.05 Training Day

Employees covered under this Agreement who are assigned to the overnight patrol shifts, who are attending external training during the day, will not be required to work the night before the training or the night shift on the day of the training. Employees shall only be paid for hours actually worked, but night shift employees who elect not to work the shifts before or after a training day may opt to use paid time off, if desired and if they have accumulated time available.

Article XXVIII. Complete Agreement

Section 28.01 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to

any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXV.

Section 28.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

Section 28.03 Savings

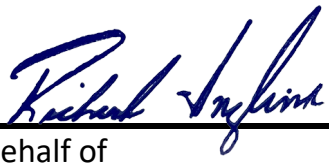
If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXIX. Term of Agreement

Section 29.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through September 30, 2027. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Christine Cates City Administrator	Rick Inglima President
	
On behalf of The City of Blue Springs	On behalf of FOP West Central Missouri Lodge No. 50
	9/10/24
Date	Date

Resolution No. 73-2024

A RESOLUTION APPROVING A THREE-YEAR LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, WEST CENTRAL MISSOURI REGIONAL LODGE 50, FOR EMPLOYEES WITH THE RANK OF SERGEANT

WHEREAS, the State of Missouri provides the right of collective bargaining for groups of employees such as those holding the rank of Sergeant for the City of Blue Springs; and

WHEREAS, the original Labor Agreement which expired on June 30, 2018 was approved by Resolution 92-2015 and subsequently amended by Resolutions 06-2017 and 18-2018; and

WHEREAS, a second three-year agreement which expired on September 30, 2021 was approved by Resolution 84-2018; and

WHEREAS, a third three-year agreement expiring on September 30, 2024 was approved by Resolution 93-2021 for three years and subsequently amended by Resolutions 72-2022 and 67-2023; and

WHEREAS, representatives from the Lodge and the City have met, bargained in good faith and discussed conditions and terms of employment and mutually agreeable language for a labor agreement for the bargaining unit consisting of employees holding the rank of Sergeant; and

WHEREAS, the City has been informed that the members of the bargaining unit have voted in the affirmative to approve the tentative Labor Agreement which is attached hereto as Exhibit "A" and the Lodge now requests that the City Council consider approving same; and

WHEREAS, the City Council has reviewed this agreement with members of management and its legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator has the authority and is hereby authorized to enter into a three-year Labor Agreement with the Fraternal Order of Police, West Central Missouri Regional Lodge 50, covering the terms and conditions of employment contained therein, and no other terms and conditions. A copy of the proposed agreement is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said Labor Agreement.

Section 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS, MISSOURI AND

FRATERNAL ORDER OF POLICE

WEST CENTRAL MISSOURI REGIONAL

LODGE# 50

2024-2027
LABOR AGREEMENT

SERGEANTS BARGAINING UNIT

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Blue Springs, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with the City's Human Resources Manual, with any General Orders of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Human Resources Manual, and the Department's General Orders and other written directives will address topics not covered in this Agreement and will provide further details about matters that are addressed in this Agreement. To the extent these written materials do not conflict with the provisions of this Agreement, they shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn Sergeants.

Section 2.02 Added Classification

In the event any new full-time sworn job classification is added to the Department with a rank of Sergeant, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position

is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color,
national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

Section 2.04 Sergeants Supervisory Duties

The parties mutually acknowledge that Sergeants are supervisory employees. As such, Sergeants are obligated to direct and maintain order and efficiency among subordinate personnel. Sergeants shall assist in the scheduling of personnel and shall report any observed misconduct and/or performance problems. Sergeants shall recommend discipline when appropriate and shall have the authority to suspend subordinate employees pending investigation on their own authority, when appropriate. Sergeants shall provide objective and accurate performance evaluations and shall present final versions of performance evaluations to Police Officers, after review and approval from the chain of command. Sergeants shall also administer approved discipline when directed to do so.

Section 2.05 Retaliation Prohibited

Neither the City, the Lodge, nor any member of either bargaining unit shall discriminate or retaliate against any Sergeant for the good faith performance of the above duties. Any Sergeant who is unable or unwilling to fulfill the above duties shall be subject to discharge or demotion to a non-supervisory position.

Article Ill. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, including but not limited to the right to:

(a) Determine the mission of the City and the Department;

(b) Direct the working forces;

(c) Hire, classify, assign, promote, and transfer employees;

(d) Suspend, demote, discipline, and discharge employees for just cause;

(e) Relieve employees from duty because of lack of work or other legitimate reasons;

(f) Change existing methods, operations, facilities, equipment, and type or number of personnel;

(g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;

(h) Assign work to bargaining unit and/or civilian support personnel;

(i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and

(j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised

in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Representatives

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed three (3) sergeants, who shall serve as official Lodge representatives for that calendar year.

Section 4.02 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their orientation process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to make its presentation.

Section 4.03 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the central break room of the Public Safety Building. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an

officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge.

Section 4.04 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to Union or Union-affiliated accounts.

Section 4.06 Union Business

The City will pay Union representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Union business shall be performed on non-working time.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative of their same rank on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the

right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon request, provide to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 300 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 10 cents per page. In no event shall the Lodge be charged if the actual cost of research, duplication, and copies is less than $100.00.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 Establishment of Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for all positions within the bargaining units.

Article VII. Specialized Duty Assignments

Section 7.01 Full -Time Assignments

Current full-time assignments include, Patrol Sergeants, Investigations Sergeants, Crime Prevention Sergeant, and Community Services Bureau Sergeant. It is mutually understood that the Chief of Police may alter the specific full-time assignments within the Department, and the number of positions dedicated to any particular assignment, from time-to-time.

Section 7.02 Supplemental Assignments

Current supplemental assignments include Bike Sergeant, Traffic Sergeant, Public Information Sergeant, Crisis Negotiation Sergeant, Crisis Intervention Sergeant, K9 Sergeant, Drone Sergeant and STAT Team Sergeant. It is mutually understood that

the Chief of Police may alter the specific supplemental assignments within the Department, and the number of positions dedicated to any particular supplemental assignment, from time-to-time.

Section 7.03 Vacancy Posting

When there is a vacancy in any duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail. The posting shall:

a) Identify the vacant or new position by name and the rank of the position;

b) Identify the date on which expressions of interest for the position must be received and to whom the documentation should be delivered; and

c) Provide the entry qualifications for the position.

Section 7.04 Selection for Duty Assignments

When vacancies are to be filled, the Chief may elect to use an oral board, administer tests, or make selections based on the work record and aptitudes of the personnel who have submitted bids. The Police Chief, or his or her designee, shall select the most qualified Sergeant to fill each assignment. In the event a Sergeant does not receive an assignment he or she expressed interest in, and has more Sergeant seniority than the person who was selected, he or she may meet with the Chief upon request to discuss the reasons for the selection that was made, and to discuss ways in which the unsuccessful Sergeant could improve his or her chance for selection to similar assignments in the future.

Section 7.OS Multiple Positions

Sergeants who hold supplemental assignments may express interest in and hold multiple supplemental assignments, so long as no conflict exists among the

positions held.

Article VIII. Hours of Work

Section 8.01 Hours

The normal shift duration is eight (8) or ten (10} hours, depending upon the assignment.

Section 8.02 Shift Bidding Procedure

Members assigned to Patrol will complete a bidding process each year, wherein:

(a) The bidding process will begin in January of each year, with employees submitting their first, second, and third choices for duty assignments within their respective units to their direct supervisor on or before February 5. Employees shall submit two sets of bids, with the first covering April through September, and the next covering October through March.

(b) Direct supervisors will forward the requests with recommendations to the Operations and Administration Division Commanders or their designees for review.

(c) The Division Commanders or their designees will announce the shift assignments, in writing, no later than February 15.

(d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Police Chief or his or her designee.

(e) New shift assignments will become effective beginning on the first pay period after April 1 and October 1 each year.

(f) Preferences will be granted by seniority.

(g) The Chief or his or her designee shall have the right to assign any employee who enters service or moves into a new assignment to a shift until the next bidding process commences.

Section 8.03 Supplemental Assignments

Employees in supplemental assignments may bid for work hours; however, the Department may depart from the requirements of Section 8.02 if necessary to adequately spread specialized employees throughout the shifts.

Section 8.04 Transfers and Reassignments

Employees may submit written requests to be transferred to any open position on a different shift, unit, section or squad (excepting supplemental assignments) through their chain of command. Employees may also submit written requests to trade shifts, units, sections, or squads with another employee, so long as both employees are in agreement to the trade. Transfers and trades shall be subject to the approval of the Chief or his or her designee.

The Chief shall have the authority to reassign any employee or employees to another duty assignment, supplemental assignment, shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefor shall be provided to the Lodge and the employee(s) involved. When a reassignment may cause bumping of an employee, the Department shall initially seek volunteers and shall honor seniority as much as reasonably practical.

Section 8.05 Meal Breaks

The Department shall make a reasonable attempt to allow officers to receive a thirty {30) minute paid meal break. All employees shall receive two fifteen (15) minute rest breaks per shift worked, where reasonably feasible. All breaks may be interrupted or cancelled due to work demands or operational needs of the Department.

Section 8.06 Duty Trade

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from the Chief, or his or her designee. Trades must occur within the same pay period. All such trades shall be purely voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

Article IX. Promotions

Section 9.01 Sergeant Promotions

When the Chief determines there is a need to fill one or more Lieutenant positions, he or she shall distribute a notice of the opening(s) via email at least thirty (30) days before the position is to be filled. The email shall specify the number of positions to be filled, and the commencement date for the promotional process. Sergeants must have a minimum of 3 years of continuous service within their respective rank as of the date of the written examination to be eligible to test for promotion to Lieutenant. Employees who have received substantial discipline (either a suspension with loss of pay or more than three written reprimands) in the prior two years shall not be eligible to participate in the promotional process.

(a) The promotional process will consist of the following five scored fields: Oral Board, Practical Examination, Written Test, Command Staff Review/Oral Board, and Evaluations.

(b) The Oral Board shall consist of one Captain, two outside law enforcement professionals at or above the rank of Captain, and two members of the community. All members of the Board shall be selected by the Chief or his or her designee. The Oral Board will interview and score all candidates. The Chief or his or her designee will develop a core set of questions to ask each candidate, with input from the Board members. The Board may additionally ask appropriate follow up and individual background questions of each employee. The oral board will be worth 25 points or 25% of the total score.

(c) The Practical Examination will include skills tests or other practical examination components. The practical examination will be worth 25 points or 25% of the total score.

(d) Written Test will be worth 25 points or 25% of the total score.

(e) The Command Staff review/oral board will allow for direct questioning or concerns of Command Staff regarding promotion. This section will be worth 15 points or 15% of the score.

(f) Evaluations from the prior three years will be used and an average rating of those three years will be worth 10 points or 10% of the total score.

(g) The Chief or their designee will compile all scores and provide them to the Human Resources Department in a ranked order, based upon the overall combined scores received on the written and oral portions of the promotional process, as well as the candidates' average performance evaluation scores over the prior three (3) years and any practical or skills-based tests the Chief chooses to include in the process. The Human Resources Department will approve the final ranked list. For each opening, the Chief shall select the candidate to be promoted from among the top five candidates on the list at that time. Where more than one position is to be filled, the sixth candidate on the list shall move into the fifth position after the first successful candidate is selected, and so on. In determining which candidate(s) to promote, the Chief shall consider each applicant's position on the list, leadership traits, teamwork, professionalism, work ethic, history of meeting organizational goals, overall job performance, and creativity.

At the conclusion of the promotional process, each candidate shall receive their individual scores, including their cumulative score in the process as a whole, and their overall scores in each area of assessment, such as oral boards, written examination, and any other area assessed during the promotional process. The Lodge and the Chief shall also receive the list of all candidates' scores.

(h) Each list created during a promotional process shall remain active for one (1) year following the promotion date of the initial successful candidate, or until the list is exhausted, whichever occurs first. The Chief shall have the option of extending use of the list for an additional one (1) year, if it has not been exhausted after the first year. Once the list is exhausted or has expired, the Department shall

announce that it will conduct a promotional process within thirty (30) days of it receiving notice of the need to fill a vacant Lieutenant's position.

(i) Rules regarding promotional eligibility and additional details of the promotional process are set out in Departmental policy, as it may be revised from time to time, consistent with this Agreement.

(j) Any sergeant who declines a promotion shall be removed from the eligibility list and will not be considered for promotion unless he or she participates in a subsequent promotional testing process, is placed on a subsequent eligibility list, and is re-selected consistent with the provisions of this Article.

(k) When a candidate is passed over for promotion as provided herein, the Chief, upon request of the individual candidate, shall meet with the passed-over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future promotional opportunities.

(l) Employees shall be paid for time spent in testing or in interviews during the promotional process.

Article X. Transitional Duty Assignments

Section 10.01 Duty Related Injury

When an employee is injured in the line of duty, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified.

Section 10.02 Non-Duty Related Medical Condition

When an employee is unable to perform his or her regular work assignment due to a non- work related injury or non-communicable illness, the City may offer a

transitional duty assignment, to the extent productive work is available. Employees with on-the-job injuries shall have preference over employees with non-work-related injuries for any such assignments.

Section 10.03 Acceptance of Transitional Duty

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

Article XI. Wages

Section 11.01 Pay Range and Wage Increases

The pay rate step plan for all personnel covered under this Agreement during the life of this Agreement shall be as follows:

2024 - 25

10% increase

Police Sergeant (B-FOP)		
step	annually	hourly
0	$ 84,332.60	$ 40.54
1	$ 86,862.58	$ 41.76
2	$ 89,468.46	$ 43.01
3	$ 92,152.51	$ 44.30
4	$ 94,917.08	$ 45.63
5	$ 97,764.60	$ 47.00
6	$ 100,697.53	$ 48.41
7	$ 103,718.46	$ 49.86
8	$ 106,830.01	$ 51.36
9	$ 110,034.92	$ 52.90

10	$ 113,335.96	$ 54.49

2025-2026

1.5% increase

Police Sergeant (B-FOP)		
step	annually	hourly
0	$ 85,597.59	$ 41.15
1	$ 88,165.52	$ 42.39
2	$ 90,810.48	$ 43.66
3	$ 93,534.80	$ 44.97
4	$ 96,340.84	$ 46.32
5	$ 99,231.07	$ 47.71
6	$ 102,208.00	$ 49.14
7	$ 105,274.24	$ 50.61
8	$ 108,432.46	$ 52.13
9	$ 111,685.44	$ 53.69
10	$ 115,036.00	$ 55.31

2026-2027

1.5% increase

Police Sergeant (B-FOP)		
step	annually	hourly
0	$ 86,881.55	$ 41.77
1	$ 89,488.00	$ 43.02
2	$ 92,172.64	$ 44.31
3	$ 94,937.82	$ 45.64
4	$ 97,785.95	$ 47.01
5	$ 100,719.53	$ 48.42
6	$ 103,741.12	$ 49.88
7	$ 106,853.35	$ 51.37
8	$ 110,058.95	$ 52.91
9	$ 113,360.72	$ 54.50
10	$ 116,761.54	$ 56.14

This step plan shall go into effect on October 1, 2024.

The initial step for newly promoted sergeants will be determined by adding five

percent (5%) to their then-current rate, then moving them to the nearest step to that amount.

Personnel covered under this Agreement shall receive a one-step increase effective on the anniversary of their promotion, provided they have received a rating of "Meets Expectations" or better on their most recent performance evaluation.

Any employee who has reached the maximum step, and who otherwise qualifies for an increase, will receive a lump sum payment equal to 3% of his or her annual base salary in lieu of a step increase.

Section 11.02 Financial Exigencies

The wage schedules set out in this labor agreement are based on municipal revenue and expense budget estimates. Therefore, implementation of these wage schedules is dependent upon the actual availability of projected municipal revenues. Any modification to the wage schedules due to a lack of available revenues for any positions covered under this agreement shall be subject to negotiation, upon notice by the City that has concluded it does not have sufficient funds to implement the wage schedules while meeting its other commitments and obligations. In the event such notice is given, no increases shall be implemented until agreement is reached on appropriate amounts and timing for such increases.

Section 11.03 Bi-Lingual Incentive Pay

Employees who are fluent in conversational Spanish, as demonstrated in a test to be designated by the Department, shall receive an incentive of 25 cents per hour added to their base pay rate.

Section 11.04 Specialty Pay

(a) Clothing Allowance: Detectives Sergeants, Patrol administrative Sergeant, Community Services bureau Sergeants shall receive a clothing allowance of $100 per month.

Section 11.05 Shift Differential

Sergeants assigned to the evening shift shall receive a differential of sixty cents ($0.60) per hour, and midnight shift shall receive a differential of eighty-five cents ($0.85) per hour. This differential shall be included on PTO, EIB, and kennel time pay for officers assigned to the above listed shifts.

Sergeants who are assigned to the above listed shifts temporarily shall receive the specified differential pay when working on those shifts.

Section 11.06 Jury Duty

In the event any employee covered under this Agreement is called for jury duty, the City will grant the employee time off with full regular pay for any regularly scheduled working day spent in court as a juror or prospective juror. Employees on evening or night shifts will be granted one shift off with pay on any day of jury service and may additionally use PTO to cover any scheduled shift that immediately adjoins a day of jury service but that is not covered as a paid jury service shift, in the same manner as the current practice for training days.

Employees may retain any remuneration received from the court as compensation for their service, in addition to their regular pay. Employees are required to notify their supervisor promptly whenever they are released from jury service and may be required to report for full or partial shifts when appropriate.

Section 11.07 Off-Duty Employment by Third Parties

Off-duty work shall be defined as time spent by the officer working security or providing other police-related services to third parties (i.e. entities other than the City of Blue Springs).

The Department shall notify third parties seeking to employ police personnel in security and other similar police-related functions that the minimum pay required is forty-five dollars ($45.00) per hour, but will further notify all prospective employers that higher rates are allowed, at the employer's discretion. The

Department will post notices stating the date and time of any work requested under this paragraph, as well as the name of the employer and the rate being offered. Employees covered under this agreement shall be entitled to sign up to fill such work shifts on a first-come, first-served basis, so long as the work for third parties does not interfere with any employee's ability to meet his or her regular obligations to the City and to obtain adequate rest between shifts. The City shall not require any employee to fill work shifts for any third-party employer, but retains the right to offer and assign work covering such events or duties as the direct employer of the City employee in question, in which case all work performed will count toward overtime eligibility during the then-current pay period.

Section 11.08 Out-of-Class Pay

When Sergeants are assigned to fill-in as Lieutenants on a temporary basis, for a period of longer than one month, their base rate of pay shall be increased by five percent (5%). The fact that an employee may be receiving out-of-class pay shall not affect the timing of any annual raise or other scheduled pay increase.

When there is a need for a sergeant to serve as an acting Lieutenant, the opportunity to fill the position shall first be offered to any of the top five scoring candidates on any active promotional list. The Chief shall choose one of those five candidates to serve as the acting Lieutenant. When no active list is available, the position shall be offered at the discretion of the Chief, with input from the Lodge.

Section 11.09 Detective On-Call Pay

Detective sergeants covered under this Agreement shall receive $2.00 per hour for all hours spent on call, but not actually working. Time spent on call, but not actually working, shall not count toward overtime eligibility. When called in for work, detectives shall receive pay for all hours actually worked, at their overtime rate.

Article XII. Overtime

Section 12.01 Two-Week Work Period / Overtime After 80 Hours Actually Worked

All personnel covered under this Agreement shall be scheduled on a two (2) week work period. Employees shall receive overtime pay at the rate of time-and-one-half for all hours actually worked over eighty (80) hours in the work period.

Section 12.02 Call-Out Overtime

All personnel who are called out for work outside their regular schedule (except for detective sergeants in the call-out rotation, who are addressed below) shall be paid either two hours for each call-out or actual time worked, whichever is greater.

Detective sergeants in the call-out rotation shall not be eligible for the two-hour minimum pay, but shall be paid at the overtime rate for all call-out hours actually worked.

Any call to duty with less than twenty-four hours' notice shall be considered a call-out.

Section 12.03 Overtime Calculation

Premium pay will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

Section 12.04 No Duplicative Payment

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as holiday pay.

Section 12.05 Overtime Assignment

Employees shall be offered or assigned overtime work assignments as provided in

Departmental policy.

Section 12.06 Duty-Related Phone Calls

Employees who receive a phone call from any Department supervisor (Sergeant, Lieutenant, Captain, Major, or Chief), or their designee, while off-duty, which call lasts longer than seven minutes, and which concerns a job-related issue, shall be compensated at the overtime rate for the actual time spent on the call. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

Section 12.07 Mandatory Details

When the Department creates a mandatory detail for events during the year, the work assignment shall first be offered to volunteers in seniority order, from among those eligible. In the event there are an insufficient number of volunteers, the most junior qualified sergeant shall be required to fill any remaining openings.

Article XIII. Health and Welfare

Section 13.01 Insurance Provided

The City shall provide health, vision, and dental insurance plans for those employees who elect to participate on the same terms as those benefits are provided to non-represented employees of the City.

Employees who do not reach the minimum level of required participation in the wellbeing program by March 1 of each contract year will pay a $15 per pay period ($30 per month) non-participation fee during that insurance plan year. The nonparticipation fee is considered a taxable charge not in conjunction with medical premiums. Non-participation fees collected by the City will be put toward the City's Wellness Fund for use in future programs and incentives.

The City shall have the right to change plans and/or carriers, to increase or decrease

premiums, co-pays, and benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Lodge, and at least sixty (60) days' notice if practicable. Before any change is implemented, the City shall meet with the Lodge to discuss changes, upon request.

Section 13.02 Life Insurance

The City will maintain life insurance coverage in the amount of one and one-half (1 1/2) times the employee's annual base salary, up to a maximum of $100,000 per employee. The City will pay 100% of the premium for this benefit.

Section 13.03 Vaccinations

The City will continue to make Influenza and Hepatitis A and B vaccinations available, at no charge to employees.

Article XIV. Retirement

Section 14.01 LAGERS

The City will implement the LAGERS L-6 retirement program with a required 2% employee contribution effective no later October 1, 2024.

Section 14.02 Deferred Compensation Plans

The City will maintain enrollment in a voluntary deferred compensation plan with no employer match.

The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

Section 14.03 Mandatory Retirement Age

The mandatory retirement age for all personnel covered under this agreement shall be

age 68.

Article XV. Holidays

Section 15.01 Recognized Holidays

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day, and any other holiday designated by the City.

Section 15.02 Holiday Off-Duty

Employees whose regular day off falls on a holiday or who receive the holiday off-duty shall receive eight hours of straight time pay for the holiday.

Section 15.03 Holiday Worked

Employees who work a regularly scheduled shift on a holiday shall be paid straight time for their hours worked (unless the employee otherwise qualifies for overtime pay), plus eight hours of holiday pay.

ARTICLE XVI PAID TIME OFF/EXTENDED ILLNESS BANK

16.01 Paid Time Off {PTO) Accumulation

PTO accumulation begins with the first paycheck. Eligible full-time employees will accumulate PTO hours each pay period at the following rates:

Years of Service	PTO Accumulation Per Pay Period
0 thru 4 years	5.2308 hours

Year 5 - 14 years	6.7692 hours
Year 15 and after	8.3077 hours

Maximum PTO per 12- month period

136 hours

176 hours

216 hours

16.02 Maximum PTO Balance

PTO hours may accumulate to the following maximums:

0-4 Year	272 hours
Year 5-14	352 hours
Year 15 and after	432 hours

Employees may not accumulate PTO hours in excess of the maximums above. If unusual staffing conditions cause an employee to be unable to take accumulated PTO hours and the employee will lose the PTO hours, an extension of those hours may be granted with the approval of the department director and human resources. Those hours must be used as quickly as possible. An employee may not be granted extension in consecutive years.

16.03 PTO Scheduling

(a) Employees must schedule PTO at least 12 hours before the start of their regular shift. Any PTO schedule at least 12 hours in advance shall be treated as "scheduled PTO," and any PTO scheduled with less than 12 hours advance notice to the employee's supervisor shall be categorized as "unscheduled PTO. All requests are subject to department approval based on staffing needs and department procedures. Employees must utilize PTO hours for the first two consecutive shifts of an unscheduled absence (i.e. Called in sick). Employees must follow department call in procedures for unscheduled absences. Unscheduled absences will be monitored and supervisors may request a statement from a health care provider.

(b) If a major holiday occurs during an employee's PTO time off, that day should be coded as major holiday on the employee's eTimecard or eTimesheet rather than PTO.

(c) Extended Illness time (EIB) will not be paid for illness or other incapacity during an employee's scheduled PTO.

(d) The maximum number of PTO hours taken per shift cannot exceed the number of hours in the employee's regularly scheduled workday. The maximum number of

PTO hours taken per pay period cannot exceed the number of hours the employee is regularly scheduled to work per pay period.

16.04 PTO Pay

PTO is paid at the employee's base hourly rate in effect on the day the PTO is taken. Pay in lieu of taking time off for PTO will not be allowed. PTO hours are not counted as time worked towards overtime calculations.

16.05 FMLA Leave of Absence, Military Leave of Absence and Other Leaves of Absence

An employee's PTO balance must be used during an approved FMLA leave or other approved leave of absence if the time off would otherwise be un-paid. PTO will not accumulate during the unpaid portion of an approved FMLA leave or other approved, unpaid, non-military leave of absence. Employees called to active military duty, beyond the weekend/2-week obligation, will accumulate PTO time during their active military duty as per USERRA.

16.06 Resignation/Termination

PTO Balances cannot be utilized to extend the date of resignation/termination for retirement, insurance continuation or other purposes.

16.07 Extended Illness Bank Accumulation

Extended illness accumulation begins with the first paycheck. Eligible full-time employees will accumulate extended illness hours at the rate of 1.8462 hours per pay period (approximately 4 hours per month). Extended illness will accumulate during periods of short-term disability, military leave, jury duty and paid time off leave. Extended illness cannot be "borrowed" from future accumulations.

16.08 Extended Illness Bank Maximum Balance

There is no maximum balance for extended illness accumulations. Employees are encouraged to maintain extended illness balance for unforeseen catastrophic medical conditions that may require extended absences from work.

16.09 Use of Extended Illness Bank (EIB)

Extended illness hours should be used only in the event of an employee's absence

from duty due to:

(a) The employee's own illness or non-work related injury that extends beyond two consecutive work shifts such as a cold or sinus infection lasting more than two consecutive work shifts. The first two work shifts would be paid from Paid Time Off (PTO) and any additional missed work shifts would be paid from EIB.

(b) The illness of a family member as defined above that extends beyond two consecutive work shifts. The first two work shifts would be paid from Paid Time Off (PTO) and any additional missed work shifts would be paid from EIB.

(c) The birth of a child or to care for such child.

(d) The placement of a child for adoption or foster care and to care for such child. FMLA papers should be on file and approved by Human Resources.

An employee may not utilize extended illness hours for time ill during scheduled PTO time.

16.10 Notice of Absence

Employees are required to provide appropriate notice of absence according to department policy and procedure. Failure to do so may result in disciplinary action. Employees may request leave under the Family & Medical Leave Act if they believe they are eligible for FMLA leave.

16.11 Extended Illness Bank upon Resignation/Retirement/Termination

Employees who are terminated for any reason or who resign in lieu of termination will not receive pay for any extended illness balances on their final paycheck. To be eligible for payment of some extended illness hours, employees:

i. Must provide appropriate 2-week written notice of resignation;
ii. Must work the notice period. Any unscheduled absence during the notice period must be documented by a health care

provider;

iii. Must be employed for at least 5 years; and,

iv. Must have at least a 100 hour extended illness bank balance.

If the above criteria are met, the resigning employee shall receive pay for 15% of the first 500 hours of extended illness balance and then pay for 20% of the balance from 501 to 1000 hours of extended illness balance. There is no pay for extended illness balances exceeding 1000 hours. The rate of pay will be at the employee's base hourly rate.

Payment will be on the final paycheck and is not included in LAGERS retirement contributions as per LAGERS criteria. Payment is subject to all applicable payroll taxes.

Article XVII. Other Leave

Section 17.01 Eligible Leave Time

All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, and any other form of leave (either paid or unpaid), as provided for under City and Departmental policies.

Section 17.02 Activity While On Leave

Employees on leave shall not engage in activities that are inconsistent with the reason for the leave. Employees shall have the right to engage in any activity that is not inconsistent with the reasons for the leave, including performing work for other employers under appropriate circumstances.

Section 15.03 On-the-Job Injuries

In addition to all rights provided by statute, the City will pay employees who are eligible for workers' compensation benefits due to injuries or illnesses covered under state law an amount equal to thirty-four percent (34%) of the employee's

regular base pay during the employee's first thirty working days on workers' compensation leave. The City will pay the employee an amount equal to twenty percent (20%) of the employee's regular base pay during days thirty-one through sixty working days. Thereafter, employees shall have the option to supplement their workers' compensation benefits by using any available EIB or PTO time to cover up to 34% of their regular base pay for each work day missed, until such time as the employee's paid leave is exhausted or the employee returns from workers' compensation leave.

Article XVIII. Seniority

Section 18.01 Seniority Definition

For purposes of determining employee benefits, "seniority" shall mean the earliest date from which the employee has been continuously employed by the City. For all other

purposes, the term "seniority" will be determined based upon cumulative time as a Sergeant.

Section 18.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position.

Section 18.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

(a) Voluntary quit or retirement;

(b) Discharge for just cause;

(c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expiries;

(d) Failure to return from layoff within fourteen {14) days after the City issues a recall notice;

(e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,

(f) Failure to perform work for the City for twelve {12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 18.04 Rehire

Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate working test period.

Reinstated employees who separated from Departmental service in good standing and who return to the Department within one (1) year from the date of separation shall be paid at the appropriate rate for the position they receive upon their return, taking into account their cumulative seniority with the Department.

Article XIX. Working Test Period

Section 19.01 Working Test Period

Newly hired or newly promoted Sergeants shall complete a working test period. The working test period for new Sergeants shall run for six (6) months from date of hire or

promotion. During the working test period, newly hired employees shall be subject to discharge, and promoted employees shall be subject to demotion, at the discretion of management. Such discharge or demotion shall not be grievable under the terms of this Agreement. The working test period may be extended by the Chief for up to an additional three (3) months.

Section 19.02 Right to Return to the Bargaining Unit Following Promotion

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they are unsuccessful in the promoted position. Employees shall return to the unit at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority, if a position within the unit is available. The Chief may assign employees returning to the unit under this Section to any open position, or if no open position is available, then to any available position within the Police Officers' unit. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged from the promoted position for just cause.

Article XX. Reductions in Force

Section 20.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 20.02 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14)

days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XXI. Discipline

Section 21.01 Discipline

Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07 of this Article.

Section 21.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed, and it shall not be necessary for discipline to start at any particular level. Factors to be considered in determining the level of discipline issued include, but are not limited to consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance.

(a) Minor Reprimand

{b) Written Reprimand

(c) Suspension

(d) Discharge

Section 21.03 Non-Disciplinary Actions

The following non-disciplinary actions are available to address concerns

about performance or behavior outside the disciplinary process:

(a) Counseling. Discussion between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non- disciplinary counseling. No record of counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during counseling sessions.

(b) Work Improvement Plan. In cases involving unsatisfactory performance of an employee's duties, Department management shall notify the employee of the shortcomings in his or her job performance, explain the Department's performance expectations, and give the employee a reasonable opportunity

to improve his or her performance. Employees shall be entitled to Union representation during discussions regarding the development of work improvement plans, and Union representatives are encouraged to make suggestions about methods for helping employees improve their performance. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in- house resources, the City shall provide and the employee shall willingly and in good faith participate in such training, before any discipline will commence.

Work improvement plans may be issued alone or in conjunction with a disciplinary action (for example, if the performance issue being addressed involves negligence, willful neglect, or gross incompetence on the part of the employee). The Work Improvement Plan itself shall not be considered a form of discipline.

Section 21.04 Copies of Personnel Records

The City will provide the employee and the Union with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon request. Employees shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

Section 21.05 Lodge Representation

Employees shall be entitled to Lodge representation from within their bargaining unit, upon request, during any interview the employee reasonably believes will result in discipline or during any meeting in which the employee will receive disciplinary action. If the employee requests such representation, the meeting shall not proceed until a Lodge representative is present. The employee must select a representative from the official list of Lodge representatives for their bargaining unit, who is not involved in the matter at hand, and who is available to attend the meeting within a reasonable period oftime, which will typically mean that the representative must be selected from among on-duty employees. Lodge representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as the Lodge representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

Section 21.06 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation that results in the assessment of discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the

involved member. The Department shall have the right to redact any information from the internal affairs files necessary to protect confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file, but will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, Counsel shall be responsible for maintaining witness confidentiality.

Section 21.07 Bargaining Unit Member Involved Shooting Investigation

- No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is reasonable suspicion or probable cause to believe a crime has been committed.

- The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate General Order. The on-scene supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Chief or his/her designee authorizes the release.

- A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel and/or a Lodge representative present during any Professional Standards Authority interview. No interview by the Professional Standards Authority of the bargaining unit member involved in a shooting incident shall be conducted within seventy-two (72) hours of the incident.

- Immediately following the shooting, bargaining unit members will be ordered to provide answers to the following public safety questions to

provide information necessary to complete the investigation:

1) Are you injured?
2) If you know of anyone who was injured, what is his or her location?
3) In what direction did you fire your weapon(s)?
4) Are there any suspects at large, what are their descriptions?
5) What was the suspects' direction of travel?
6) How long ago did the suspects flee?
7) For what crimes are suspected wanted?
8) With what weapons are the suspect is armed?
9) Does any evidence need to be preserved?
10) Where is the evidence located?
11) Did you observe any witnesses?
12) Where are they?

- Besides the answers to these questions, no other questioning shall be performed at the scene.

- Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality may be relieved of duty and placed on Administrative Leave by the appropriate Division Commander. They will retain their badge and identification card, but not their weapon. This shall be removed and retained pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. Bargaining unit member(s) will receive formal notification of their Administrative Leave through a Notice of Administrative Assignment.

- The bargaining unit member(s) will remain on paid administrative leave until the incident has been disposed of through the County Prosecutor's Office, or Grand Jury. Once a ruling has been received from the County Prosecutor's Office, or Grand Jury, that no criminal charges will result from the injury/fatal shooting incident, the bargaining unit member will be returned to full duty status by the

Chief. If criminal charges are filed, the leave will become unpaid from the time of filing. If the charges are subsequently dropped, or if the bargaining unit member is acquitted on the charges, he or she will also be returned to full duty status with all back pay, unless the Employer independently determines to pursue disciplinary action against the bargaining unit member, independent of the disposition of the criminal charges. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that disciplinary action. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.

- Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality shall be required to be evaluated by a mental health professional to determine if the bargaining unit member is emotionally fit, before they may return to active duty. This shall be at the expense of the City.

The City will pay the costs and expenses for counseling for any bargaining unit member, and immediate family, who is involved in a critical incident as provided in the City's employee assistance program (EAP). If counseling beyond that provided by the EAP is requested and recommended by a mental health professional, the City shall pay all costs associated with such extended counseling, for a reasonable period of time.

Article XXII. Internal Investigations

Section 22.01 Administrative Investigations

Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall follow the requirements of the Missouri Police Officer's Bill of Rights, Mo. Rev. Stat. §590.502.

Section 22.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management will suspend the administrative investigation and may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered prior to the criminal investigation referral.

Article XXIII. Grievance Procedure

Section 23.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). A documented counseling is grievable up to Step 2 of the grievance procedure, but is not grievable to arbitration. The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 23.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 23.03 Waiver of Additional Process

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 23.04 Filed Within 15 Days

All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 23.05 Step One

Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 23.06 Step Two

If the matter is not satisfactorily resolved at Step One, the Lodge may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Police Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

The Chief shall either issue a written decision within ten (10) calendar days, or at his or her option, may schedule a grievance meeting to discuss the matter with the grievant and a Lodge representative, at a mutually convenient time. In the event the Chief schedules such a meeting, the written decision shall be due no more than ten (10) calendar days after the grievance meeting takes place.

Section 23.07 Step Three

If the matter is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to the City Administrator or the City Administrator's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two or the grievance meeting was held, whichever is later, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 23.08 Step Three Hearing

The City Administrator may elect to hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the parties shall have the right

to call and cross-examine witnesses and submit evidence in support of their respective positions. The City Administrator or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step Three if the City Administrator elects to proceed without a hearing. The written decision shall explain the reasons for any conclusion reached.

Section 23.09 Suspension and Discharge Grievances Filed At Step Two

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 23.10 Lodge Representation

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not be present during the grievance process.

Section 23.11 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days. Any grievance filed or appealed after time limits have expired shall be considered null and void, and no further action shall be taken with respect to that grievance.

Section 23.12 No Interruptions in Service

During the term of this Agreement, neither the Lodge, its officers, employees, agents, members or representatives, nor any employee covered by this Agreement, will authorize, instigate, aid, condone, participate in or engage in any strike, work stoppage, sickout, slowdown, boycott, picket line, or any other interruption or interference with the work of the Blue Springs Police Department, including any sympathy strike.

In the event of the unauthorized activity proscribed above, the Lodge shall immediately take affirmative action to cause each and every employee covered by this Agreement to return to work and shall, among any and all other necessary or appropriate steps intended to cause each such employee to return to work, immediately:

A. Notify the employees in person, by telephone, and/or by mail that such strike or other interruption of continuous service is unauthorized; and

B. Promptly order its members to return to work.

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 23.12.

The parties recognize the right of the City to take disciplinary action, including discharge, against any employee covered under this Agreement who participates in any activity in violation of this Section, whether such action is taken against all participants or only against selected participants. The parties recognize that the Union's designated representatives have an affirmative duty to prevent and cause the cessation of any activity which violates this Section.

Article XXIV. Arbitration

Section 24.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Three, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Director of Human Resources within ten (10) calendar days after receiving the Step Three decision, or within fourteen
(14) calendar days if the City Administrator or his or her designee fails to issue a Step Three decision.

Matters appealed to arbitration shall not be addressed in any other forum, such as before the City's Personnel Board or in any court of law. The grievance and arbitration provisions established herein shall be the sole avenue available for

addressing any alleged violation of the terms of this Labor Agreement, including but not limited to determining whether the City had just cause for any discharge or discipline.

Section 24.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 24.03 Decision of the Arbitrator

The decision of the Arbitrator shall be subject to the following conditions:

(a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.

(b) In the resolution of dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.

(c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no

power to establish or change any wage rates.

(d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 24.04 Final and Binding

The decision of the Arbitrator shall be final and binding on all parties as to all matters that were properly before the Arbitrator.

Section 24.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXV. Labor Management Committee

Section 25.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of three (3) representatives from Department management and three (3) representatives from the bargaining unit. When appropriate, either of the parties may call for joint meetings of the Police Officer and Sergeant committees.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

Section 25.02 Labor/Management Committee Purpose

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. The purpose of regular meetings shall include but is not limited to:

(a) Dissemination of information.

(b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.

(c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices. All new or revised policies, work rules, or practices shall be discussed by the Labor/Management Committee before being implemented, except in cases where failure to immediately implement a policy, work rule, or practice would negatively affect the Department's ability to provide services to the public. Such discussions shall not be proforma, but shall be meaningful and conducted in good faith, with due consideration of the Lodge's comments and input.

(d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.

(e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary

basis.

Section 25.03 Request for Meeting

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

Article XXVI. General Provisions Section

26.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP).

(a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.

(b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.

(c) The City will bear the cost of cleaning and maintaining all Department provided uniforms, and of replacing Department-issued equipment when no longer serviceable.

(d) The City will pay up to $250 toward replacement of boots when worn out. To be eligible for reimbursement, boots must be selected from a Department-approved vendor.

Section 26.02 Off-Duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty.

Section 26.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 26.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval.

Section 26.05 Release of Personal Information

The City shall not release an employee's personal information, including date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or as required bylaw.

Section 26.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to

participate in any uncompensated work for any charity or any special interest group.

Section 26.07 Annual Mandatory Agility Testing

All sworn personnel covered under this agreement shall be required to participate in and pass the Department's annual physical fitness assessment examination as provided herein. Employees who are not successful in passing the assessment shall receive the grace period and transitional duty assignment benefits set out in Departmental policy. Any employee who remains unable to successfully complete the assessment following both of these periods will be discharged.

The test will be broken down into 10 testable sections, each section will be pass/fail and worth 10 points for a total of 100 points. Personnel must achieve at least 70 points to pass the test. The Test shall include the following ten sections:

1. Lift and carry
2. Bear crawl
3. Push/Pull
4. 1st set of figure-eights (six total figure-eights in the section).
5. 1st set of Gap jump (three total gap jumps in this section).
6. Stair climb
7. 2nd set of figure-eights (six total figure-eights in the section).
8. 2nd set of Gap jump (three total gap jumps in this section).
9. Wall jump
10. Weight drag

Each participant will have 15 minutes to complete the test, failure to do so will be considered a failure.

Article XXVII. Training

Section 27.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All costs associated with the training shall be paid by the Department.

Section 27.02 Meal Reimbursement

The City shall provide each employee covered by this Agreement with a per diem for each meal when the employee is attending training which requires an overnight stay. The per diem shall be in the amounts specified by the United States General Services Administration.

Section 27.03 Travel Time

Travel time to attend training shall be paid to the extent and in the manner required under the FLSA.

Section 27.04 Hours

Employees covered under this Agreement, who are attending external training, shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Employees shall only be paid for hours actually worked, but employees who elect not to return to work may opt to use paid time off.

Section 27.OS Training Day

Employees covered under this Agreement who are assigned to the overnight patrol shifts, who are attending external training during the day, will not be required to work the night before the training or the night shift on the day of the training. Employees shall only be paid for hours actually worked, but night shift employees who elect not to work the shifts before or after a training day may opt to use paid time off, if desired and if they have accumulated time available.

Article XXVIII. Complete Agreement

Section 28.01 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this

Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXV.

Section 28.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

Section 28.03 Savings

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

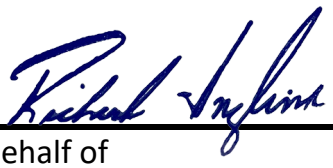
Article XXIX. Term of Agreement

Section 29.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through September 30, 2027. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good- faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either

reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by Its terms and conditions.

Christine Cates	Rick Inglima
City Administrator	President
	
On behalf of	On behalf of
The City of Blue Springs	FOP West Central Missouri Lodge No. 50
	9/10/24
Date	Date

Resolution No. 74-2024

A RESOLUTION APPROVING A THREE-YEAR LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, WEST CENTRAL MISSOURI REGIONAL LODGE 50, FOR EMPLOYEES WITH THE RANK OF LIEUTENANT

WHEREAS, the State of Missouri provides the right of collective bargaining for groups of employees such as those holding the rank of Lieutenant for the City of Blue Springs; and

WHEREAS, the original Labor Agreement which expired on June 30, 2018 was approved by Resolution 50-2016 and subsequently amended by Resolutions 07-2017 and 19-2018; and

WHEREAS, a second three-year agreement which expired on September 30, 2021 was approved by Resolution 85-2018; and

WHEREAS, a third three-year agreement expiring on September 30, 2024 was approved by Resolution 94-2021 for three years and subsequently amended by Resolutions 73-2022 and 68-2023; and

WHEREAS, representatives from the Lodge and the City have met, bargained in good faith and discussed conditions and terms of employment and mutually agreeable language for a labor agreement for the bargaining unit consisting of employees holding the rank of Lieutenant; and

WHEREAS, the City has been informed that the members of the bargaining unit have voted in the affirmative to approve the tentative Labor Agreement which is attached hereto as Exhibit "A" and the Lodge now requests that the City Council consider approving same; and

WHEREAS, the City Council has reviewed this agreement with members of management and its legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator has the authority and is hereby authorized to enter into a three-year Labor Agreement with the Fraternal Order of Police, West Central Missouri Regional Lodge 50, covering the terms and conditions of employment contained therein, and no other terms and conditions. A copy of the proposed agreement is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said Labor Agreement.

Section 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS, MISSOURI

AND

FRATERNAL ORDER OF POLICE
WEST CENTRAL MISSOURI REGIONAL

LODGE # 50

2024-2027

LABOR AGREEMENT

LIEUTENANTS BARGAINING UNIT

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Blue Springs, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with the City's Human Resources Manual, with any General Orders of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Human Resources Manual, and the Department's General Orders and other written directives will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent these written materials do not conflict with the provisions of this Agreement, they shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn Lieutenants.

Section 2.02 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

Section 2.03 Lieutenants Supervisory Duties

The parties mutually acknowledge that Lieutenants are supervisory employees. As such, Lieutenants are obligated to direct and maintain order and efficiency among subordinate personnel. Lieutenants shall assist in the scheduling of personnel, and shall report any

observed misconduct and/or performance problems. Lieutenants shall recommend discipline when appropriate, and shall have the authority, to relieve subordinate employees from duty with pay pending investigation on their own authority as outlined in department policy. Lieutenants shall provide objective and accurate performance evaluations, and shall present final versions of performance evaluations after review and approval from the chain of command. Lieutenants shall also administer approved discipline when directed to do so.

Section 2.04 Retaliation Prohibited

Neither the City, the Lodge, nor any member of either bargaining unit shall discriminate or retaliate against any Lieutenant for the good faith performance of the above duties. Any Lieutenant who is unable or unwilling to fulfill the above duties shall be subject to discharge or demotion to a non-supervisory position.

Article III. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, including but not limited to the right to:

(a) Determine the mission of the City and the Department;

(b) Direct the working forces;

(c) Hire, classify, assign, promote, and transfer employees;

(d) Suspend, demote, discipline, and discharge employees for just cause;

(e) Relieve employees from duty because of lack of work or other legitimate reasons;

(f) Change existing methods, operations, facilities, equipment, and type or number of personnel;

(g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;

(h) Assign work to bargaining unit and/or civilian support personnel;

(i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and

(j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Representatives

On January 1st of each year, the Lodge shall provide the Department with the name of one Lieutenant who shall serve as official Lodge representative for that calendar year.

Section 4.02 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their orientation process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to make its presentation.

Section 4.03 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the central break room of the Public Safety Building. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge.

Section 4.04 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to Union or Union-affiliated accounts.

Section 4.06 Union Business

The City will pay Union representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Union business shall be performed on non-working time.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative of their same rank on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon request, provide to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 300 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 10 cents per page. In no event shall the Lodge be charged if the actual cost of research, duplication, and copies is less than $100.00.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 Establishment of Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for the position within the bargaining unit.

Article VII. Hours of Work

Section 7.01 Hours

The normal shift duration is eight (8) or ten (10) hours, depending upon the assignment.

Section 7.02 Shift Assignment

Due to the limited number of positions within this unit, the Department reserves the right to make shift and duty assignments based on the best interest of the department after discussion with the affected employees. The lodge will be notified of all changes in assignment.

Section 7.03 Transfers and Reassignments

Employees may submit written requests to be transferred to any open position on a different shift, unit, section or squad (excepting supplemental assignments) through their chain of command. Employees may also submit written requests to trade shifts, units, sections, or squads with another employee, so long as both employees are in agreement to the trade. Transfers and trades shall be subject to the approval of the Chief or his or her designee.

The Chief shall have the authority to reassign any employee or employees to another duty assignment, supplemental assignment, shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved. When a reassignment may cause bumping of an employee, the Department shall initially seek volunteers and shall honor seniority as much as reasonably practical.

Section 7.04 Meal Breaks

The Department shall make a reasonable attempt to allow Lieutenants to receive a thirty (30) minute paid meal break. All employees shall receive two fifteen (15) minute rest breaks per shift worked, where reasonably feasible. All breaks may be interrupted or cancelled due to work demands or operational needs of the Department.

Section 7.05 Duty Trade

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from the Chief, or his or her designee. Trades must occur within the same pay period. All such trades shall be purely

voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

Article VIII. Transitional Duty Assignments

Section 8.01 Duty Related Injury

When an employee is injured in the line of duty, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified.

Section 8.02 Non-Duty Related Medical Condition

When an employee is unable to perform his or her regular work assignment due to a non-work related injury or non-communicable illness, the City may offer a transitional duty assignment, to the extent productive work is available. Employees with on-the-job injuries shall have preference over employees with non-work-related injuries for any such assignments.

Section 8.03 Acceptance of Transitional Duty

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

Article IX. Wages

Section 9.01 Pay Range and Wage Increases

The pay range for all personnel covered under this Agreement during the life of this Agreement shall be as follows:

Police Lieutenant 10/1/2024		
step	annually	hourly
0	$ 97,660.20	$ 46.95
1	$ 100,590.01	$ 48.36
2	$ 103,607.71	$ 49.81
3	$ 106,715.94	$ 51.31

4	$ 109,917.42	$ 52.84
5	$ 113,214.94	$ 54.43
6	$ 116,611.39	$ 56.06
7	$ 120,109.73	$ 57.75
8	$ 123,713.02	$ 59.48

Police Lieutenant 10/1/2025		
step	annually	hourly
0	$ 99,125.10	$ 47.66
1	$ 102,098.86	$ 49.09
2	$ 105,161.82	$ 50.56
3	$ 108,316.68	$ 52.08
4	$ 111,566.18	$ 53.64
5	$ 114,913.16	$ 55.25
6	$ 118,360.56	$ 56.90
7	$ 121,911.37	$ 58.61
8	$ 125,568.71	$ 60.37

Police Lieutenant 10/1/2026		
step	annually	hourly
0	$ 100,611.98	$ 48.37
1	$ 103,630.34	$ 49.82
2	$ 106,739.25	$ 51.32
3	$ 109,941.43	$ 52.86
4	$ 113,239.67	$ 54.44
5	$ 116,636.86	$ 56.08
6	$ 120,135.97	$ 57.76
7	$ 123,740.04	$ 59.49
8	$ 127,452.25	$ 61.28

This step plan shall go into effect on October 1, 2024.

Personnel covered under this Agreement shall receive a one-step increase effective in the first pay period of the anniversary of their promotional date, provided they have received a rating of “Meets Expectations” or better on their most recent performance evaluation.

Any employee who has reached the maximum step, and who otherwise qualifies for an increase, will receive a lump sum payment equal to 3.0% of his or her annual base salary in lieu of a step increase.

The initial step for newly promoted lieutenants will be determined by adding five percent (5%) to their then-current rate, then moving them to the nearest step to that amount.

Section 9.02 Financial Exigencies

The wage schedules set out in this labor agreement are based on municipal revenue and expense budget estimates. Therefore, implementation of these wage schedules is dependent upon the actual availability of projected municipal revenues. Any modification to the wage schedules due to a lack of available revenues for any positions covered under this agreement shall be subject to negotiation, upon notice by the City that has concluded it does not have sufficient funds to implement the wage schedules while meeting its other commitments and obligations. In the event such notice is given, no increases shall be implemented until agreement is reached on appropriate amounts and timing for such increases.

Section 9.03 Bi-Lingual Incentive Pay

Employees who are fluent in conversational Spanish, as demonstrated in a test to be designated by the Department, shall receive an incentive of 25 cents per hour added to their base pay rate.

Section 9.04 Specialty Pay

(a) Clothing Allowance: Lieutenants assigned to Investigative Services in a plain clothed assignment shall receive a clothing allowance of $100 per month.

Section 9.05 Jury Duty

In the event any employee covered under this Agreement is called for jury duty, the City will grant the employee time off with full regular pay for any regularly scheduled working day spent in court as a juror or prospective juror. Employees on evening or night shifts will be granted one shift off with pay on any day of jury service, and may additionally use PTO to cover any scheduled shift that immediately adjoins a day of jury service but that is not covered as a paid jury service shift, in the same manner as the current practice for training days.

Employees may retain any remuneration received from the court as compensation for their service, in addition to their regular pay. Employees are required to notify their supervisor promptly whenever they are released from jury service, and may be required to report for full or partial shifts when appropriate.

Section 9.06 Off-Duty Employment by Third Parties

Off-duty work shall be defined as time spent by the officer working security or providing other police-related services to third parties (i.e. entities other than the City of Blue Springs).

The Department shall notify third parties seeking to employ police personnel in security and other similar police-related functions that the minimum pay required is forty-five dollars ($45.00) per hour, but will further notify all prospective employers that higher rates are allowed, at the employer's discretion. The Department will post notices stating the date and time of any work requested under this paragraph, as well as the name of the employer and the rate being offered. Employees covered under this agreement shall be entitled to sign up to fill such work shifts on a first-come, first-served basis, so long as the work for third parties does not interfere with any employee's ability to meet his or her regular obligations to the City and to obtain adequate rest between shifts. The City shall not require any employee to fill work shifts for any third-party employer, but retains the right to offer and assign work covering such events or duties as the direct employer of the City employee in question, in which case all work performed will count toward overtime eligibility during the then-current pay period.

Article X. Overtime

Section 10.01 Two-Week Work Period / Overtime After 80 Hours Actually Worked

All personnel covered under this Agreement shall be scheduled on a two (2) week work period. Employees shall receive overtime pay at the rate of time-and-one-half for all hours actually worked over eighty (80) hours in the work period.

Section 10.02 Call-Out Overtime

All personnel who are called out for work outside their regular schedule shall be paid either two hours for each call-out or actual time worked, whichever is greater.

Section 10.03 Overtime Calculation

Premium pay will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

Section 10.04 No Duplicative Payment

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. “Overtime” as used herein does not include other types of premium pay such as holiday pay.

Section 10.05 Duty-Related Phone Calls

Employees who receive a phone call from any Department supervisor (Captain, Deputy Chief, or Chief), or their designee, while off-duty, which call lasts longer than seven minutes, and which concerns a job-related issue, shall be compensated at the overtime rate for the actual time spent on the call. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

Article XI. Health and Welfare

Section 11.01 Insurance Provided

The City shall provide health, vision, and dental insurance plans for those employees who elect to participate on the same terms as those benefits are provided to non-represented employees of the City.

Employees who do not reach the minimum level of required participation in the wellbeing program by March 1 of each contract year will pay a $15 per pay period ($30 per month) non-participation fee during that insurance plan year. The non-participation fee is considered a taxable charge not in conjunction with medical premiums. Non-participation fees collected by the City will be put toward the City's Wellness Fund for use in future programs and incentives.

The City shall have the right to change plans and/or carriers, to increase or decrease premiums, co-pays, and benefits available under an existing plan, after providing at least thirty (30) days’ advance notice to the Lodge, and at least sixty (60) days’ notice if practicable. Before any change is implemented, the City shall meet with the Lodge to discuss changes, upon request.

Section 11.02 Life Insurance

The City will maintain life insurance coverage in the amount of one and one-half (1 1/2) times the employee’s annual base salary, up to a maximum of $100,000 per employee. The City will pay 100% of the premium for this benefit.

Section 11.03 Vaccinations

The City will continue to make Influenza and Hepatitis A and B vaccinations available, at no charge to employees.

Article XII. Retirement

Section 12.01 LAGERS

The City will implement the LAGERS L-6 retirement program with a required 2% employee contribution effective no later than October 1, 2021.

Section 12.02 Deferred Compensation Plans

The City will maintain enrollment in a voluntary deferred compensation plan with no employer match.

The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

Section 14.03 Mandatory Retirement Age

The mandatory retirement age for all personnel covered under this agreement shall be age 68.

Article XIII. Holidays

Section 13.01 Recognized Holidays

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day, and any other holiday designated by the City.

Section 13.02 Holiday Off-Duty

Employees whose regular day off falls on a holiday or who receive the holiday off-duty shall receive eight hours of straight time pay for the holiday.

Section 13.03 Holiday Worked

Employees who work a regularly scheduled shift on a holiday shall be paid straight time for their hours worked (unless the employee otherwise qualifies for overtime pay), plus eight hours of holiday pay.

ARTICLE XIV
PAID TIME OFF/EXTENDED ILLNESS BANK

14.01 Paid Time Off (PTO) Accumulation

PTO accumulation begins with the first paycheck. Eligible full-time employees will accumulate PTO hours each pay period at the following rates:

Years of Service	PTO Accumulation Per Pay Period	Maximum PTO per 12-month period
0 thru 4 years	5.2308 hours	136 hours
Year 5 - 14 years	6.7692 hours	176 hours
Year 15 and after	8.3077 hours	216 hours

14.02 Maximum PTO Balance

PTO hours may accumulate to the following maximums:

Years of Service	Maximum PTO Hours
0 – 4 years	272 hours
Year 5 – 14 years	352 hours
Year 15 and after	432 hours

Employees may not accumulate PTO hours in excess of the maximums above. If unusual staffing conditions cause an employee to be unable to take accumulated PTO hours and the employee will lose the PTO hours, an extension of those hours may be granted with the approval of the department director and human resources. Those hours must be used as quickly as possible. An employee may not be granted extension in consecutive years.

14.03 PTO Scheduling

(a) Employees must schedule PTO at least 12 hours before the start of their regular shift. Any PTO scheduled at least 12 hours in advance shall be treated as "scheduled PTO," and any PTO scheduled with less than 12 hours advance notice to the employee's supervisor shall be categorized as "unscheduled PTO. All requests are subject to department approval based on staffing needs and department procedures. Employees must utilize PTO hours for the first two consecutive shifts of an unscheduled absence (i.e. Called in sick). Employees must follow department call in procedures for unscheduled absences. Unscheduled absences will be monitored, and supervisors may request a statement from a health care provider.

(b) If a major holiday occurs during an employee's PTO time off, that day should be coded as major holiday on the employee's eTimecard or eTimesheet rather than PTO.

(c) Extended Illness time (EIB) will not be paid for illness or other incapacity during an employee's scheduled PTO.

(d) The maximum number of PTO hours taken per shift cannot exceed the number of hours in the employee's regularly scheduled workday. The maximum number of PTO hours taken per pay period cannot exceed the number of hours the employee is regularly scheduled to work per pay period.

14.04 PTO Pay

PTO is paid at the employee's base hourly rate in effect on the day the PTO is taken. Pay in lieu of taking time off for PTO will not be allowed. PTO hours are not counted as time worked towards overtime calculations.

14.05 FMLA Leave of Absence, Military Leave of Absence and Other Leaves of Absence

An employee's PTO balance must be used during an approved FMLA leave or other approved leave of absence if the time off would otherwise be un-paid. PTO will not accumulate during the unpaid portion of an approved FMLA leave or other approved, unpaid, non-military leave of absence. Employees called to active military duty, beyond the weekend/2-week obligation, will accumulate PTO time during their active military duty as per USERRA.

14.06 Resignation/Termination

PTO Balances cannot be utilized to extend the date of resignation/termination for retirement, insurance continuation or other purposes.

14.07 Extended Illness Bank Accumulation

Extended illness accumulation begins with the first paycheck. Eligible full-time employees will accumulate extended illness hours at the rate of 1.8462 hours per pay period (approximately 4 hours per month). Extended illness will accumulate during periods of short-term disability, military leave, jury duty and paid time off leave. Extended illness cannot be "borrowed" from future accumulations.

14.08 Extended Illness Bank Maximum Balance

There is no maximum balance for extended illness accumulations. Employees are encouraged to maintain extended illness balance for unforeseen catastrophic medical conditions that may require extended absences from work.

14.09 Use of Extended Illness Bank (EIB)

Extended illness hours should be used only in the event of an employee's absence from duty due to:

(a) The employee's own illness or non-work-related injury that extends beyond two consecutive work shifts such as a cold or sinus infection lasting more than two consecutive work shifts. The first two work shifts would be paid from Paid Time Off (PTO) and any additional missed work shifts would be paid from EIB.

(b) The illness of a family member as defined above that extends beyond two consecutive work shifts. The first two work shifts would be paid from Paid Time Off (PTO) and any additional missed work shifts would be paid from EIB.

(c) The birth of a child or to care for such child.

(d) The placement of a child for adoption or foster care and to care for such child. FMLA papers should be on file and approved by Human Resources.

An employee may not utilize extended illness hours for time ill during scheduled PTO time.

14.10 Notice of Absence

Employees are required to provide appropriate notice of absence according to department policy and procedure. Failure to do so may result in disciplinary action. Employees may request leave under the Family & Medical Leave Act if they believe they are eligible for FMLA leave.

14.11 Extended Illness Bank upon Resignation/Retirement/Termination

Employees who are terminated for any reason or who resign in lieu of termination will not receive pay for any extended illness balances on their final paycheck. To be eligible for payment of some extended illness hours, employees:

i. Must provide appropriate 2-week written notice of resignation;
ii. Must work the notice period. Any unscheduled absence during the notice period must be documented by a health care provider;
iii. Must be employed for at least 5 years; and,
iv. Must have at least a 100 hour extended illness bank balance.

If the above criteria are met, the resigning employee shall receive pay for 15% of the first 500 hours of extended illness balance and then pay for 20% of the balance from 501 to 1000 hours of extended illness balance. There is no pay for extended illness balances exceeding 1000 hours. The rate of pay will be at the employee's base hourly rate.

Payment will be on the final paycheck and is not included in LAGERS retirement contributions as per LAGERS criteria. Payment is subject to all applicable payroll taxes.

Article XV. Other Leave

Section 15.01 Eligible Leave Time

All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, and any other form of leave (either paid or unpaid), as provided for under City and Departmental policies.

Section 15.02 Activity While On Leave

Employees on leave shall not engage in activities that are inconsistent with the reason for the leave. Employees shall have the right to engage in any activity that is not inconsistent

with the reasons for the leave, including performing work for other employers under appropriate circumstances.

Section 15.03 On-the-Job Injuries

In addition to all rights provided by statute, the City will pay employees who are eligible for workers' compensation benefits due to injuries or illnesses covered under state law an amount equal to thirty-four percent (34%) of the employee's regular base pay during the employee's first thirty days on workers' compensation leave. The City will pay the employee an amount equal to twenty percent (20%) of the employee's regular base pay during days thirty-one through sixty. Thereafter, employees shall have the option to supplement their workers' compensation benefits by using any available EIB or PTO time to cover up to 34% of their regular base pay for each work day missed, until such time as the employee's paid leave is exhausted or the employee returns from workers' compensation leave.

Article XVI. Seniority

Section 16.01 Seniority Definition

For purposes of determining employee benefits, "seniority" shall mean the earliest date from which the employee has been continuously employed by the City. For all other purposes, the term "seniority" will be determined based upon cumulative time as a Lieutenant.

Section 16.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position.

Section 16.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

(a) Voluntary quit or retirement;

(b) Discharge for just cause;

(c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expiries;

(d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;

(e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,

(f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 16.04 Rehire

Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate working test period.

Reinstated employees who separated from Departmental service in good standing and who return to the Department within one (1) year from the date of separation shall be paid at the appropriate rate for the position they receive upon their return, taking into account their cumulative seniority with the Department.

Article XVII. Working Test Period

Section 17.01 Working Test Period

Newly hired or newly promoted Lieutenants shall complete a working test period. The working test period for new Lieutenants shall run for six (6) months from date of hire or promotion. During the working test period, newly hired employees shall be subject to discharge, and promoted employees shall be subject to demotion, at the discretion of management. Such discharge or demotion shall not be grievable under the terms of this Agreement. The working test period may be extended by the Chief for up to an additional three (3) months.

Section 17.02 Right to Return to the Bargaining Unit Following Promotion

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they are unsuccessful in the promoted position. Employees shall return to the unit at the rate

of pay they held prior to their promotion out of the unit, without any loss of seniority, if a position within the unit is available. The Chief may assign employees returning to the unit under this Section to any open position, or if no open position is available, then to any available position within the Police Officers' unit. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged from the promoted position for just cause.

Article XVIII. Reductions in Force

Section 18.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 18.02 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XIX. Discipline

Section 19.01 Discipline

Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07 of this Article.

Section 19.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed, and it shall not be necessary for discipline to start at any particular level. Factors to be considered in determining the level of discipline issued include, but are not limited to consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance.

(a) Minor Reprimand

(b) Written Reprimand

(c) Suspension

(d) Discharge

Section 19.03 Non-Disciplinary Actions

The following non-disciplinary actions are available to address concerns about performance or behavior outside the disciplinary process:

(a) Counseling. Discussion between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during counseling sessions.

(b) Work Improvement Plan. In cases involving unsatisfactory performance of an employee's duties, Department management shall notify the employee of the shortcomings in his or her job performance, explain the Department's performance expectations, and give the employee a reasonable opportunity to improve his or her performance. Employees shall be entitled to Union representation during discussions regarding the development of work improvement plans, and Union representatives are encouraged to make suggestions about methods for helping employees improve their performance. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training, before any discipline will commence.

Work improvement plans may be issued alone or in conjunction with a disciplinary action (for example, if the performance issue being addressed involves negligence, willful neglect, or gross incompetence on the part of the employee). The Work Improvement Plan itself shall not be considered a form of discipline.

Section 19.04 Copies of Personnel Records

The City will provide the employee and the Union with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon request. Employees shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

Section 19.05 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation that results in the assessment of discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the involved member. The Department shall have the right to redact any information from the internal affairs files necessary to protect confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file, but will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, Counsel shall be responsible for maintaining witness confidentiality.

Section 19.06 Bargaining Unit Member Involved Shooting Investigation

- No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is reasonable suspicion or probable cause to believe a crime has been committed.

- The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate General Order. The on-scene supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Chief or his/her designee authorizes the release.

- A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel and/or a Lodge representative present during any Professional Standards Authority interview. No interview by the Professional

Standards Authority of the bargaining unit member involved in a shooting incident shall be conducted within seventy-two (72) hours of the incident.

- Immediately following the shooting, bargaining unit members will be ordered to provide answers to the following public safety questions to provide information necessary to complete the investigation:

    1) Are you injured?
    2) If you know of anyone who was injured, what is his or her location?
    3) In what direction did you fire your weapon(s)?
    4) Are there any suspects at large, what are their descriptions?
    5) What was the suspects' direction of travel?
    6) How long ago did the suspects flee?
    7) For what crimes are suspected wanted?
    8) With what weapons are the suspect is armed?
    9) Does any evidence need to be preserved?
    10) Where is the evidence located?
    11) Did you observe any witnesses?
    12) Where are they?

- Besides the answers to these questions, no other questioning shall be performed at the scene.

- Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality may be relieved of duty and placed on Administrative Leave by the appropriate Division Commander. They will retain their badge and identification card, but not their weapon. This shall be removed and retained pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. Bargaining unit member(s) will receive formal notification of their Administrative Leave through a Notice of Administrative Assignment.

- The bargaining unit member(s) will remain on paid administrative leave until the incident has been disposed of through the County Prosecutor's Office, or Grand Jury. Once a ruling has been received from the County Prosecutor's Office, or Grand Jury, that no criminal charges will result from the injury/fatal shooting incident, the bargaining unit member will be returned to full duty status by the Chief. If criminal charges are filed, the leave will become unpaid from the time of filing. If the charges are subsequently dropped, or if the bargaining unit member is acquitted on the charges, he or she will also be returned to full duty status with all back pay, unless the Employer independently determines to pursue disciplinary action against the bargaining unit member, independent of the disposition of the criminal charges. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that disciplinary action. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.

- Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality shall be required to be evaluated by a mental health professional to determine if the bargaining unit member is emotionally fit, before they may return to active duty. This shall be at the expense of the City.

The City will pay the costs and expenses for counseling for any bargaining unit member, and immediate family, who is involved in a critical incident as provided in the City's employee assistance program (EAP). If counseling beyond that provided by the EAP is requested and recommended by a mental health professional, the City shall pay all costs associated with such extended counseling, for a reasonable period of time.

Article XX. Internal Investigations

Section 20.01 Administrative Investigations

Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall follow the requirements of the Missouri Police Officer's Bill of Rights, Mo. Rev. Stat. §590.502.

Section 20.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management will suspend the administrative investigation and may elect either to place the employee on administrative leave, with pay, or it may elect

to take appropriate disciplinary action based on the information gathered prior to the criminal investigation referral.

Article XXI. Grievance Procedure

Section 21.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). A documented counseling is grievable up to Step 2 of the grievance procedure but is not grievable to arbitration. The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept, or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 21.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 21.03 Waiver of Additional Process

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 21.04 Filed Within 15 Days

All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 21.05 Step One

Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 21.06 Step Two

If the matter is not satisfactorily resolved at Step One, the Lodge may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Police Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

The Chief shall either issue a written decision within ten (10) calendar days, or at his or her option, may schedule a grievance meeting to discuss the matter with the grievant and a Lodge representative, at a mutually convenient time. In the event the Chief schedules such a meeting, the written decision shall be due no more than ten (10) calendar days after the grievance meeting takes place.

Section 21.07 Step Three

If the matter is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to the City Administrator or the City Administrator's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two or the grievance meeting was held, whichever is later, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 21.08 Step Three Hearing

The City Administrator may elect to hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the parties shall have the right to call and cross-examine witnesses and submit evidence in support of their respective positions. The City Administrator or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step Three if the City Administrator elects to proceed without a hearing. The written decision shall explain the reasons for any conclusion reached.

Section 21.09 Suspension and Discharge Grievances Filed At Step Two

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 21.10 Lodge Representation

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not be present during the grievance process.

Section 21.11 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days. Any grievance filed or appealed after time limits have expired shall be considered null and void, and no further action shall be taken with respect to that grievance.

Section 21.12 No Interruptions in Service

During the term of this Agreement, neither the Lodge, its officers, employees, agents, members or representatives, nor any employee covered by this Agreement, will authorize, instigate, aid, condone, participate in or engage in any strike, work stoppage, sickout, slowdown, boycott, picket line, or any other interruption or interference with the work of the Blue Springs Police Department, including any sympathy strike.

In the event of the unauthorized activity proscribed above, the Lodge shall immediately take affirmative action to cause each and every employee covered by this Agreement to

return to work and shall, among any and all other necessary or appropriate steps intended to cause each such employee to return to work, immediately:

A. Notify the employees in person, by telephone, and/or by mail that such strike or other interruption of continuous service is unauthorized; and

B. Promptly order its members to return to work.

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 23.12.

The parties recognize the right of the City to take disciplinary action, including discharge, against any employee covered under this Agreement who participates in any activity in violation of this Section, whether such action is taken against all participants or only against selected participants. The parties recognize that the Union's designated representatives have an affirmative duty to prevent and cause the cessation of any activity which violates this Section.

Article XXII. Arbitration

Section 22.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Three, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Director of Human Resources within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Administrator or his or her designee fails to issue a Step Three decision.

Matters appealed to arbitration shall not be addressed in any other forum, such as before the City's Personnel Board or in any court of law. The grievance and arbitration provisions established herein shall be the sole avenue available for addressing any alleged violation of the terms of this Labor Agreement, including but not limited to determining whether the City had just cause for any discharge or discipline.

Section 22.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators to the

Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 22.03 Decision of the Arbitrator

The decision of the Arbitrator shall be subject to the following conditions:

(a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.

(b) In the resolution of dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.

(c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.

(d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 22.04 Final and Binding

The decision of the Arbitrator shall be final and binding on all parties as to all matters that were properly before the Arbitrator.

Section 22.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXIII. Labor Management Committee

Section 23.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of two (2) representatives from Department management and one (1) representative from the bargaining unit.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

Section 23.02 Labor/Management Committee Purpose

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. The purpose of regular meetings shall include but is not limited to:

(a) Dissemination of information.

(b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.

(c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices. All new or revised policies, work rules, or practices shall be discussed by the Labor/Management Committee before being implemented, except in cases where failure to immediately implement a policy, work rule, or practice would negatively affect the Department's ability to provide services to the public. Such discussions shall not be pro forma, but shall be meaningful and conducted in good faith, with due consideration of the Lodge's comments and input.

(d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.

(e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 23.03 Request for Meeting

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened at a mutually agreed date and time after receipt of a written request by either party.

Article XXIV. General Provisions

Section 24.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP).

(a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.

(b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.

(c) The City will bear the cost of cleaning and maintaining all Department provided uniforms, and of replacing Department-issued equipment when no longer serviceable.

(d) The City will pay up to $250 toward replacement of boots when worn out. To be eligible for reimbursement, boots must be selected from a Department-approved vendor.

Section 24.02 Off-Duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty.

Section 24.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 24.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval.

Section 24.05 Release of Personal Information

The City shall not release an employee's personal information, including date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

Section 24.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Section 24.07 Annual Mandatory Agility Testing

All sworn personnel covered under this agreement shall be required to participate in and pass the Department's annual physical fitness assessment examination as provided herein. Employees who are not successful in passing the assessment shall receive the grace period and transitional duty assignment benefits set out in Departmental policy. Any employee who remains unable to successfully complete the assessment following both of these periods will be discharged.

The test will be broken down into 10 testable sections, each section will be pass/fail and worth 10 points for a total of 100 points. Personnel must achieve at least 70 points to pass the test. The Test shall include the following ten sections:

1. Lift and carry
2. Bear crawl
3. Push/Pull
4. 1st set of figure-eights (six total figure-eights in the section).
5. 1st set of Gap jump (three total gap jumps in this section).
6. Stair climb
7. 2nd set of figure-eights (six total figure-eights in the section).
8. 2nd set of Gap jump (three total gap jumps in this section).
9. Wall jump
10. Weight drag

Each participant will have 15 minutes to complete the test, failure to do so will be considered a failure.

Article XXV. Training

Section 25.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All costs associated with the training shall be paid by the Department.

Section 25.02 Meal Reimbursement

The City shall provide each employee covered by this Agreement with a per diem for each meal when the employee is attending training which requires an overnight stay. The per diem shall be in the amounts specified by the United States General Services Administration.

Section 25.03 Travel Time

Travel time to attend training shall be paid to the extent and in the manner required under the FLSA.

Section 25.04 Hours

Employees covered under this Agreement, who are attending external training, shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Employees shall only be paid for hours worked, but employees who elect not to return to work may opt to use paid time off.

Article XXVI. Complete Agreement

Section 26.01 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXIII.

Section 26.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

Section 26.03 Savings

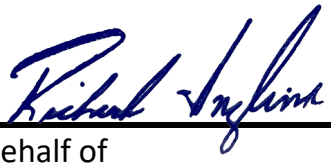
If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXVII. Term of Agreement

Section 27.01 Effective Date

This Agreement shall become effective upon ratification by both parties and shall remain in effect through September 30, 2027. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Christine Cates City Administrator	Rick Inglima President
	
On behalf of The City of Blue Springs	On behalf of FOP West Central Missouri Lodge No. 50
	9/10/24
Date	Date

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
September 18, 2024

EXHIBITS FOR PUBLIC HEARING

2024 TAX LEVY

EXHIBIT #1 City Council Information Form dated July 16, 2024 with the following attachments: Notice of 2024 Aggregate Assessed Valuation; Affidavit of Public Hearing as published in the Examiner on September 10, 2024 and Bill establishing the property tax levy for 2024

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 16, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing is being held to receive public comment on the 2024 Property Tax Levy for the City of Blue Springs. Upon conclusion of the public hearing, a Bill establishing the 2024 Property Tax Levy will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

On August 29, 2024, the office of the County Clerk of Jackson County, Missouri, provided to the City an updated total aggregate assessed valuation for the 2024 tax year in the amount of $1,418,533,177.

The decrease in assessed valuation from 2023 totals $22,345,476 or 1.6% and is primarily due to decreases in the real estate property valuation. New construction totals $6,752,788. In addition, the City added $4,887,763 for annexed properties the majority of which relates to the annexation of the Carriage Oaks and Highlands Ranch subdivisions.

2023 Final Assessed Valuation	$	1,440,878,653
2024 Assessed Valuation	$	1,418,533,177
Decrease in valuation	$	22,345,476

Pursuant to RSMO Section 67.110 each political subdivision must adopt its tax rates not later than October of each year. If the tax rates are not set by this date, then no tax rate other than the rate necessary for the repayment of principal and interest on bonds shall be certified for the year. This must occur even though the appeals process has not been completed.

In 2023, Jackson County, Missouri, experienced a significant increase in property assessments, with some homeowners seeing their property values jump by as much as 30% to 50%. This sparked widespread concern, leading to an unprecedented number of property assessment appeals. Many property owners felt the assessment hikes were unreasonable and arbitrary, citing issues with transparency and the methods used to calculate the new values. The backlog of appeals overwhelmed the county's ability to process them efficiently, causing further frustration.

Blue Springs joined a lawsuit with the City of Independence claiming that the Jackson County assessment process was flawed and violated state laws. The lawsuit argued that the county failed to conduct proper physical inspections and that many of the new valuations were inconsistent and unjustifiable. This legal challenge highlighted broader concerns about the county's overall assessment procedures. The court denied the petition for a writ of mandamus,

finding that relief should be addressed via state legislature and the State Tax Commission remedy because the statutory deadline is discretionary, not mandatory, even though it held that Jackson County did violate statutes.

The Missouri State Tax Commission issued an order for Jackson County to correct its 2023 property tax assessments on August 7, 2024. The order directed the county to roll back the assessments for properties that saw increases of more than 15%, citing issues with the assessment process, including a failure to conduct required physical inspections and notify property owners appropriately.

On September 4, 2024, Jackson County filed a legal challenge against the State Tax Commission's order, citing what it considers constitutional violations and potential harm to essential services. The county contends that the order undermines fair property assessments and violates Missouri's Constitution.

Given this issue has not been resolved, the City's levy is being established based upon incomplete information. Last year, the City received a summary of the active and closed tax appeals from Jackson County. This information was not provided this year.

This bill establishes the 2024 property tax levy for the City of Blue Springs at a total rate of $0.5862 per $100 assessed valuation.

The proposed levy for General Fund operations has been calculated at $0.4362 per $100 assessed valuation in compliance with Article X, Section 22 of the Missouri Constitution (the Hancock Amendment) and Section 137.073, RSMo.

The levy for the General Obligation Bond Fund will remain at $0.1500 per $100 of assessed valuation, as initially proposed to voters on August 7, 1990, reaffirmed on August 5, 2008, and reconfirmed again on August 6, 2024.

The proposed 2024 tax levy is as follows compared to 2023, 2022, 2021 and 2020:

Levy	2024	2023	2022	2021	2020
General Fund	.4362	.4259	.4866	.4866	.5141
Recoupment	.0000	.0000	.0000	.0000	.0176
Debt Service	.1500	.1500	.1500	.1500	.1500
Total	.5862	.5759	.6366	.6366	.6817

The public hearing notice estimated the 2024 tax levy would total $0.6000 based upon the preliminary assessed valuation dated July 2, 2024. The assessed valuation received on August 29, 2024, was $453,804 or 0.03% lower which adjusted the tax levy down to $0.5862.

FINANCIAL IMPACT

Contractor:	N/A
Budget Year:	FY 2024-25
Revenue to be Received:	$7,911,537
Revenue Account No.	100-00000-401100 & 210-00000-401100

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Notice of 2024 Aggregate Assessed Valuation
2. Affidavit of Public Hearing as published in the Examiner on September 10, 2024
3. Bill establishing the property tax levy for 2024

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Office of
Mary Jo Spino
Clerk of the County
Legislature

COUNTY LEGISLATURE

JACKSON COUNTY, MISSOURI

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3242

NOTICE OF 2024
AGGREGATE ASSESSED VALUATION
FOR
POLITICAL SUBDIVISIONS
OTHER THAN SCHOOL DISTRICTS

As required by Section 137.245.3 RSMo., I, Mary Jo Spino, County Clerk of Jackson County, State of Missouri, do hereby certify that the following is the aggregate assessed valuation in Jackson County of...

City of Blue Springs

a political subdivision, for the year 2024, as shown on the Jackson County Assessment Rolls, plus Railroad and Utility valuations as reported by the State Tax Commission.

REAL PROPERTY ..... **$ 1,206,500,833**

	County Assessment Rolls		Locally Assessed RR & Utility		Total
Residential	$ 989,371,099	+	N/A	=	$ 989,371,099
Agricultural & Horticultural	$ 161,531	+	N/A	=	$ 161,531
Commercial	$ 216,389,199	+	$ 579,004	=	$ 216,968,203
	$ 1,205,921,829	+	$ 579,004	=	**$1,206,500,833**

NEW CONSTRUCTION

Residential	$ 6,233,780
Ag & Hort	$
Commercial	$ 519,008
TOTAL	$ 6,752,788

Note: The Amount of "New Construction" Value(s) are included above

The Non-Taxable Amount of "Abatement and/or TIF" Value(s) are **not** included above

PERSONAL PROPERTY ..... **$ 191,834,696**

	County Assessment Roll		Locally Assessed RR & Utility		Total
"PP-B" Personal Property – Business	$ 42,490,020	+	$ 589,254	=	$ 43,079,274
"PP-I" Personal Property - Individual	$ 148,755,423	+	N/A	=	$ 148,755,423
	$ 191,245,443	+	$ 589,254	=	$ **191,834,696**

STATE ASSESSED – REAL PROPERTY ..... **$ 18,134,666**

STATE ASSESSED – PERSONAL PROPERTY ..... **$ 2,062,982**

TOTAL CURRENT VALUATION **$ 1,418,533,177**

This information is transmitted to assist you in complying with Section 67.110 RSMo., which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Jackson, at my Office in Kansas City, Missouri, this 29th day of August, 2024.

Mary Jo Spino Clerk
Mary Jo Spino

JACKSON COUNTY MISSOURI

CORRECTED 8/29/2024

ASSESSMENT DEPARTMENT

JACKSON COUNTY, MISSOURI

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3239

NOTICE OF 2024
AGGREGATE ASSESSED VALUATION
OF TAX INCREMENT FINANCED PROPERTY

CITY - BLUE SPRINGS

For the year 2024, as shown on the Jackson County Assessment Rolls.

TIF VALUES	
Residential	$ 2,689,843
Ag & Hort	$
Commercial	$ 24,866,227

TOTAL TIF INCREMENT..... $ 27,556,070

NEW CONSTRUCTION TIF	
Residential	$
Ag & Hort	$
Commercial	$
TOTAL	$

Note: The amount of "New Construction TIF" is included above.

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: fbVRpjn8ujg27sylnzxu
2024 Tax Levy

See Proof on Next Page

AFFIDAVIT OF PUBLICATION: #2611970

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Sherry Groves

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Sep. 10, 2024

Sherry Groves
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $148.76

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

NOTICE OF PUBLIC HEARING

The City Council of the City of Blue Springs, Missouri, will hold a public hearing at a meeting of the City Council on Wednesday, September 18, 2024, at 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith, Blue Springs, Missouri, for the purpose of hearing citizen comments relative to the setting of the property tax rate for the City of Blue Springs for the year 2024, for its fiscal year beginning October 1, 2024, as a result of the current assessed valuation, dated July 2, 2024, from the Clerk of Jackson County.

The setting of the tax rates is governed by Article X, Section 22 of the Constitution of Missouri and Sections 137.073, 137.073.2 and 137.073.4(1), RSMo.

Assessed Valuation (By Categories)	Current Tax Year 2024	Prior Tax Year 2023
Real Estate	1,208,609,348	1,216,803,365
Personal Property	190,179,985	203,811,367
State Assessed Railroad & Utility-Real Estate	18,134,666	18,131,222
State Assessed Railroad & Utility-Personal	2,062,982	2,132,699
TOTAL	1,418,986,981	1,440,878,653

Levy Category	Tax Rate (Per $100) 2024*	Tax Rate (Per $100) 2023
General (City Operating)	.4500	.4259
Bond (General Obligation)	.1500	.1500
TOTAL	.6000	.5759

CITY OF BLUE SPRINGS
CITY COUNCIL
BY ERIN FORD
CITY CLERK

* Subject to revision based upon the receipt of the final assessed valuations established by the Board of Equalization and contingent upon subsequent review and certification of rate computations by the State Auditor's Office.

Published in the Examiner, Sep 10, 2024

2611970

Introduced by Councilmember _____ BILL NO. 5259

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE PROPERTY TAX LEVY FOR 2024

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. That pursuant to the laws of the State of Missouri, relating to the Home Rule Charter cities, there is hereby levied on the assessed valuation of all properties, both real and personal, liable for taxation in the City of Blue Springs, Missouri, as shown by the assessments made by the County Assessor for Jackson County, Missouri, and returned certified by the County Clerk, on the books of said City, the following taxes:

For General Revenue	$0.4362
For General Obligation Bonds	$0.1500
Total Levy per $100.00 Assessed Valuation for 2024	$0.5862

Section 2. The above levy and tax rate is hereby fixed and adopted by the City Council as the rate of **$0.5862.**

Section 3. The rate of taxes levied, specified in Section 1, shall be duly certified and reported to the County Clerk of Jackson County, Missouri, as provided by law.

Section 4 That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Rev. 01/01/2024

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 9, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☐ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Second reading of Bill No. 5254 approving the Fiscal Year 2024-25 Budget. The public hearing was held, and the first reading of the Bill approved at the September 3, 2024 City Council meeting.

BACKGROUND/JUSTIFICATION

The proposed 2024-25 budget of $95,995,532 represents an increase from the adopted 2023-24 budget of $85,746,282 by $10,249,250 or 11.95% primarily due to capital improvements in the Parks Sales Tax Fund and the Sewer Fund.

A budget work session was held with the City Council on Thursday, August 15, 2024, to discuss the proposed budget. A public hearing was held and first reading of Bill No. 5254 was approved by City Council on September 3, 2024.

The attached Budget in Brief summarizes the proposed 2024-25 budget.

Section 7.5 of the City's Home Rule Charter requires the adoption of the annual budget on or before the last day of the fiscal year currently ending. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

Fund	Proposed Budget FY 2024-25
General	$ 33,179,596
Hotel/Motel Tax	$ 380,000
Public Safety Sales Tax	$ 5,444,574
Parks Sales Tax	$ 7,430,194
Debt Service	$ 1,732,648
Capital Projects	$ 5,768,650
TIF Capital Projects	$ 6,905,602
Fieldhouse/Aquatics	$ 2,693,289
Golf Course	$ 2,384,660
Water	$ 13,474,983
Sewer	$ 16,601,337
Total Budget by Fund	$ 95,995,532

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Exhibit 1 as entered into the record at the Public Hearing on September 3, 2024, including the Notice of Public Hearing published in *The Examiner* on August 13, 2024, and Budget in Brief
2. Bill No. 5254 adopting the FY 2024-25 Budget

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christiine Cates***

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
September 3, 2024

EXHIBITS FOR PUBLIC HEARING

FISCAL YEAR 2024-2025 BUDGET

EXHIBIT #1 City Council Information Form dated August 2, 2024 with the following attachments: Budget in Brief; Notice of Public Hearing published in the Examiner on August 13, 2024 and Bill adopting 2024-25 Budget

EF JL

Exhibit 1
CITY COUNCIL
FISCAL YEAR 2024-25 BUDGET
09/03/2024

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 2, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing is being held to receive public comment on the proposed Fiscal Year (FY) 2024-25 Budget. Upon conclusion of the public hearing, a Bill approving the FY 2024-25 Budget will be ready for introduction and first reading.

BACKGROUND/JUSTIFICATION

The proposed 2024-25 budget of $95,995,532 represents an increase from the adopted 2023-24 budget of $85,746,282 by $10,249,250 or 11.95% primarily due to capital improvements in the Parks Sales Tax Fund and the Sewer Fund. A budget work session was held with the City Council on Thursday, August 15, 2024, to discuss the proposed budget.

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Golf Course	$ 2,384,660
Water	$ 13,474,983
Sewer	$ 16,601,337
Total Budget by Fund	$ 95,995,532

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Budget in Brief
2. Notice of Public Hearing published in the Examiner on August 13, 2024
3. Bill adopting 2024-25 Budget

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

BUDGET IN BRIEF

City of Blue Springs, Missouri

October 1, 2024 - September 30, 2025

The Fiscal Year 2024-25 budget for the City of Blue Springs is the fiscal plan for this city for the next year. City Departments have set forth the goals and objectives they want to accomplish, including services and capital improvement projects.

Revenues

- The City of Blue Springs receives revenues from several sources, including property taxes, sales taxes, utility franchise fees, licenses fees, fines, charges for services, grants from other governmental agencies, donations, water sales and sewer services.

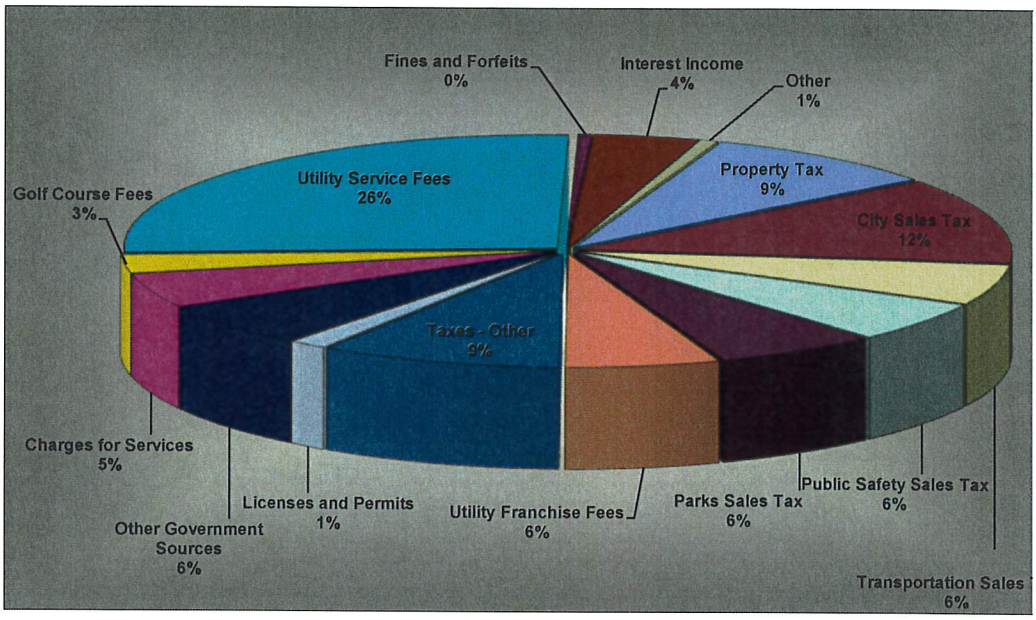
- Some of our largest revenue sources include:
  - $11,453,788 Water Sales
  - $11,370,677 Sewer Service
  - $10,730,435 1% City Sales Tax
  - $7,911,537 Property Taxes
  - $6,936,973 Tax Increment Finance Tax (TIF)
  - $5,446,456 Parks Sales Tax
  - $5,118,411 Utility Franchise Fees
  - $5,456,973 Other Government Sources
  - $5,166,412 Public Safety Sales Tax
  - $5,090,436 Transportation Sales Tax

- Overall revenues are expected to increase in nearly every category next year. General Fund is projected to increase by 5.69% or $1,687,286. Fines and Forfeits are projected to decrease compared to the adopted FY 2023-24 budget due to rising interest rates which negatively impacts building and right of way permits.

- The General Fund balance is required to stay at or above an amount equal to 25 percent of General Fund operating expenditures to provide for a 25 percent Emergency Reserve Fund. In addition, reserves of 25% each year, 50% of the growth in unassigned fund balance will be allocated to the Pavement Management Program each year. The 2024-25 budget projects an Emergency and Budget Stabilization Fund amount of $8,033,149 and anticipates fund balance will exceed this amount.

Where the Money Comes From

Revenue by Source



Fiscal Year 2024-25

Property Tax	$	7,911,537
City Sales Tax	$	10,730,435
Transportation Sales Tax	$	5,090,436
Public Safety Sales Tax	$	5,166,412
Parks Sales Tax	$	5,446,456
Utility Franchise Fees	$	5,118,411
Taxes - Other	$	7,969,793
Licenses and Permits	$	1,262,100
Other Government Sources	$	5,456,973
Charges for Services	$	4,270,546
Golf Course Fees	$	2,317,792
Utility Service Fees	$	23,285,182
Fines and Forfeits	$	429,914
Interest Income	$	3,505,072
Other	$	605,620
Use of Cash Reserves	$	7,428,854
Total	**$**	**95,995,532**

Expenditures

Expenditures for the City of Blue Springs in the Fiscal Year 2024-25 will total $95,995,532.

- The Expenditures include funding for:
  - personal services costs (salaries and benefits)
  - supplies and materials
  - contracted services
  - debt service payments (principal and interest)
  - capital outlay for equipment, vehicles, and computer enhancements, and
  - capital improvement projects

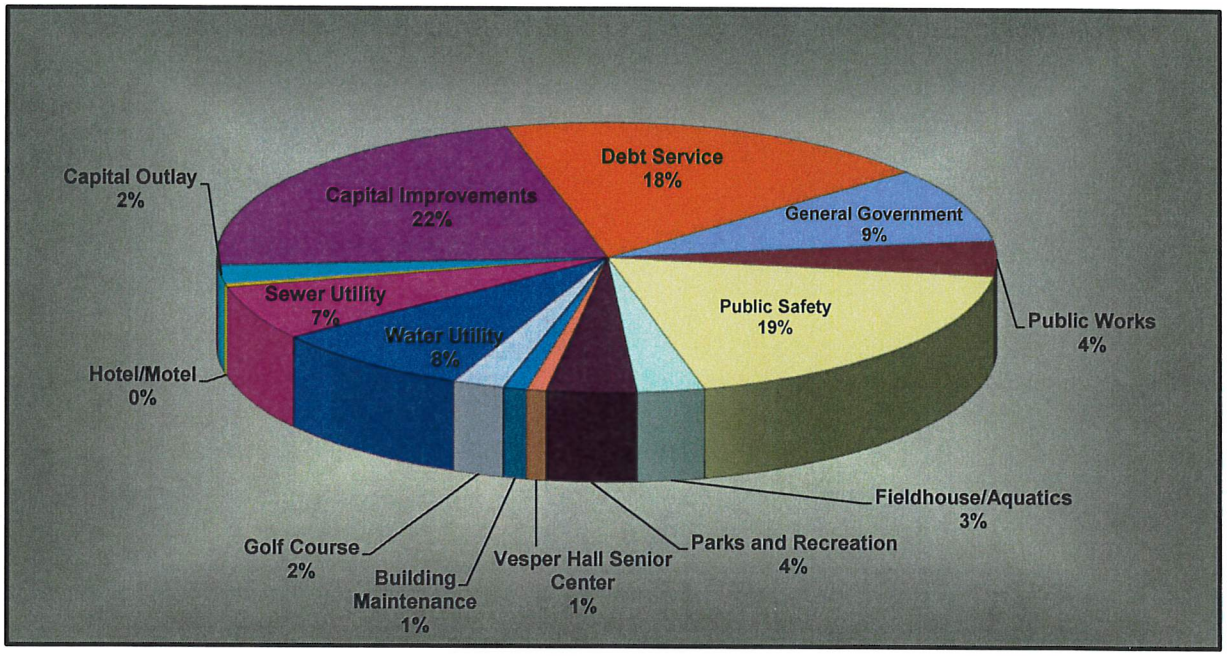
- The City has 339.13 Full-time Positions (including all full-time and part-time employees). The FTEs have increased by 3 positions compared to the 2023-24 adopted budget. The City Attorney position has been reclassified from a full-time position to a professional services agreement and four animal control officers have been added. Throughout the year, several positions were renamed based upon experience, job responsibilities and evolving organizational needs, without increasing the total number of employees. Those job titles include Senior Director, Assistant to the City Administrator, Assistant Director of Finance, Assistant Court Administrator, Senior Deputy Court Clerk, and Senior Administrative Assistant.

- Capital Improvement expenditures focus on the following priority areas:
  - Sanitary Sewer and Water System Maintenance
  - Parks Deferred Maintenance
  - Pavement Maintenance Program

- Other major expenditure line items include Wholesale Water Purchases, Purchased Sewer Services, Facility Utilities, Street Light Utilities, Park Maintenance Supplies, Training, Fuel, Patrol Car Replacement, Street Maintenance Materials and Prisoner Expenses.

Where the Money Goes

Expenditures by Function



Fiscal Year 2024-25

General Government	$	8,591,957
Public Works	$	4,062,398
Public Safety	$	18,167,513
Fieldhouse/Aquatics	$	2,693,289
Parks and Recreation	$	3,582,054
Vesper Hall Senior Center	$	764,914
Building Maintenance	$	963,248
Golf Course	$	2,043,410
Water Utility	$	8,004,126
Sewer Utility	$	6,253,455
Hotel/Motel	$	380,000
Capital Outlay	$	2,138,700
Capital Improvements	$	20,953,380
Debt Service	$	17,397,089
Total	**$**	**95,995,532**

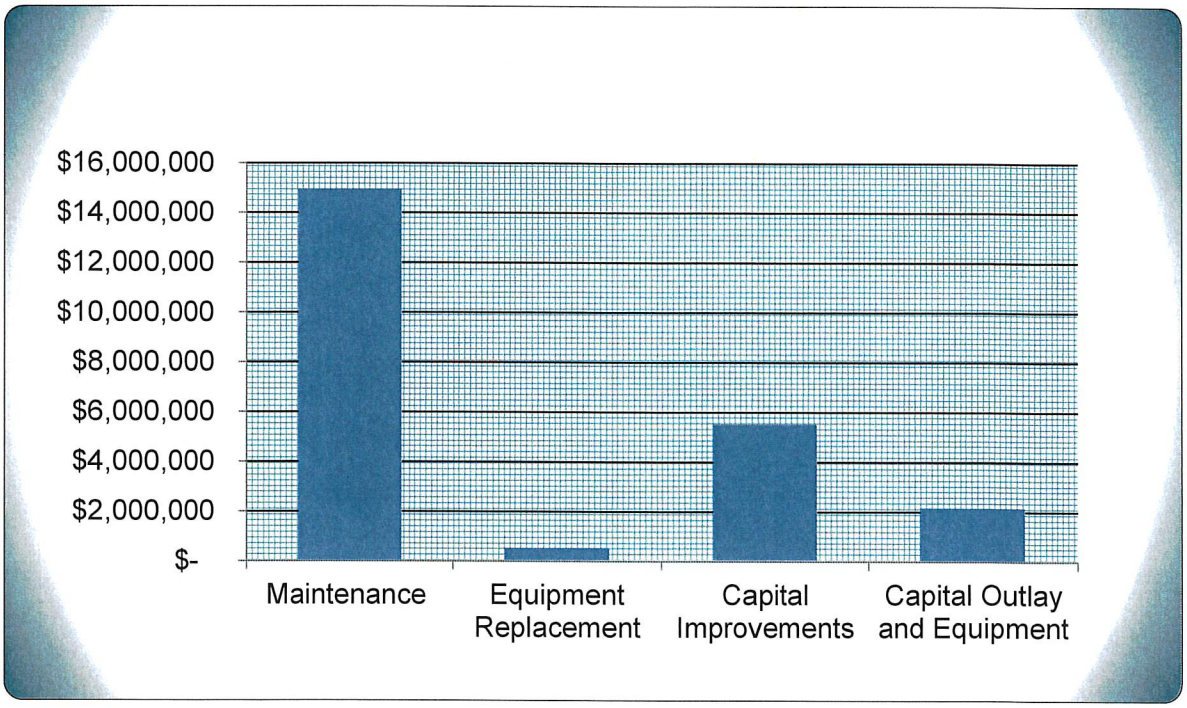
Capital Improvements

Total Expenditures: $23,092,080

Maintenance		**$**	**14,946,007**
PR-15	Burris Old Mill Park Renovation	$	175,000
PR-18	Adams Pointe Golf Club Improvements	$	3,675,000
PR-80	Trail Renovations	$	420,000
PR-81	Pink Hill Park Maintenance Building Improvements	$	750,000
PS-16	Communications Quality Control System	$	85,000
SAN-07	Citywide Maintenance	$	1,050,000
SNI-01	Sludge Removal	$	4,000,000
ST-06	Pavement Maintenance Program	$	2,625,000
ST-43	7 Highway Sidewalk Infill	$	850,000
ST-44	Concrete Repair and Maintenance	$	233,650
STM-06	Stormwater Maintenance	$	105,000
WA-12	Miscellaneous Watermain Maintenance	$	750,000
WA-14	Water Tank Maintenance Contract	$	227,357
Equipment Replacement		**$**	**516,373**
ST-24	Snow Plow / Dump Truck	$	220,000
ST-26	1.5 Ton Dump/Snow Truck	$	110,000
SAN -17	12,000 lb. Hydraulic Excavator	$	78,373
WA-04	18,000 lb. class Hydraulic Excavator	$	108,000
Capital Improvements		**$**	**5,491,000**
BF-19	Public Utilities Building -Phase II	$	3,266,000
PR-49	Parks and Open Space comprehensive Plan-Update	$	200,000
ST-52	AA Highway Improvement	$	1,625,000
SAN-19	Sewer Infrastructure Deployment	$	200,000
WA-17	Water Infrastructure Deployment	$	200,000
Capital Outlay and Equipment		**$**	**2,138,700**
Codes		$	49,999
Information Technology		$	71,000
Parks Maintenance		$	397,942
Parks Vesper Hall Senior Center		$	3,000
Police Community Services Bureau		$	63,000
Police Investigative Services Bureau		$	70,000
Police Operations Bureau		$	324,836
Public Safety Sales Tax Information Technology		$	7,500
Public Safety Sales Tax Administration		$	199,500
Public Safety Sales Tax Investigative Services Bureau		$	52,000
Public Safety Sales Tax Operations Bureau		$	341,000
Sewer Operations		$	212,600
Street Maintenance		$	67,223
Water Operations		$	187,600
Water Maintenance		$	91,500

Capital Improvements

Type of Improvement

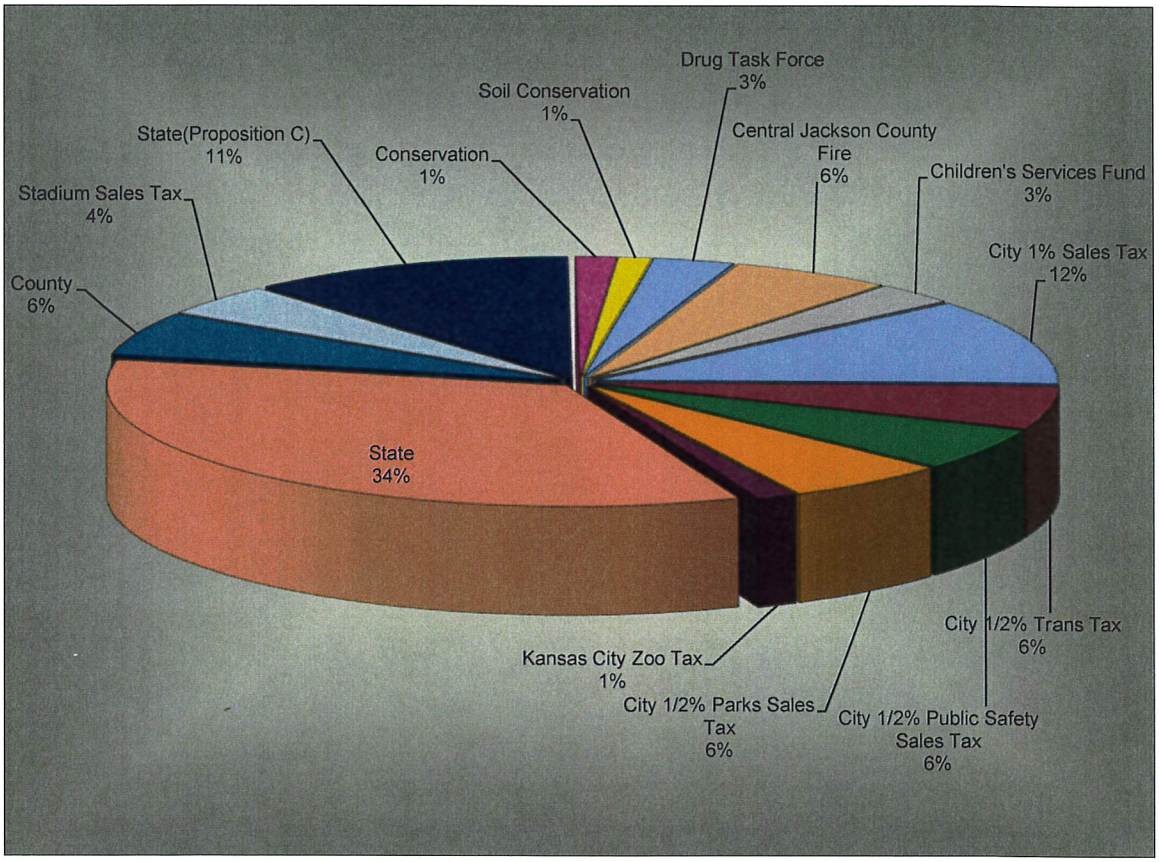


Fiscal Year 2024-25

Maintenance	$	14,946,007
Equipment Replacement	$	516,373
Capital Improvements	$	5,491,000
Capital Outlay and Equipment	$	2,138,700
Total	**$**	**23,092,080**

Where Your Tax Dollars Go

Sales Tax Revenue Distribution



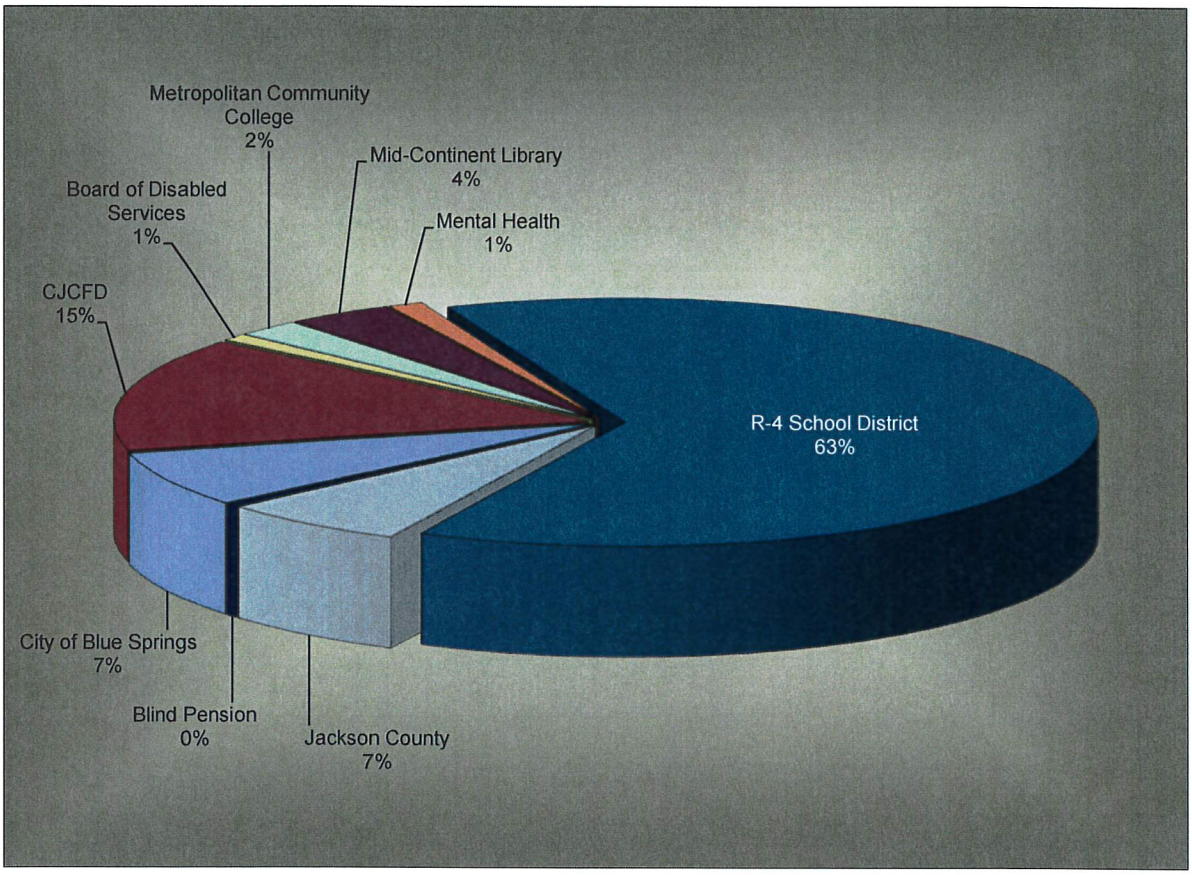
The 2024 City sales tax rate is 8.725 % of gross sales. The City's portion of the 8.725 % is 1 percent. This is the largest general government revenue source for the City, and is used to finance general government and capital improvements. In addition, there is a .5 percent Transportation Sales Tax, which is used solely to finance transportation improvements, such as streets, a .5 percent Public Safety Sales Tax, which is used solely to finance Public Safety operations and a .5 percent Park Sales Tax, which is used solely to finance park improvements.

Summary of Available Net Assets

Fund	Total Estimated Available Net Assets 10/01/24	Projected Revenues	Budgeted Expenditures	Operating Transfer In(Out)	Total Estimated Available Net Assets 9/30/25
General Fund	$ 19,282,301	$ 31,324,848	$ 33,179,596	$ 1,854,747	$ 19,282,300
G.O. Bond Debt Service	$ 3,148,801	$ 2,183,605	$ 1,732,648	$ -	$ 3,599,759
Capital Projects	$ 4,750,216	$ 5,203,936	$ 5,768,650	$ 453,354	$ 4,638,856
TIF Capital Projects	$ 7,051,645	$ 6,936,973	$ 6,905,602	$ (30,129)	$ 7,052,889
Fieldhouse/Aquatics	$ (2,700,971)	$ 2,718,221	$ 2,693,289	$ 175,846	$ (2,500,193)
Park Sales Tax	$ 18,756,248	$ 6,012,322	$ 7,430,194	$ -	$ 17,338,376
Golf Course	$ 587,861	$ 2,334,660	$ 2,384,660	$ 50,000	$ 587,860
Water Utility	$ 17,672,675	$ 12,335,571	$ 13,474,983	$ (829,833)	$ 15,703,429
Sewer Utility	$ 20,613,836	$ 13,270,525	$ 16,601,337	$ (1,477,313)	$ 15,805,711
Hotel/Motel Tax	$ 1,688,767	$ 779,051	$ 380,000	$ (196,672)	$ 1,891,147
Public Safety Sales Tax	$ 7,350,461	$ 5,466,967	$ 5,444,574	$ -	$ 7,372,853
Totals	**$ 98,201,839**	**$ 88,566,678**	**$ 95,995,532**	**$ -**	**$ 90,772,988**

Where Your Tax Dollars Go

Property Tax Revenue Distribution



The 2024 property tax rate is $8.0017 per $100 assessed valuation. The City's portion of the $8.0017 is $0.5759. Of the $0.5759, $0.4259 goes to the General Fund for general government purposes and $.15 pays debt service on general obligation bonds in the General Obligation Bond Debt Service Fund.

City of Blue Springs
Budget Summary Fiscal Year 2024-25

Revenues

By Source:		
Property Tax	$	7,911,537
City Sales Tax	$	10,730,435
Transportation Sales Tax	$	5,090,436
Public Safety Sales Tax	$	5,166,412
Park Sales Tax	$	5,446,456
Utility Franchise Fees	$	5,118,411
Taxes - Other	$	7,969,793
Licenses and Permits	$	1,262,100
Other Government Sources	$	5,456,973
Charges for Services	$	4,270,546
Utility Service Fees	$	23,285,182
Golf Course Fees	$	2,317,792
Fines and Forfeits	$	429,914
Interest Income	$	3,505,072
Other	$	605,620
Use of Cash Reserves	$	7,428,854
Total Projected Revenues	**$**	**95,995,532**

Tax Rates (As of November 1, 2023)		
Property Tax per $100 assessed valuation:		
City of Blue Springs	$	0.5759
Central Jackson County Fire	$	1.1847
Board of Disabled Services	$	0.0716
Metropolitan Community College	$	0.1780
Mid-Continent Library	$	0.2911
Mental Health	$	0.0953
R-4 School District	$	5.0635
Jackson County	$	0.5116
Blind Pension	$	0.0300
Total	**$**	**8.0017**

Sales Taxes per $1.00 in sales:		
City 1% Sales Tax	$	0.01000
City 1/2% Transportation Sales Tax	$	0.00500
City 1/2% Public Safety Sales Tax	$	0.00500
City 1/2% Parks Sale Tax	$	0.00500
Kansas City Zoo Tax	$	0.00125
State	$	0.03000
County	$	0.00500
Central Jackson County Fire	$	0.00500
Stadium Sales Tax	$	0.00375
State (Proposition C)	$	0.01000
Conservation	$	0.00125
Soil Conservation	$	0.00100
Drug Task Force	$	0.00250
Children's Services Fund	$	0.00250
Total	**$**	**0.08725**

Expenditures

Expenditures by Function		
General Government	$	8,591,957
Public Works	$	4,062,398
Public Safety	$	18,167,513
Fieldhouse/Aquatics	$	2,693,289
Parks and Recreation	$	3,582,054
Vesper Hall Senior Center	$	764,914
Building Maintenance	$	963,248
Golf Course	$	2,043,410
Water Utility	$	8,004,126
Sewer Utility	$	6,253,455
Hotel / Motel	$	380,000
Total	**$**	**55,506,364**

Operating Expenditures by Category		
Personal Services	$	29,117,037
Supplies and Materials	$	3,491,670
Contracted Services	$	22,897,657
Total	**$**	**55,506,364**

Capital Improvement Expenditures		
Parks	$	5,220,000
Public Safety	$	85,000
Streets	$	5,768,650
Sanitary Sewer	$	3,287,973
Sni-A-Bar	$	4,000,000
Water System	$	2,591,757
Capital Outlay	$	2,138,700
Total	**$**	**23,092,080**

Debt Service Expenditures		
General Obligation Debt	$	1,732,648
Park Sales Tax Debt	$	2,210,194
Golf Course Debt	$	341,250
Public Safety Sales Tax Debt	$	1,372,313
TIF Capital Projects	$	6,293,376
Grain Valley / Tri-County	$	2,600,000
Sewer	$	2,847,309
Total	**$**	**17,397,089**

Total Budgeted Expenditures	**$**	**95,995,532**

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: Xu9ZTQOcpgjVAJMAOY8
FY 2024-25 Annual Budget

AFFIDAVIT OF PUBLICATION: #2556090

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Sherry Groves

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Aug. 13, 2024

Sherry Groves

Authorized Agent

Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $51.74

NOTICE OF PUBLIC HEARING

The City Council of the City of Blue Springs, Missouri, will hold a public hearing Tuesday, September 3, 2024, at 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, to receive citizens' comments relative to the City's proposed 2024-2025 fiscal year budget.

The Budget Message and proposed 2024-2025 fiscal year budget are available for inspection on the City's website at www.bluespringsgov.com . Anyone desiring further information is invited to contact the City Administrator Monday through Friday, 8:00 a.m. to 5:00 p.m. Phone number 228-0111.

CITY COUNCIL
CITY OF BLUE SPRINGS
BY ERIN FORD, CITY CLERK

Published in the Examiner, Aug 13, 2024

2556090

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

Introduced by Councilmember Culpepper BILL NO. 5254

ORDINANCE NO. _____

AN ORDINANCE APPROVING, ADOPTING AND APPROPRIATING THE ANNUAL OPERATING AND CAPITAL BUDGETS OF THE CITY OF BLUE SPRINGS, MISSOURI, FOR THE FISCAL YEAR OCTOBER 1, 2024 – SEPTEMBER 30, 2025

WHEREAS, in accordance with Section 7.2 of the City Charter, the City Council does hereby adopt the Budget for the 2024-25 Fiscal Year, including proposed income, proposed operating expenditures, and proposed capital expenditures; and

WHEREAS, total proposed expenditures shall not exceed the total of estimated income plus any surplus anticipated to be on hand at the end of the 2023-24 fiscal year; and

WHEREAS, the City Council has held a Public Hearing for public comment and input on September 3, 2024, for the October 1, 2024 - September 30, 2025 Proposed Annual Budget as required by Section 7.5 of the City Charter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The Annual Budget of $95,995,532 including organizational salary schedule, operating and expenses accounts for staff, boards and commissions, and the City Council, debt service fund accounts, special revenues funds, enterprise funds, capital projects funds and a Capital Improvements Program (CIP) of the City of Blue Springs, Missouri, for the fiscal year commencing October 1, 2024, and ending September 30, 2025, as submitted by the City Administrator and incorporated herein by reference, as if fully set out in this Ordinance, is hereby approved.

Fund	Appropriation Amount	
General	$	33,179,596
Hotel/Motel Tax	$	380,000
Public Safety Sales Tax	$	5,444,574
Parks Sales Tax	$	7,430,194
Debt Service	$	1,732,648
Capital Projects	$	5,768,650
TIF Capital Projects	$	6,905,602
Fieldhouse/Aquatics	$	2,693,289
Golf Course	$	2,384,660
Water	$	13,474,983
Sewer	$	16,601,337
Total Budget by Fund	**$**	**95,995,532**

Section 2. The City Administrator is hereby authorized to expend the funds as set forth in said Budget.

Section 3. That this Ordinance shall be in full force and effect from and after October 1, 2024.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: September 3, 2024
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 26, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: Community Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill approving three Annexation Agreements with the fee simple owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, of property generally located north and south of 40 Highway and east of the Adams Pointe Golf Club, and second reading of Bill No. 5253 approving the annexation of the real property described above (71.62 +/- acres) into the City limits (Ashlar Homes) (ANNX-07-24-9240). The public hearing and first reading were on September 3, 2024.

BACKGROUND/JUSTIFICATION

The Applicant, Ashlar Homes, is petitioning on behalf of the property owners to annex the 71.62 +/- acres of land into the City limits. A Pre-Application Meeting was held on May 20, 2024, to discuss future development opportunities on the unincorporated properties. Annexation into the City prior to development is required to utilize the public utilities in the area. Today the site north of 40 Highway is undeveloped and consists of natural open and heavily wooded areas with a creek running across the property from north to south on the site's eastside. South of 40 Highway the property is undeveloped, heavily wooded, and nearly half of which is occupied by a floodway.

Without annexation into the City, development is possible on the property in accordance with Jackson County requirements. The public hearing and first reading of the Bill annexing the property occurred at the September 3, 2024, City Council meeting.

The City and owners of the land, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, desire to enter into an Annexation Agreement for the property generally located north and south of 40 Highway and east of the Adams Pointe Golf Club.

The property owners of the unincorporated land desire to annex the subject property into the City limits. The property contains 71.62 +/- acres and is undeveloped.

This is also the second reading of Bill No. 5253 for the proposed annexation. The City Council unanimously approved the first reading on September 3, 2024.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 19, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Annexation Agreements and Annexation.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Exhibit 1 as entered into the record during the public hearing at the September 3, 2024, City Council meeting which includes City Council Information Form with attachments, Site Location Maps, Form of Petition for Voluntary Annexation and signatures of property owner with attachments, Affidavit of Publication in The Examiner on April 27, 2024.
2. Bill with Annexation Agreements attached as Exhibit A.
3. Bill 5253 approving Annexation.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
September 3, 2024

EXHIBITS FOR PUBLIC HEARING

ASHLAR HOMES ANNEXATION
(ANNX-07-24-9240)

EXHIBIT #1 City Council Information Form dated August 20, 2024 with the following attachments: Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on August 17, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners and revised letter sent to said property owners and Bill approving Annexation.

EF JH

Exhibit 1
CITY COUNCIL
ASHLAR HOMES ANNEX
(ANNX-07-24-9240)
09/03/2024

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 20, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing is being held at the request of the Applicant, Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, for consideration to approve an Annexation of property of approximately 71.62 +/- acres located north and south of 40 Highway and east of the Adams Pointe Golf Club into the City limits (ANNX-07-24-9240). Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for introduction and the first reading.

BACKGROUND/JUSTIFICATION

The applicant is petitioning to annex the 71.62 +/- acres of property into Blue Springs city limits. A Pre-Application Meeting was held on May 20, 2024, to discuss annexation and future development possibilities on the unincorporated property. Annexation into the City prior to development is required to utilize public utilities in the area. Today, the site north of 40 Highway is undeveloped and consists of natural open and heavily wooded areas with a creek running across the property from north to south on the site's east side. South of 40 Highway, the property is undeveloped, heavily wooded, and nearly half of which is occupied by a floodway.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 18, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of Annexation.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on August 17, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners and revised letter sent to said property owners.
2. Bill approving Annexation.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

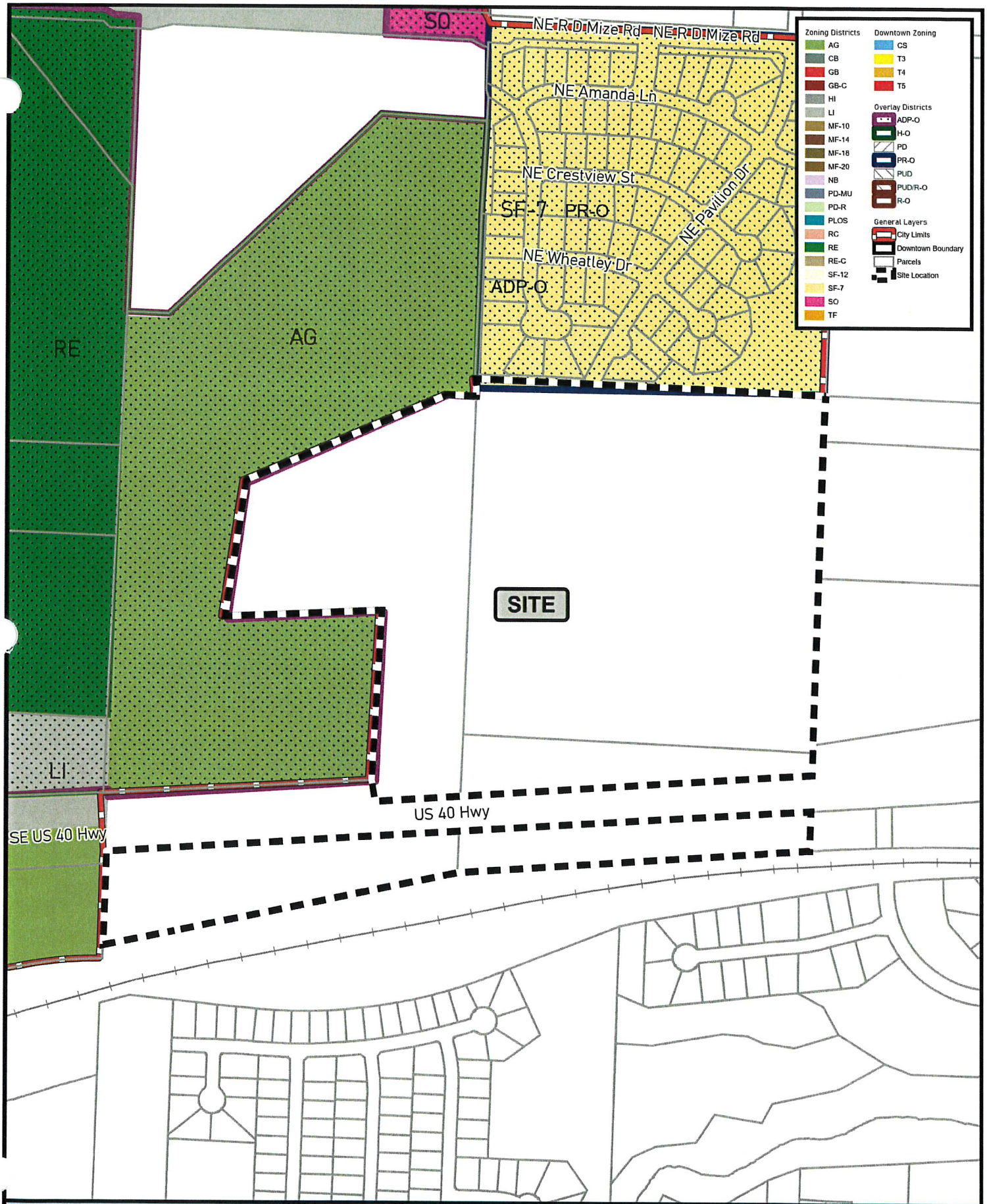


The City of Blue Springs Missouri

ANNX-07-24-9240
PARCEL # 36-710-01-03-00-0-00-000 | 36-720-02-03-01-0-00-000 |
36-740-01-01-00-0-00-000 | 36-730-02-01-00-0-00-000 |
36-740-02-02-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 618 feet
Date: 8/2/2024



The City of Blue Springs Missouri

ANNX-07-24-9240
PARCEL # 36-710-01-03-00-0-00-000 | 36-720-02-03-01-0-00-000 | 36-740-01-01-00-0-00-000 | 36-730-02-01-00-0-00-000 | 36-740-02-02-00-0-00-000
SITE LOCATION MAP

N

1 inch = 450 feet

Date: 8/2/2024

The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*
CASE #:
PC MEETING:
CC MEETING:
BOA MEETING:
NEWSPAPER:
NOTICE LETTERS:
PLANNER:

PETITION OF VOLUNTARY ANNEXATION TO THE CITY OF BLUE SPRINGS, MISSOURI

PRINT AND SUBMIT ONCE FILLED OUT – DO NOT E-MAIL TO STAFF

I/We, the undersigned Judy D. Smith Revocable Living Trust 12-23-1996 & Bellington Larry D Estate and Bruce M. Bellington Trust dated 9/30/2003 hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

1. That I/We are the owners of record of the real estate in Jackson County, Missouri described as follows, to wit: (Please attach the following information)

   - ☐ Legal Survey Annexation Map drawing of the property. No. Acres _____
   - ☐ Legal Description to be provided in electronic format, preferably Microsoft Word
   - ☐ ParcelNo. 36-710-01-03-00-0-00-000 and 36-720-02-03-01-0-00-000 are within the Tract 1 Description. 36-740-02-02-00-0-00-000 and 36-730-02-01-00-0-00-000 are within the Tract 2 Description. 36-740-01-01-00-0-00-000 is within the Tract 3 Description. Sec.Twp.Rng. 33-49-30
   - ☐ Proof of Ownership of property described
   - ☐ Clearly and accurately describe any existing land uses and structures (e.g. residences, billboards, etc.)

2. That I/We agree to post one or more Public Hearing signs, provided by the City.

3. That I/We acknowledge the City will send notification to property owners within 185 ft. of my property. The City will also legally publish notice of the hearing. The cost which I/We are responsible for reimbursing.

4. That the said real estate is not now a part of any incorporated municipality.

5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.

6. That I/We have attached herewith a list of all contiguous holdings in which I/We have ownership interest.

Received
07/30/2024

7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this 24th day of July, 2024

/s/ JoLynne Bellington — JoLynne Bellington as Executor of the Bellington Larry D Estate
Property Owner (s) (Affiant (s)) — Please print name (s)

1101 W Main (Box 402) — Odessa, MO 64076
Address — City/State/Zip

816-230-3322 — ____ - ____
Phone No. — Fax No. — E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF ~~JACKSON~~ Lafayette

On this 24th day of July, 2024 before me personally appeared JoLynne Bellington as Executor of the Bellington Larry D Estate, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Odessa, Missouri the day and year first above written.

R. RACHELLE CLEMENS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
LAFAYETTE COUNTY
COMMISSION #12307876

(Seal)

/s/ R. Rachelle Clemens
Notary Public
My Official Term Expires: 2-27-2028

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this _____ day of _____, 20__, before me personally appeared _____, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____ subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me

Received
07/30/2024

that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief..

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public
My Official Term Expires:

(Seal)

Received
07/30/2024

7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this 24 day of July, 20 24

/s/ Judy D. Smith — as Trustee of the Judy D Smith Revocable Living Trust 12-23-1996

Property Owner(s) (Affiant (s)) — Please print name (s)

1565 Championship Blvd — Franklin, TN 37064

Address — City/State/Zip

Phone No. — Fax No. — E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF ~~MISSOURI~~ Tennessee)

) SS

COUNTY OF ~~JACKSON~~ Williamson

On this 24th day of July, 2024, before me personally appeared as Trustee of the Judy D Smith Revocable Living Trust 12-23-1996, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Franklin, ~~Missouri~~ TN the day and year first above written.

NIKKI BROWN STATE OF TENNESSEE NOTARY PUBLIC (Seal) WILLIAMSON COUNTY MY COMMISSION EXPIRES APRIL 11, 2026

/s/ Nikki Brown

Notary Public

My Official Term Expires: April 11, 2026

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)

) SS

COUNTY OF JACKSON

On this _____ day of _____, 20__, before me personally appeared _____, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____ subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me

Received
07/30/2024

that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief..

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public
My Official Term Expires:

(Seal)

Received
07/30/2024

7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this 24th day of July, 20 24

/s/ [signature] (as Trustee of the Judy D Smith Revocable Living Trust 12-23-1996)

Property Owner (s) (Affiant (s)) — Please print name (s) Bruce Bellington

~~1565 Championship Blvd~~ 26529 State Hwy Y — ~~Franklin, TN 37064~~ Novinger Mo. 63559

Address — City/State/Zip

816-956-1507 — Phone No. — Fax No. — E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF ~~JACKSON~~ Adair

On this 24th day of July, 20 24, before me personally appeared Bruce M. Bellington ~~as Trustee of the Judy D Smith Revocable Living Trust 12-23-1996~~, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kirksville, Missouri the day and year first above written.

(Seal)

NANCY MUNDAHL
Notary Public - Notary Seal
STATE OF MISSOURI
Adair County
My Commission Expires: October 15, 2026
Commission #14393676

/s/ Nancy Mundahl
Notary Public
My Official Term Expires:

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this _____ day of _____, 20__, before me personally appeared _____, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____ subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me

that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief..

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public

(Seal)

My Official Term Expires:

Description as provided in First American Title Insurance Company Commitment No. 1657407.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49

Received
07/26/2024

North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58

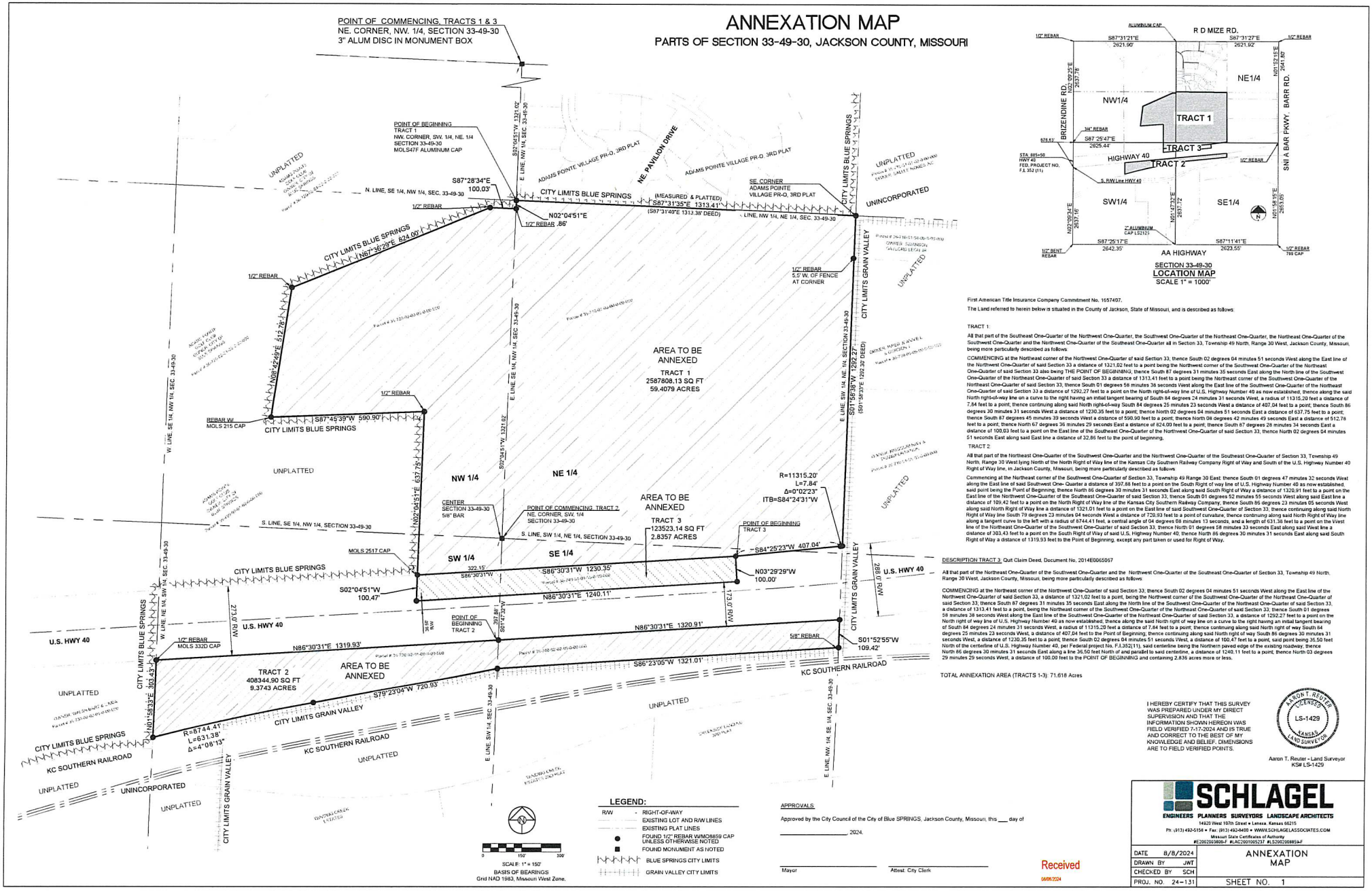
Received
07/26/2024

minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

Received
07/26/2024

ANNEXATION MAP

PARTS OF SECTION 33-49-30, JACKSON COUNTY, MISSOURI



SECTION 33-49-30
LOCATION MAP
SCALE 1" = 1000'

First American Title Insurance Company Commitment No. 1657497.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows.

TRACT 1:

All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 35 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.41 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 38 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.27 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East; thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.86 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established said point being the Point of Beginning, thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: Quit Claim Deed, Document No. 2014E0065057

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 35 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.41 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 38 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.27 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

TOTAL ANNEXATION AREA (TRACTS 1-3): 71.618 Acres

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION SHOWN HEREON WAS FIELD VERIFIED 7-17-2024 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. DIMENSIONS ARE TO FIELD VERIFIED POINTS.

AARON T. REUTER LICENSED LS-1429 KANSAS LAND SURVEYOR

Aaron T. Reuter - Land Surveyor
KS# LS-1429

LEGEND:

- R/W - RIGHT-OF-WAY
- EXISTING LOT AND R/W LINES
- EXISTING PLAT LINES
- FOUND 1/2" REBAR WMO8659 CAP UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- BLUE SPRINGS CITY LIMITS
- GRAIN VALLEY CITY LIMITS

APPROVALS

Approved by the City Council of the City of Blue SPRINGS, Jackson County, Missouri, this ___ day of _____ 2024.

_____ Mayor

_____ Attest: City Clerk

Received
08/08/2024

SCHLAGEL

ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS

14920 West 107th Street • Lenexa, Kansas 66215
Ph: (913) 492-5158 • Fax: (913) 492-8400 • WWW.SCHLAGELASSOCIATES.COM
Missouri State Certificates of Authority
#E2002003408-F #LA2760105237 #L5290200859-F

DATE 8/8/2024	ANNEXATION MAP
DRAWN BY JWT	
CHECKED BY SCH	
PROJ. NO. 24-131	SHEET NO. 1

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: srvux9ze9mPqWB1irEeE
ASHLAR HOMES ANNX

AFFIDAVIT OF PUBLICATION: #2586860

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Sherry Groves

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Aug. 17, 2024

Sherry Groves
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $473.78

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

ANNEXATION I ANNX-07-24-9240
"Ashlar Homes Annex"
Parcel #: 36-710-01-03-00-0-00-000; 36-720-02-03-01-0-00-000; 36-740-02-02-00-0-00-000; 36-730-02-01-00-0-00-000; and 36-740-01-01-00-0-00-000

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Tuesday, September 3, 2024**, at 6:00 p.m. in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO.

The purpose of this meeting is to hear interested parties and citizens on a request by the applicant, Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, to annex approximately 71.62 +/-acres of property that consists of undeveloped land located north and south of 40 Highway and east of the Adams Point Golf Club into the corporate boundary of the City of Blue Springs. Interested parties may view the application materials on file by submitting a request via email to ComDev-Legal@bluespringsgov.com or calling (816) 228-0207 for more information. The site is legally described as follows:

TRACT 1:
All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:
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POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 06 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.66 feet to the point of beginning.

TRACT 2:
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TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

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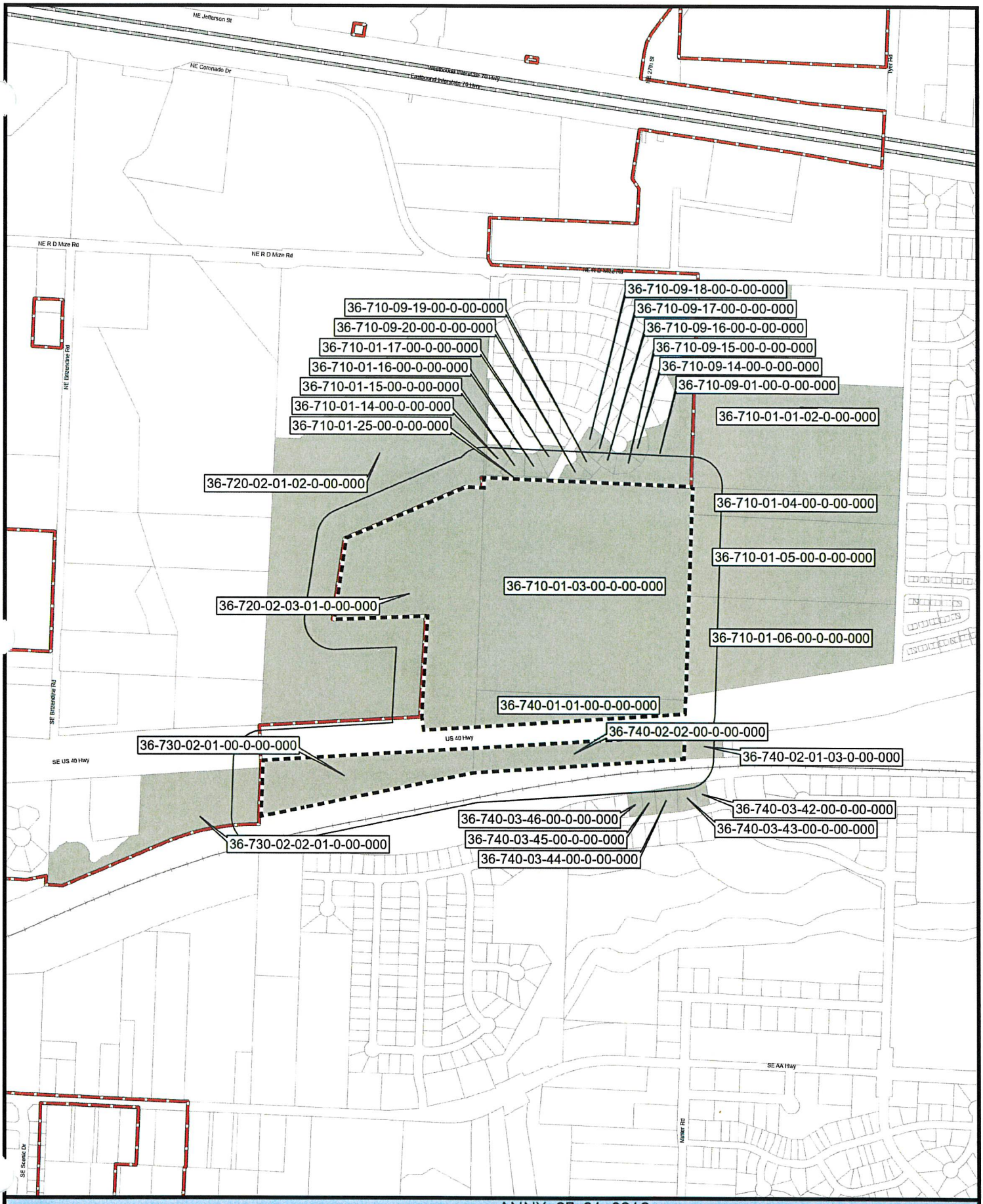
CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, August 17, 2024
E-MAIL TO THE EXAMINER : legals@examiner.net

08/14/24

Published in the Examiner, Aug 17, 2024

2586860



The City of Blue Springs Missouri

ANNX-07-24-9240
PARCEL # 36-710-01-03-00-0-00-000 | 36-720-02-03-01-0-00-000 | 36-740-01-01-00-0-00-000 | 36-730-02-01-00-0-00-000 | 36-740-02-02-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 750 feet
Date: 8/5/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
36-710-01-01-02-0-00-000	5214 BARR RD	UNINCORPORATED	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-720-02-01-02-0-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64029	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
36-710-01-04-00-0-00-000	5302 NW BARR RD	GRAIN VALLEY	MO	64029	SWANSON GAYLORD LEON JR	5302 BARR RD GRAIN VALLEY, MO 64029
36-710-01-06-00-0-00-000	5400 NW BARR RD	GRAIN VALLEY	MO	64029	MISSOURI HWY & TRANSPORTATION	600 NE COLBERN RD LEES SUMMIT, MO 64086
36-740-03-44-00-0-00-000	1410 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-740-02-01-03-0-00-000	PUBLIC OWNED	GRAIN VALLEY	MO	64029	GRAIN VALLEY AIRPORT CORP	PO BOX 255 GRAIN VALLEY, MO 64029
36-740-02-02-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-720-02-03-01-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-740-01-01-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-740-03-45-00-0-00-000	1414 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-740-03-42-00-0-00-000	1402 NW WILLOW DR	GRAIN VALLEY	MO	64029	JEFFREY W HANDY & SHERRI L HANDY	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-740-03-43-00-0-00-000	1406 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-710-01-15-00-0-00-000	401 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	MCPHERON CLAYTON JR & SMITH COURTNEY & DONALDSON BRENT M	401 GREENVIEW GRAIN VALLEY, MO 64029
36-710-01-16-00-0-00-000	400 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	BISHOP PATRICK G & NATION DIANE S	400 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-730-02-01-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	BRUCE M BELLINGTON TRUST DATED 09-30-2003	200 NW LINDSEY LN GRAIN VALLEY, MO 64029
36-740-03-46-00-0-00-000	1418 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	PO BOX 459 BLUE SPRINGS, MO 64013
36-710-01-17-00-0-00-000	404 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	SINGH JASWANT & KAUR BALVIR	404 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-710-01-05-00-0-00-000	5350 NW BARR RD	GRAIN VALLEY	MO	64029	PIPER JEANNIE L & GORDON T	5350 NW BARR RD GRAIN VALLEY, MO 64029
36-730-02-02-01-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014	WALSH BART & LINDA	3009 S OWENS SCHOOL RD INDEPENDENCE, MO 64057
36-710-01-25-00-0-00-000	403 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	ADAM'S POINTE VILLAGE HOME OWNERS ASSOCIATION INC	1951 NE RICE RD LEES SUMMIT, MO 64064
36-710-01-14-00-0-00-000	405 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	JOHNSON SCOTT T & MELISSA D	405 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-710-09-20-00-0-00-000	400 NE PAVILION DR	BLUE SPRINGS	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-09-19-00-0-00-000	404 NE PAVILION DR	BLUE SPRINGS	MO	64029	SKOTS SERGEY	404 NE PAVILION DR BLUE SPRINGS, MO 64029
36-710-09-18-00-0-00-000	2700 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-09-17-00-0-00-000	2704 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-09-16-00-0-00-000	2708 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	MCBEE KRISTI	1924 NE KATALINA AVE LEES SUMMIT, MO 64064
36-710-09-15-00-0-00-000	2712 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	BROWN BRIAN K	2712 NE WHEATLEY DR GRAIN VALLEY, MO 64029
36-710-09-14-00-0-00-000	2713 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	LANCASTER NICOLE	2713 NE WHEATLEY DR BLUE SPRINGS, MO 64029
36-710-09-01-00-0-00-000	2708 NE AMANDA LN	BLUE SPRINGS	MO	64029	ADAMS POINTE VILLAGE HOME OWNERS ASSOCIATION INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-01-03-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076

Blue Springs, Missouri
Community Development

August 16, 2024

Ref: Public Hearing: ANNEXATION | ANNX-07-24-9240
"Ashlar Homes Annex"
Parcel #: 36-710-01-03-00-0-00-000; 36-720-02-03-01-0-00-000; 36-740-02-02-00-0-00-000; 36-730-02-01-00-0-00-000; and 36-740-01-01-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003 to annex approximately 71.62 +/-acres of property that consists of undeveloped land located north and south of 40 Highway and east of the Adams Point Golf Club into the corporate boundary of the City of Blue Springs.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question. A general site location map is enclosed for your information.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

1st Reading – City Council – Tuesday, September 3, 2024 @ 6:00 p.m.
2nd Reading – City Council – Monday, September 18, 2024 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Dave McCumber
Development Review Manager

Blue Springs, Missouri
Community Development

August 23, 2024

Ref: Public Hearing: ANNEXATION | ANNX-07-24-9240
"Ashlar Homes Annex"
Parcel #: 36-710-01-03-00-0-00-000; 36-720-02-03-01-0-00-000; 36-740-02-02-00-0-00-000; 36-730-02-01-00-0-00-000; and 36-740-01-01-00-0-00-000

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Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Dave McCumber
Development Review Manager

Introduced by Councilmember _____ BILL NO. 5260
(ANNX-07-24-9240 – Ashlar Homes)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EXECUTION OF THREE ANNEXATION AGREEMENTS BETWEEN THE CITY OF BLUE SPRINGS, MISSOURI AND JUDY D. SMITH REVOCABLE LIVING TRUST 12-23-1996, BELLINGTON LARRY D ESTATE, AND BRUCE M BELLINGTON TRUST DATED 9/30/2003, OWNERS, OF PROPERTY GENERALLY LOCATED NORTH AND SOUTH OF 40 HIGHWAY AND EAST OF THE ADAMS POINTE GOLF CLUB, BLUE SPRINGS, MISSOURI

WHEREAS, the owners in fee simple, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, of property located north and south of 40 Highway and east of the Adams Pointe Golf Club wish to annex 71.62 +/- acres of land into the City limits (ANNX-07-24-9240); and

WHEREAS, the City and the Owners desire to enter into three Annexation Agreements for the property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is authorized to enter into three Annexation Agreements with the fee simple owners Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003 of the property described below, said Agreements attached hereto as Exhibit A and incorporated herein:

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:
All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-

way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:
All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

Section 2. City Staff is directed to perform all tasks necessary to implement said Annexation Agreements.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Exhibit A

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this _____ day of _____ _____, 2024, by and between the City of Blue Springs, Missouri, a constitutional charter city and Municipal Corporation (the "City") and Judy D. Smith Revocable Trust dated 12/23/1996, Bellington Larry D Estate, and Bruce M. Bellington Trust dated 9/30/2003 (the "Owners").

WHEREAS, the Owners own in fee simple approximately 71.617 +/- acres of real property generally located US Hwy 40 and Sni-A-Bar Blvd., in unincorporated Jackson County; and

WHEREAS, the owners have filed a petition for voluntary annexation of said property; and

WHEREAS, prior to annexing said property, the City and Owner desire to define their duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provision of city water and/or sewer services to said property is coordination; and

WHEREAS, said property is currently zoned AG/Farm, by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statues (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owners desire for the City to extend its water and/or services and corporate boundaries and to annex said property; and

WHEREAS, the City, in the exercise of its pole powers, desires to provide for the extension of water and/or sewer services and for the orderly development of said property in accordance with the City's ordinances, policies, practices and procedures, if, in its discretion, it annexes said property.

WHEREAS, the City and the Owners acknowledge that City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its policy powers and pursuant to the Missouri constitution; the Blue Springs Charter; and Chapters 70, 91, and 250 of the Revised Statutes of Missouri (2000).

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The terms of this Agreement apply to the property legally described in Exhibit A, attached hereto and incorporated herein (the "Property").

2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.

3. The parties agree that that the City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.

4. The parties agree that upon annexation of the Property into the corporate limits of the City, no municipal service for water and/or sewer will be provided to the Property until the Owner has filed, and the City has approved, an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures.

5. The parties agree that the Owner will file an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures, prior to requesting the extension of municipal water and/or sewer services.

6. Any rezoning of property and any provision of city services shall be in accordance with the Blue Springs Code of Ordinances and any other applicable city ordinance requirements.

7. The parties agree that execution of this Agreement does not in any way constitute a waiver of any requirements of applicable City ordinances with which the Owner must comply in the event the City annexes the Property.

8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described in Exhibit A attached hereto and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

9. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve the petition for annexation or to rezone the Property to any particular city zoning classification, nor does it constitute the commitment that any appointed City official will exercise his or her

administrative responsibilities, respecting the petition for annexation or an application for rezoning, in any particular manner, except that these responsibilities will be exercised in accordance with City ordinances, policies and procedures.

10. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property to a residential district for the purposes of development, the "PR-O, Planned Residential Overlay District" regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the PR-O District designation and upon approval by the City Council, in its legislative discretion, of the PR-O District designation.

11. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

12. Any provision of this Agreement which is not enforceable according to law will be severed here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.

13. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property for the purposes of development, if it is located in the Adams Dairy Parkway comprehensive planning district, the "Adams Dairy Parkway Overlay (ADP-O)" zoning district regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the Adams Dairy Parkway Overlay (ADP-O) District designation and upon approval by the City Council, in its legislative discretion, of the Adams Dairy Parkway Overlay (ADP-O) District designation.

14. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Blue Springs, Missouri.

15 This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the date of execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER/DEVELOPER

_____

Printed Name

Judy D. Smith Revocable Living Trust 12-23-1996

_____

ATTEST:

(Seal)

CITY OF BLUE SPRINGS

_____

Christine Cates
City Administrator

_____

Erin Ford, City Clerk

APPROVED AS TO FORM

_____

John Mullane, Interim City Attorney

EXHIBIT A TO ANNEXATION AGREEMENT

Description as provided in First American Title Insurance Company Commitment No. 1657407.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49

North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

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minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this _____ day of _____ _____, 2024, by and between the City of Blue Springs, Missouri, a constitutional charter city and Municipal Corporation (the "City") and Judy D. Smith Revocable Trust dated 12/23/1996, Bellington Larry D Estate, and Bruce M. Bellington Trust dated 9/30/2003 (the "Owners").

WHEREAS, the Owners own in fee simple approximately 71.617 +/- acres of real property generally located US Hwy 40 and Sni-A-Bar Blvd., in unincorporated Jackson County; and

WHEREAS, the owners have filed a petition for voluntary annexation of said property; and

WHEREAS, prior to annexing said property, the City and Owner desire to define their duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provision of city water and/or sewer services to said property is coordination; and

WHEREAS, said property is currently zoned AG/Farm, by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statues (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owners desire for the City to extend its water and/or services and corporate boundaries and to annex said property; and

WHEREAS, the City, in the exercise of its pole powers, desires to provide for the extension of water and/or sewer services and for the orderly development of said property in accordance with the City's ordinances, policies, practices and procedures, if, in its discretion, it annexes said property.

WHEREAS, the City and the Owners acknowledge that City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its policy powers and pursuant to the Missouri constitution; the Blue Springs Charter; and Chapters 70, 91, and 250 of the Revised Statutes of Missouri (2000).

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The terms of this Agreement apply to the property legally described in Exhibit A, attached hereto and incorporated herein (the "Property").

2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.

3. The parties agree that that the City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.

4. The parties agree that upon annexation of the Property into the corporate limits of the City, no municipal service for water and/or sewer will be provided to the Property until the Owner has filed, and the City has approved, an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures.

5. The parties agree that the Owner will file an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures, prior to requesting the extension of municipal water and/or sewer services.

6. Any rezoning of property and any provision of city services shall be in accordance with the Blue Springs Code of Ordinances and any other applicable city ordinance requirements.

7. The parties agree that execution of this Agreement does not in any way constitute a waiver of any requirements of applicable City ordinances with which the Owner must comply in the event the City annexes the Property.

8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described in Exhibit A attached hereto and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

9. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve the petition for annexation or to rezone the Property to any particular city zoning classification, nor does it constitute the commitment that any appointed City official will exercise his or her

administrative responsibilities, respecting the petition for annexation or an application for rezoning, in any particular manner, except that these responsibilities will be exercised in accordance with City ordinances, policies and procedures.

10. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property to a residential district for the purposes of development, the "PR-O, Planned Residential Overlay District" regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the PR-O District designation and upon approval by the City Council, in its legislative discretion, of the PR-O District designation.

11. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

12. Any provision of this Agreement which is not enforceable according to law will be severed here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.

13. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property for the purposes of development, if it is located in the Adams Dairy Parkway comprehensive planning district, the "Adams Dairy Parkway Overlay (ADP-O)" zoning district regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the Adams Dairy Parkway Overlay (ADP-O) District designation and upon approval by the City Council, in its legislative discretion, of the Adams Dairy Parkway Overlay (ADP-O) District designation.

14. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Blue Springs, Missouri.

15 This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the date of execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER/DEVELOPER

_____
Printed Name
Bellington Larry D Estate

ATTEST:

(Seal)

CITY OF BLUE SPRINGS

_____
Christine Cates
City Administrator

_____
Erin Ford, City Clerk

APPROVED AS TO FORM

_____
John Mullane, Interim City Attorney

EXHIBIT A TO ANNEXATION AGREEMENT

Description as provided in First American Title Insurance Company Commitment No. 1657407.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49

North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

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ANNEXATION AGREEMENT

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WHEREAS, the Owners own in fee simple approximately 71.617 +/- acres of real property generally located US Hwy 40 and Sni-A-Bar Blvd., in unincorporated Jackson County; and

WHEREAS, the owners have filed a petition for voluntary annexation of said property; and

WHEREAS, prior to annexing said property, the City and Owner desire to define their duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provision of city water and/or sewer services to said property is coordination; and

WHEREAS, said property is currently zoned AG/Farm, by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statues (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owners desire for the City to extend its water and/or services and corporate boundaries and to annex said property; and

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WHEREAS, the City and the Owners acknowledge that City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its policy powers and pursuant to the Missouri constitution; the Blue Springs Charter; and Chapters 70, 91, and 250 of the Revised Statutes of Missouri (2000).

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The terms of this Agreement apply to the property legally described in Exhibit A, attached hereto and incorporated herein (the "Property").

2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.

3. The parties agree that that the City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.

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8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described in Exhibit A attached hereto and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

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15 This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the date of execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER/DEVELOPER

_____

Printed Name

Bruce M Bellington Trust dated 9-30-2003

_____

ATTEST:

(Seal)

CITY OF BLUE SPRINGS

_____

Christine Cates
City Administrator

_____

Erin Ford, City Clerk

APPROVED AS TO FORM

_____

John Mullane, Interim City Attorney

EXHIBIT A TO ANNEXATION AGREEMENT

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North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

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Introduced by Councilmember Culpepper BILL NO. 5253
(ANNX-07-24-9240)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING 71.62 +/- ACRES OF PROPERTY LOCATED NORTH AND SOUTH OF 40 HIGHWAY AND EAST OF THE ADAMS POINTE GOLF CLUB INTO THE CITY OF BLUE SPRINGS, MISSOURI

WHEREAS, pursuant to the Revised Statutes of Missouri and Ordinances of the City of Blue Springs, Missouri, a Voluntary Annexation Petition requesting annexation for the property located north and south of 40 Highway and east of the Adams Pointe Golf Club was filed with the City of Blue Springs by Ashlar Homes on behalf of Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, the owners of all fee interests of record, in the lot of real estate described hereafter; and

WHEREAS, said real estate described herein is adjacent and contiguous to the present corporate limits of the City of Blue Springs, Missouri; and

WHEREAS, on September 3, 2024, a public hearing concerning the matter was held before the City Council of the City of Blue Springs, timely and proper notice of said hearing having been duly published; and

WHEREAS, the City Council of the City of Blue Springs has determined that the general criteria for annexation exists as mentioned in the Revised Statutes of Missouri and finds that said annexation is reasonable and necessary to the proper development of the City and that the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. That, pursuant to Section 71.012, RSMo, the described lot of land of real estate, described below, is hereby annexed into the City of Blue Springs, Missouri, to wit.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

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DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18rd day of September, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: September 3, 2024
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 30, 2024

SUBMITTED BY: Bob Muenz **DEPARTMENT: Police**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill amending Sections 300.020 Definitions and 340.120 All-Terrain Vehicles Prohibited of the Code of Ordinances, City of Blue Springs, Missouri, to update definitions and language.

BACKGROUND/JUSTIFICATION

In April of 2022, the Public Safety Citizens' Advisory Board was asked to review Section 340.120 of the Code of Ordinances which prohibits All-Terrain Vehicles for use on city streets, to include Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles. At that time the Public Safety Citizens' Advisory Board voted to recommend to the Mayor and Council the continued prohibition of the vehicles of this nature on the city streets. However, the Public Safety Citizens' Advisory Board did recommend several definition changes and amendments to the Ordinance to clarify the prohibited vehicles. Those recommended changes to the Ordinance were never adopted.

The proposed Bill includes the updates originally suggested in 2022 by the Public Safety Citizens' Advisory Board. Unlike Bill No. 5240, which failed on the first reading at the August 5, 2024 City Council meeting, the proposed changes do not permit Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles to be used on city streets.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 19, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Public Safety Citizens' Advisory Board
Date:	April, 2022
Action:	Recommended definition changes.

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending Code of Ordinances

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5261

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 300.020 DEFINITIONS AND 340.120 ALL-TERRAIN VEHICLES PROHIBITED OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, TO UPDATE DEFINITIONS AND PROHIBIT GOLF CARTS, UTILITY TERRAIN VEHICLES OR LOW SPEED VEHICLES FOR USE ON CITY STREETS

WHEREAS, the Public Safety Citizens' Advisory Board was asked to review Section 340.120 of the City of Blue Springs Code of Ordinances prohibiting All-Terrain Vehicles for use on city streets, to include also Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles; and

WHEREAS, on June 25, 2024 the Public Safety Citizens' Advisory Board discussed proposed amendments to the Code of Ordinance and recommended to the Mayor and City Council that the Code of Ordinances be amended to allow Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles to be used on city streets with certain restrictions; and

WHEREAS, at the City Council meeting on August 5, 2024, Bill No. 5240, which included allowing Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles to be used on city streets with certain restrictions failed on the first reading; and

WHEREAS, the revised proposed Code Amendments to Sections 300.020 and 340.120 of the Blue Springs Code of Ordinances update and add needed definitions regarding Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles, but does not permit usage on city streets.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

NOTE: LANGUAGE TO BE ADDED IS <u>UNDERLINED</u>. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN~~. Sections and Subsections not set out herein are not amended or changed.

Section 1. That Section 300.020 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 300.020 **Definitions.**
The following words and phrases when used in this Title mean:

ALLEY or ALLEYWAY
Any street with a roadway of less than fifteen (15) feet in width.

ALL-TERRAIN VEHICLE
Any motorized vehicle manufactured and used exclusively for off-highway use which is fifty (50) inches or less in width, with an unladen dry weight of six hundred (600) pounds or less, traveling on three (3), four (4) or more low pressure tires, with a seat designed to be straddled by the operator, and handlebars for steering control.

AUTHORIZED EMERGENCY VEHICLE

A vehicle publicly owned and operated as an ambulance, or a vehicle publicly owned and operated by the State Highway Patrol, Police, or Fire Department, Sheriff, Constable or Deputy Sheriff, Traffic Officer, or any privately owned vehicle operated as an ambulance when responding to emergency calls.

BUSINESS DISTRICT

The territory contiguous to and including a highway when within any six hundred (600) feet along the highway there are buildings in use for business or industrial purposes, including but not limited to hotels, banks, or office buildings, railroad stations and public buildings which occupy at least three hundred (300) feet of frontage on one (1) side or three hundred (300) feet collectively on both sides of the highway.

CENTRAL BUSINESS (OR TRAFFIC) DISTRICT

All streets and portions of streets within the area described by City ordinance as such.

COMMERCIAL VEHICLE

Every vehicle designed, maintained, or used primarily for the transportation of property.

CONTROLLED ACCESS HIGHWAY

Every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over the highway, street or roadway.

CROSSWALK

1. That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or in the absence of curbs from the edges of the traversable roadway;

2. Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

CURB LOADING ZONE

A space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

DRIVER

Every person who drives or is in actual physical control of a vehicle.

ELECTRIC BICYCLE

A bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of less than 750 watts that meets the requirements of one of the following three classes:

(a) Class 1 electric bicycle – an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour;

(b) Class 2 electric bicycle – an electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour; or

(c) Class 3 electric bicycle – an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour.

FREIGHT CURB LOADING ZONE

A space adjacent to a curb for the exclusive use of vehicles during the loading or unloading of freight (or passengers).

GOLF CART

A motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour.

HIGHWAY

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

INTERSECTION

1. The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict;

2. Where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

LANED ROADWAY

A roadway which is divided into two (2) or more clearly marked lanes for vehicular traffic.

LOW-SPEED VEHICLE (LSV)

A 4-wheeled motor vehicle capable of a top speed greater than twenty (20) miles per hour, but not greater than twenty-five (25) miles per hour, manufactured in compliance with the standards of 49 CFR 571.500.

MOTORCYCLE

Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground but excluding a tractor.

MOTORIZED BICYCLE

Any two (2) wheeled or three (3) wheeled device having an automatic transmission and a motor with a cylinder capacity of not more than fifty (50) cubic centimeters, which produces less than three (3) gross brake horsepower, and is capable of propelling the device at a maximum speed of not more than thirty (30) miles per hour on level ground, but excluding an electric bicycle.

MOTOR VEHICLE

Any self-propelled vehicle not operated exclusively upon tracks, except farm tractors and motorized bicycles.

OFFICIAL TIME STANDARD

Whenever certain hours are named herein they shall mean standard time or daylight-saving time as may be in current use in the City.

OFFICIAL TRAFFIC CONTROL DEVICES

All signs, signals, markings and devices not inconsistent with this Title placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

PARK or PARKING

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

PASSENGER CURB LOADING ZONE

A place adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

PEDESTRIAN

Any person afoot.

PERSON

Every natural person, firm, copartnership, association or corporation.

POLICE OFFICER

Every Officer of the Municipal Police Department or any Officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

PRIVATE ROAD or DRIVEWAY

Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

RAILROAD

A carrier of persons or property upon cars operated upon stationary rails.

RAILROAD TRAIN

A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails.

RESIDENCE DISTRICT

The territory contiguous to and including a highway not comprising a business district when the property on such highway for a distance of three hundred (300) feet or more is in the main improved with residences or residences and buildings in use for business.

RIGHT-OF-WAY

The right of one (1) vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

ROADWAY

That portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two or more separate roadways the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.

SAFETY ZONE

The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

SIDEWALK

That portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for use of pedestrians.

STAND or STANDING

The halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while actually engaged in receiving or discharging passengers.

STOP

When required, complete cessation from movement.

STOP or STOPPING

When prohibited, any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Police Officer or traffic control sign or signal.

STREET or HIGHWAY

The entire width between the lines of every way publicly maintained when any part thereof is open to the uses of the public for purposes of vehicular travel. "State Highway," a highway maintained by the State of Missouri as a part of the State Highway system.

THROUGH HIGHWAY

Every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield right-of-way to vehicles on such through highway in obedience to either a stop sign or a yield sign, when such signs are erected as provided in this Title.

TRAFFIC

Pedestrians, ridden or herded animals, vehicles and other conveyances either singly or together while using any highway for purposes of travel.

TRAFFIC CONTROL SIGNAL

Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

TRAFFIC UNIT

The Traffic Unit of the Police Department of the City, or in the event a Traffic Unit is not established, then said term whenever used herein shall be deemed to refer to the Police Department of the City.

UTILITY TERRAIN VEHICLE

Any motorized vehicle manufactured and used exclusively for off-highway use traveling on four (4) or more wheels between fifty (50) inches and sixty-seven (67) inches in width, an unladen dry weight of two thousand (2,000) pounds or less with side-by-side occupant seating, a steering wheel, non-straddle seating, foot controls for throttle and breaking, occupant restraints, and rollover protective structures.

VEHICLE

Any mechanical device on wheels, designed primarily for use, or used, on highways, except motorized bicycles, vehicles propelled or drawn by horses or human power, or vehicles used exclusively on fixed rails or tracks, cotton trailers or motorized wheelchairs operated by handicapped persons.

Section 2. That Section 340.120 of the Code of Ordinances, City of Blue Springs, Missouri is hereby amended to read as follows:

Section 340.120 **All-Terrain Vehicles, Golf Cart, Utility Terrain Vehicle, or Low Speed Vehicle Prohibited — Exceptions, Operation Of Under An Exception — Prohibited Uses — Penalty.**

A. No person shall operate an all-terrain vehicle, golf cart, utility terrain vehicle, or low speed vehicle, as defined in Section **300.020**, upon the streets and highways of this City, except as follows:

1. All-terrain vehicles, golf carts, utility terrain vehicles, or low speed vehicles owned and operated by a Governmental entity for official use;

2. All-terrain vehicles, golf carts, utility terrain vehicles, or low speed vehicles, operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation;

3. All-terrain vehicles, golf carts, utility terrain vehicles, or low speed vehiclse, whose operators carry a special permit issued by this City pursuant to Section 304.013, RSMo.;

4. All-terrain vehicles, golf carts, utility terrain vehicles, or low speed vehicles, properly licensed by the State of Missouri for use on public highways.

B. No person shall operate an off-road vehicle, as defined in Section 304.001, RSMo., within any stream or river in this City, except that off-road vehicles may be operated within waterways which flow within the boundaries of land which an off-road vehicle operator owns, or for agricultural purposes within the boundaries of land which an off-road vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings as are customary or part of the highway system. All Law Enforcement Officials or Peace Officers of this State and its political subdivision shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.

C. A person operating an all-terrain vehicle on a street or highway pursuant to an exception covered in this Section shall have a valid operator's or chauffeur's license but shall not be required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at speeds of less than thirty (30) miles per hour. When operated on a street or highway, an all-terrain vehicle shall have a bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less that thirty (30) square inches and shall be dayglow in color.

D. No person shall operate an all-terrain vehicle, golf cart, utility terrain vehicle, or low speed vehicle:

1. In any careless way so as to endanger the person or property of another;

2. While under the influence of alcohol or any controlled substance; or

3. Without a securely fastened safety helmet on the head of an individual who operates an all-terrain vehicle or who is being towed or otherwise propelled by an all-terrain vehicles, unless the individual is at least eighteen (18) years of age.

E. No operator of an all-terrain vehicle shall carry a passenger, except for agricultural purposes.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 4, 2024

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Administration**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of two Bills approving (1) a Contract for legal services with Lauber Municipal Law, LLC; and (2) approving appointment of Jennifer M. Baird of Lauber Municipal Law, LLC as City Attorney and establishing the compensation therefor.

BACKGROUND/JUSTIFICATION

The City of Blue Springs has advertised for an in-house City Attorney over the last several months. The City was unable to find an applicant that met the requirements as outlined by the City's Charter. Alternative options were discussed to meet the City's need for legal services. On August 1, 2024, a Request for Proposal (RFP) for Professional Services – City Attorney was issued to seek outside counsel. The City received a response from Lauber Municipal Law, LLC to provide such services with Jennifer M. Baird being the lead attorney assigned by the firm.

Pursuant to Section 3.14 *City Attorney* of the Blue Springs Home Rule Charter, the Mayor shall appoint a City Attorney with the advice and consent of a majority of the City Council. The Mayor and City Council interviewed Ms. Baird and Joe Lauber. The Mayor and City Council directed staff to develop a contract with Lauber Municipal Law, LLC to provide legal services and recommend the appointment of Jennifer Baird as the City Attorney. If approved by City Council, Ms. Baird will be the City Attorney effective immediately after passage of the Bill and begin providing legal support to the City.

Additionally, Ms. Baird will hold regular office hours at City Hall two days a week for four hours each day, with days to be determined. Ms. Baird will also attend City Council meetings as the City Attorney. Planning Commission meetings will be attended by an attorney from the firm, which may be Ms. Baird or another attorney that specializes in development and planning law. Invoices will be monthly for work completed by the firm. The annual compensation for Lauber Municipal Law, LLC shall not exceed $194,000, subject to review and adjustment annually approved by Ordinance. The hourly rate shall be billed as follows:

- Ms. Baird and each attorney completing work under the normal scope of services - $215 per hour
- Clerk or Paralegal - $100 per hour

Ms. Baird has served as City Attorney for other municipal organizations through similar contractual arrangements. Lauber Municipal Law, LLC provides legal services for various communities throughout Missouri and has 15 attorneys on staff along with paralegals and clerks. Staff recommends the approval of a contract with Lauber Municipal Law, LLC and to

appoint Jennifer M. Baird as the City Attorney.

FINANCIAL IMPACT

Contractor:	Lauber Municipal Law
Amount of Request/ Contract:	$194,000
Amount Budgeted:	$194,000
Budget Year:	FY 2023-24 FY 2024-25
Funding Source/Account #:	100-12300-530100
Account Balance: FY 2024-25 balance is available upon approval of the FY 2024-25 budget	FY 2023-24 - $-92,654.52 Overall Legal budget has an available balance of $17,138 due to savings in Personal Services. FY 2024-25 - $194,000 Date: 9/11/2024
Additional Funds Needed:	$

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 19, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Contract attached as Exhibit A. 2. Bill approving appointment of City Attorney and establishing compensation.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	Lauber Municipal Law, LLC 4031 NE Lakewood Way Lee's Summit, MO 64064 Jennifer M. Baird jbaird@laubermunicipal.com 816-525-7881
Project Exemption Certificate needed:	☐	
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5262

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT FOR LEGAL SERVICES – CITY ATTORNEY WITH LAUBER MUNICIPAL LAW, LLC

WHEREAS, City Attorney Sarah Carnes submitted her letter of resignation effective December 21, 2023; and

WHEREAS, the City has been using Williams and Campo to provide legal services utilizing John Mullane as Interim City Attorney; and

WHEREAS, staff began recruiting to fill the City Attorney position and did not receive qualified candidates; and

WHEREAS, on August 1, 2024, the City issued a Request for Proposals for Professional Services – City Attorney; and

WHEREAS, Lauber Municipal Law, LLC submitted their qualifications with Jennifer M. Baird as the lead attorney. The outlined scope of work includes but is not limited to attending City Council meetings, Planning Commission meetings, contract review, drafting legislative documents and other general legal services; and

WHEREAS, staff from Lauber Municipal Law, LLC has previously provided legal services to the City in various legal capacities; and

WHEREAS, the contract with Lauber Municipal Law, LLC is not to exceed $194,000 annually at an hourly rate of $215 per hour for attorney, and $100 per hour for paralegal and clerk, subject to review and adjustment annually; and

WHEREAS, Section 115.030 *Special Counsel-Authority of Mayor and Council to Employ; Compensation* of the Code of Ordinances provides that the Mayor and City Council may by Ordinance employ an additional attorney who, with the City Attorney, shall perform any legal services required by the City, and that the compensation shall be prescribed by Ordinance or Resolution.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a contract between the City of Blue Springs and Lauber Municipal Law, LLC for legal services in the amount not to exceed $194,000 subject to review and adjustment annually. A copy of the Contract is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all necessary tasks to implement said contract.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do

not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EFFECTIVE DATE: September 19, 2024	TERMINATION DATE: Until terminated by City Council	CONTRACT NUMBER:
CITY	**CONTRACTOR**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Lauber Municipal Law, LLC** **4031 NE Lakewood Way** **Lee's Summit, MO 64064**	
Department: Administration	Attention: Jennifer Baird	
Phone: (816) 228-0111	Phone: (816) 525-7881	

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this _____ day of September 2024, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services, construction and labor and/or provide, materials and equipment as hereafter described in connection with a project more particularly described in ***Exhibit 1***; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services**. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the terms and conditions described in **Exhibit 2**. It there are any conflicts between the terms of this Agreement and the terms in **Exhibit 2**, the terms in the Agreement shall control.

2. **Addition to Services**. The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in ***Exhibit 1*** or the bid document(s) associated with this Contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.

3. **Exchange of Data**. All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge,

and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel**. The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term**. The services of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit 1***.

6. **Costs not to Exceed**. The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, as described in the Maximum Payment section of ***Exhibit 1*** for this contract and Paragraph 7.b which cannot be exceeded unless this contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.

7. **Payment**.

a. **Conditioned upon acceptable performance**. Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in ***Exhibit 1***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **$194,000** annually unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract by action of the Mayor with the consent of a majority of the entire City Council, or by five-sevenths (5/7) majority vote of the City Council.

The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished work of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by action of the Mayor with the consent of a majority of the entire City Council, or by five-sevenths (5/7) majority vote of the City Council and by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

9. **Conflicts**. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq*. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment**. The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

11. **Discrimination**. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. **Occupational License**. The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall

not purchase materials or begin work on this contract until this occupational license has been obtained.

13. **Compliance with Laws**. Contractor agrees to comply with all applicable federal, state and local laws, including but not limited to “prevailing wage” and “Davis-Bacon”, or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by contractor is current.

14. **American Made Products.** Pursuant RSMo 34.353, as amended, if this contract is for more than $25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

15. **Nonresident/Foreign Contractors**. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. (*See also,* Section 351.574 RSMo. as to consequences of failing to comply.)

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

16. **General Independent Contractor Clause**. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. **City Benefits**. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which

certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability: Minimum limit $1,000,000 combined single limit, $2,000,000 annual aggregate for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $1,000,000 combined single limit with City named as an additional insured on the policy.

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Contractor agrees to maintain professional liability insurance in the amount of $1,000,000 per claim and in the aggregate during the term of this contract.

The provision of insurance shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

19. **Liability and Indemnity**. The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

d. This contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation.

20. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. (*Note: If the contract is not in excess of five thousand dollars, this provision does not apply and the affidavit need not be signed.*) Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors*.

The following Affidavit shall be used by the contractor and any subcontractors that are required to sign:

LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public

LAUBER MUNICIPAL LAW, LLC
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Jennifer M. Baird, upon her oath, states as follows:

1. My name is Jennifer M. Baird. I am of sound mind and capable of making this Affidavit; I am over the age of twenty one (21); and I have personal knowledge of the facts set forth herein.

2. I am an associate attorney of Lauber Municipal Law, LLC (the "Firm"), which has as its business address 4031 NE Lakewood Way, Lee's Summit, MO, 64064; and I am authorized to make this Affidavit.

3. The Firm has enrolled in, and is currently participating in, E-Verify, a federal work authorization program operated by the United States Department of Homeland Security. The Firm's E-Verify Company ID number is 379465.

4. The Firm does not knowingly employ any person who is an unauthorized alien and will not knowingly employ any person who is an unauthorized alien in connection with the contracted services for which the Firm (a) has agreed to perform; or (b) is submitting its response to the City's Request for Proposals or Request for Qualifications.

5. Attached hereto is documentation affirming Firm's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Jennifer M. Baird

Jennifer M. Baird

Subscribed and sworn to before me this 9th day of September, 2024.

Notary Public Signature

Kelley M Randol

Notary Public Printed Name

My Commission Expires:

05/03/2027

KELLEY M. RANDOL
My Commission Expires
05-03-2027
NOTARY SEAL
Jackson
County
Commission # 06902583
NOTARY PUBLIC - STATE OF MISSOURI

21. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

22. **Notices**. All notices required or permitted under this contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

23. **Jurisdiction**. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

24. **Entire Contract**. This contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

LAUBER MUNICIPAL LAW, LLC

By: Jennifer M. Baird
Name: Jennifer M. Baird
Title: Attorney

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM:

Interim City Attorney

Exhibit 1 to Contract **Scope of Work**	
Name of Contractor	Lauber Municipal Law, LLC
Scope of Work (Job Description)	Provide comprehensive legal services, designating an attorney to be appointed and serve as the City Attorney pursuant to the City's Home Rule Charter. Duties shall include, but not be limited to: A. Represent the City in all legal matters in which it is a party or is interested; B. Advise the City Council, any committee or member thereof, the Mayor, the City Administrator, department directors, and the boards and commissions concerning any legal questions affecting the City's interest and shall perform such other legal services as may be requested by the City Council or the City Administrator; C. Attend City Council and Planning Commission meetings to provide parliamentary direction and legal guidance as needed, and other Committee meetings as necessary; D. Provide legal advice and opinions on City matters, including contracts, Sunshine Law, codes, and any other legal matter requested by the City; E. Review, draft, and negotiate contracts and leases; F. Must hold minimum regular office hours two days a week for four hours each day at City Hall as agreed upon with City Staff; G. Review and respond to City questions, documents and contracts within 72 hours of receiving; H. Dedicate 17-20 estimated weekly hours to the City; I. Advise on individual labor and employment actions and participate in employment litigation; J. Advise on construction contracts and claims; K. Draft and review for legal correctness and acceptability legal documents, contracts, settlement agreements, severance agreements, releases, collective bargaining agreements and other legal drafting, as requested; L. Review personnel, fiscal and other policies; M. Advise on government grant and contract issues; N. Advise on responses to subpoenas, court orders, open records requests and requests for information from third parties; O. Serve as the principal contact between the City and other legal professionals within the selected firm; P. Advise in selection and technical oversight of special counsel when needed; Q. Provide training on municipal contracts, Sunshine Law and Public Officials Liability; and R. Other legal services as needed.

<table>
<tr><td></td><td colspan="2">All work shall be performed in accordance with Contractor's Response to Request for Proposals for Professional Services – City Attorney dated August 23, 2024 attached hereto and incorporated herein as Attachment A. The annual compensation for Lauber Municipal Law, LLC shall not exceed $194,000, subject to review and adjustment annually approved by Ordinance.</td></tr>
<tr><td>Start Date</td><td colspan="2">September 19, 2024</td></tr>
<tr><td rowspan="2">Interim Deadlines (if applicable)</td><td>Date</td><td>Phase of Project To Be Completed</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Final Completion Deadline</td><td colspan="2">Until terminated by City Council</td></tr>
<tr><td>Reimbursable Expenses</td><td colspan="2">☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage</td></tr>
<tr><td rowspan="3">Maximum Payment</td><td>$194,000</td><td>Maximum payment for services rendered</td></tr>
<tr><td>$0.00</td><td>Maximum amount of expenses to be reimbursed</td></tr>
<tr><td>$194,000</td><td>Total maximum amount to be paid to Contractor</td></tr>
<tr><td>Method of Payment</td><td colspan="2">☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project
☐ Monthly Payments Based On Rate of $_____ Per Hour
☒ Incremental Payments As Follows: Monthly as Billed
☐ ____% retainage held until completion of project.</td></tr>
</table>

EXHIBIT 2

LAUBER MUNICIPAL LAW

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, (the "Firm"), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee's Summit, Jefferson City, and Springfield. The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with us whenever you have questions during this engagement.

Provision of Legal Services. This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying agreement together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties. In the event there is a conflict between the agreement and these additional terms of engagement, the agreement shall control.

Expectations. Upon hiring the Firm, you have put at your disposal the resources of multiple attorneys who practice municipal law exclusively; in essence, you have hired a full law department. To serve the needs of all our municipal clients quickly and efficiently, it is our business practice to attempt to acknowledge all calls and e-mails within one business day of when they are received. We generally prefer that you contact us via e-mail or call our office at (816) 525-7881, unless you have a different arrangement with your primary attorney. Text messages or calls to our cell phones are not as easy to track and should generally be limited to matters requiring immediate attention. Text messages or calls to our cell phones should not be used to communicate general requests for work to be completed. Messages received after 5:00 p.m. will be treated as though received on the following business day. We will make every effort to complete assignments communicated to us using appropriate channels within five business days. If a situation exists that requires a more immediate response or completion date, be sure to communicate this at the time you contact us regarding the matter. Please be sure to allow our attorneys adequate time to review documents and provide solutions prior to your meeting packet deadlines.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of authorized City officials.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services monthly. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon receipt and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 30 days after the invoice date, the Firm reserves the right at its sole discretion to elect to charge a reasonable late fee or to terminate its services, or both, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment, at the sole discretion of the Firm, with written notice prior to July 1st. Said rate increase would not go into effect until the beginning of the City's fiscal year (October 1st – September 30th).

Client Disbursements. Some matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some "client disbursements" represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of $250, such as expert witness fees, court reporter fees, deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After the Firm's services conclude, you may obtain the file for this engagement from the applicable office. If you do not obtain the file, we will retain it for a period of six years after the matter is closed. If you do not obtain the file before the end of the six-year period, the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may obtain the file.

Disbursements and Other Charges. We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge $0.15 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need to utilize an outside copy service arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with LexisNexis or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. Unless we have a different written agreement with you, we will not bill for the first 30 minutes of travel to and from the applicable Firm office to City Hall. To the extent requested by the City, electronic attendance via Zoom or similar video platform is available as a cost-effective substitute for in-person meetings.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to your primary attorney or one of the Firm's partners.

ATTACHMENT A

LAUBER MUNICIPAL LAW

Serving those who serve the public



The City of Blue Springs Missouri





Response to Request for Proposals for Professional Services – City Attorney Services

City of Blue Springs, Missouri

Submittal Deadline:

August 23, 2024

1:00 P.M.

LAUBER MUNICIPAL LAW

Serving those who serve the public

August 23, 2024

Dennis Dovel, Assistant City Administrator
City of West Plains
903 W. Main
Blue Springs, MO 64015

Re: Request for Proposals – Professional Services – City Attorney Services

Dear Mr. Dovel:

We are pleased to have this opportunity to respond to the Request for Proposals for contractual city attorney services for the City of Blue Springs ("City"). We believe that the City will find our firm is highly qualified to provide the requested legal services. Lauber Municipal Law, ("LML") was established in 2010 for the sole purpose of serving local governmental entities of all types and sizes. I, along with the thirteen other attorneys of LML, have dedicated our legal practice to the representation of municipal clients exclusively. This firm was established for exactly the type of services the City is requesting.

We are a full-service municipal law firm that is equipped to provide a complete spectrum of city attorney services under one roof. Our attorneys have experienced municipal law in virtually every facet, whether as in-house or contract general counsel; charter or statutory city; large or small populations. Our goal is to meld this previous experience together to provide a high-quality "big firm" work product, while providing the flexibility, personal responsiveness, and cost effectiveness of a small firm.

We believe the fact that we have devoted our entire practice to municipal law is our greatest strength. This means that if appointed by the City, even at times when we are not specifically representing Blue Springs, we typically are assisting another client with issues that have (or likely will) arise with respect to the City. Our time away from City issues would not be spent handling a personal injury case for one client or providing estate planning advice to another. That is how our clients benefit from the synergy of our focused practice—municipal law is what we do.

Enclosed please find the City's requested information. The information contained in the submission is accurate and complete. We are genuinely excited about the opportunity to represent the City of Blue Springs and are looking forward to hearing from you soon. If you have any questions about this information or desire any clarification, please feel free to contact me.

Very truly yours,

LAUBER MUNICIPAL LAW



Jennifer M. Baird

4031 NE Lakewood Way • Lee's Summit, MO 64064 • Office (816) 525-7881 • Cell (816) 813-6380
jbaird@laubermunicipal.com

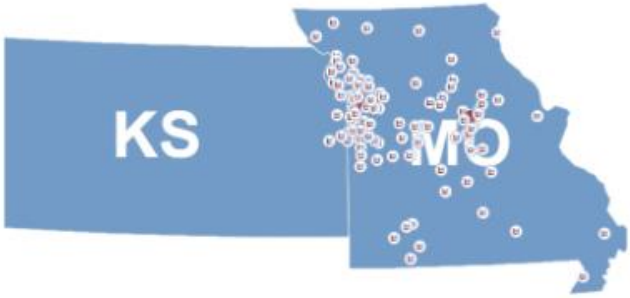
FIRM OVERVIEW

I, for myself, and on behalf of the attorneys and staff of Lauber Municipal Law, affirmatively state that we possess all the qualifications set out in the Request for Proposals for City Attorney ("RFP") and we are fully prepared to provide the entire scope of services required. Below is an overview of our qualifications.

Contact Information - Lauber Municipal Law is a full-service municipal law firm practicing exclusively in the area of municipal law in Missouri and Kansas. We exist to provide entities of all sizes with the benefit of a fully staffed, fourteen-attorney legal department, paying only for what they need, when they need it. Our Firm website is www.laubermunicipallaw.com. Joe Lauber established Lauber Municipal Law in November of 2010 after seven years of practice in other firms providing municipal law services to public entity clients. For this representation, the lead attorney will be Jennifer Baird, jbaird@laubermunicipal.com.

General Firm Profile - Lauber Municipal Law serves dozens of municipal government entities in Missouri and Kansas in various roles including City Attorney, General Counsel, Prosecutor, and Special Counsel. Each of our fourteen full-time attorneys is a highly experienced municipal attorney and each has developed a specific niche within the broad umbrella of municipal law, providing both breadth and depth to our practice. Our firm was established specifically to undertake the scope of services the City of Blue Springs is requesting.

Brief History - A principal focus of the firm has been to provide the highest quality municipal legal services to public entities at an affordable rate. Since its founding in 2010, we have grown from one attorney representing four clients on either side of the state line in Kansas City to fourteen full-time attorneys representing dozens of cities, governmental entities, and political subdivisions across Missouri and Kansas. In April 2017, we expanded by adding a mid-Missouri office, which is now located in Jefferson City and opened a new office in Springfield Missouri in 2023 to better serve our southwest Missouri clients. The graphic below on our firm website at https://www.laubermunicipallaw.com/clients allows you to interactively view our clients. A specific list of reference contacts is set out at the end of this section.



LEGAL SERVICES APPLICATION

Part 1: Firm Information

Firm Name:	Lauber Municipal Law 4031 NE Lakewood Way Lee's Summit, Missouri 64064 Laubermunicipallaw.com 816.524.7881
Point of Contact:	Jennifer Baird 816.813.6380 (cell phone) jbaird@laubermunicipal.com
Date of Establishment:	2010
Main Areas of Practice:	Municipal Law (City Attorney, General Counsel, Prosecutor, Special Counsel)
Missouri Circuit Courts:	Jackson County Circuit Court Platte County Circuit Court Cass County Circuit Court Clay County Circuit Court Lafayette County Circuit Court Bates County Circuit Court

Part 2: Individual Staff Information

City Attorney Designee: Jennifer Baird

Additional Attorneys:

Lindsey Kolisch (Secondary)	Holly Dodge
James Newell (Secondary)	Todd Smith
Joe Lauber	Anna Yendes
Jeremy Cover	Nate Dally
Nathan Nickolaus	Jacqueline Duvall
Jeff Deane	Hunter Martin
Madison Touchstone	

See Attached Resumes for Jennifer, Lindsey and James

Part 3: Relevant Firm Experience

<u>Specializations within municipal law</u>

All attorneys dedicate their practice exclusively to the practice of municipal law and only on behalf of political subdivisions; no attorneys practice outside of municipal law nor do any of us represent private parties against political subdivisions. Specifically, each of our attorneys is highly experienced with all facets of general municipal law, the Missouri Sunshine Law, and general contract law, including but not limited to Roberts Rules of Order, Missouri Revised Statutes (RSMO), and city ordinances throughout the state. Members of the firm are experienced in drafting and reviewing legal agreements, opinions, bonds, contracts, ordinances, resolutions, staff reports, and other written instruments. Additionally, each of our attorneys has developed individual niche practice areas, some of which are listed below:

- Jennifer Baird- Employment and zoning/land use
- Lindsey Kolish- Economic development, general municipal law and free speech issues
- James Newell – Litigation, general municipal law and municipal prosecution

Qualifications, professional affiliations, and special training

a. Juris Doctorate Degrees- American Bar Association Accredited Law Schools
    - Jennifer Baird – University of Missouri-Kansas City School of Law
    - Lindsey Kolisch – University of Missouri-Kansas City School of Law
    - James Newell – Texas A&M University of School of Law
    - Joe Lauber- University of Missouri-Kansas City School of Law
    - Jeremy Cover- University of Missouri-Kansas City School of Law
    - Nathan Nickolaus- University of Missouri-Columbia School of Law
    - Jeff Deane- Washburn University School of Law
    - Holly Dodge - University of Missouri-Kansas City School of Law
    - Todd Smith – American University's Washington College of Law (LL.M.) and Drake University School of Law (J.D.)
    - Madison Touchstone – University of Missouri-Kansas City School of Law
    - Hunter Martin – University of Missouri-Kansas City School of Law
    - Anna Yendes – University of Kansas School of Law
    - Nate Dally – University of Missouri School of Law
    - Jacqueline Duvall – Saint Louis University School of Law

b. State Licenses
    - Jennifer Baird – Missouri, Missouri bar number 56766
    - Lindsey Kolisch – Missouri, Missouri bar number 73801
    - James Newell – Missouri; Missouri bar number 66970
    - Joe Lauber – Missouri, Kansas (both state and federal courts) Missouri bar number 52809.
    - Jeremy Cover – Missouri, (state and federal courts), Missouri bar number 60873
    - Nathan Nickolaus – Missouri, Missouri bar number 35536
    - Jeff Deane – Missouri, Kansas; Missouri bar number 50698
    - Holly Dodge – Missouri, Kansas, Colorado, Missouri bar number 45656
    - Todd Smith – Missouri, Missouri bar number 63638
    - Madison Touchstone – Missouri, Kansas; Missouri bar number 72716
    - Hunter Martin – Missouri; Missouri bar number 75660
    - Anna Yendes – Missouri, Kansas; Missouri bar number 76333
    - Nate Dally – Missouri, Missouri bar number 52863
    - Jacqueline Duvall – Missouri, Missouri bar number 67078

c. Jennifer Baird has 20 years of municipal law experience and is the on-call "hotline" attorney for employment law issues for the MIRMA insurance pool. Jennifer previously worked in-house for Lee's Summit, Missouri as an assistant city attorney and is currently on the Missouri Municipal Attorney's Association Board.
d. Lindsey Kolisch has 2 years of experience and is the city attorney for King City and assistant city attorney for 7 cities.
e. James Newell has 11 years of experience and is the assistant city attorney for 5 cities.
f. All attorneys of the Firm are in good standing with the Missouri Bar.
g. Verification of this can be made at: http://www.mobar.org/LawyerDirectory.aspx.
h. The firm is a participating affiliate member of the Missouri Municipal League (MML), and each attorney is a member of the Missouri Municipal Attorney's Association (MMAA).

Experience and services provided

a. General municipal experience
    - Our firm currently serves as the city attorney for 98 Missouri and Kansas cities.
    - We advise all types of city officials and bodies, including mayors, city councils, city managers/administrators, boards and commissions, etc.

- In addition to city council and board of aldermen meetings, we routinely attend meetings for planning and zoning commissions, park boards, boards of zoning adjustment, etc.
- We assist cities with personnel matters, contracts, ordinances, resolutions, and land use issues on a daily basis, including drafting and reviewing relevant documents.
- We are very familiar with Missouri State Statues applicable to constitutional charter cities and can advise the City on matters related thereto.
- We are available to attend all types of City meetings if requested with adequate notice.
- We routinely work with insurance companies and insurance defense counsel on claims and litigation.
- Our attorneys draft correspondence, contracts, and other legal documents for cities on a daily basis.
- We provide updates on relevant legal issues throughout the year and put on trainings for city officials at multiple locations every spring.

b. Specialized municipal experience
   - In addition to our city attorney clients, our firm serves as special counsel to more than 20 cities, who request our assistance to supplement the services of their regular city attorney.
   - Our work as special counsel often includes, but is not limited to, economic development projects, annexation, litigation, police personnel matters, public utility matters, condemnation and eminent domain, medical marijuana issues, and legislative solutions.

Part 4: Firm References

Hon. Mike McDonough, Mayor
Mr. Damon Hodges, City Administrator
City of Raytown
10000 E. 59th Street
Raytown, Missouri 64133
Telephone: (816) 737-6065; Email: damonh@raytown.mo.us

Hon. Michael Larson, Mayor
Mr. Joseph Kenney, City Administrator
City of Sugar Creek
103 S. Sterling Ave.
Sugar Creek, Missouri 64054
Telephone: (816) 252-4400 ext. 1131; Email: jkenney@sugar-creek.mo.us

Hon. Leonard Jones, Mayor
Mr. Cemal Gungor, City Administrator
City of Grandview
1200 Main Street
Grandview, Missouri 64030
Telephone: (816) 316-4800; Email: cgungor@grandview.org

Former Client:

Mr. Scott Peterson, City Administrator*
City of Knob Noster
201 N. State Street
Knob Noster, Missouri 65336
Telephone: (816) 739-5390; Email: speterson@cityofkn.net
*Mr. Peterson prefers to be contacted by phone.

FEE STRUCTURE AND BILLING PROCEDURES

While we can be flexible in our structure. Years of experience have taught us that an hourly rate structure is best to allow the City to maintain optimal flexibility and control of costs. Because we only represent municipal entities, we are deeply attuned to the need to be good stewards of taxpayer dollars by keeping legal bills as low as possible. We take very seriously our role as a city's law department and our responsibility to operate that department in accordance with the governing body's approved budget and guidelines.

We will bill in one-tenth hour increments for the actual time spent engaged in Basic City Attorney Services and will provide the City with detailed monthly statements after services have been provided. Our monthly statements describe the services, hours spent, fees, and identify the lawyer providing the services. While our normal municipal rate is $260 per hour, if named the City Attorney for Blue Springs we will discount this rate to **$215** per hour for each attorney completing work within the normal scope of services. Should any work be accomplished more economically by a law clerk or paralegal, such work would be done by those personnel at $100 per hour.

Basic City Attorney Services include items such as attending meetings of the City Council, drafting ordinances, participating in telephone calls and meetings with City officials, boards, or commissions, reviewing contracts, handling personnel issues, routine litigation matters, activities associated with municipal prosecution (when so appointed), etc. (i.e., the conduct of the full range of a city's day-to-day business).

We anticipate that the scope of work set out in the City's RFP requires Basic City Attorney Services. However, the City may request services on issues that require a higher level of expertise, including 1) complex litigation, 2) economic development incentive matters, or 3) any other matter deemed a Special Municipal Matter by mutual agreement of the City and the firm. The firm will provide services on such Special Municipal Matters only with prior written approval from the City's duly authorized representative. Matters are automatically considered to be Basic City Attorney Services absent the prior mutual written agreement of the City and firm. The hourly rate for Special Municipal Matters will be $260 per hour for all attorneys. The rate for work billed by our paralegal or law clerk would remain at $100 per hour.

Billing entries typically include:

- Attendance at City Council meetings, drafting ordinances, participating in telephone calls and meetings with City officials, reviewing contracts, handling personnel issues, routine litigation matters, attending Planning Commission and/or Board of Zoning Adjustment Meetings, and other matters as requested by the City.
- Transit time to and from meetings not at City Hall and/or required meetings with City or Court staff, vendors, or opposing counsel.
- Time spent receiving and responding to communication from City personnel as it pertains to City matters.
- Time spent in drafting, researching, revising, or preparing documents, agreements, memoranda, or other necessary documents or activity related to City matters.

TERMS OF REPRESENTATION

Below, please find an example of our standard terms and conditions:

Lauber Municipal Law, (the "Firm"), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee's Summit, Jefferson City, and Springfield. The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with us whenever you have questions during this engagement.

Provision of Legal Services. This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties. These documents are intended to supersede all prior documents related to the same matter.

Expectations. Upon hiring the Firm, you have put at your disposal the resources of multiple attorneys who practice municipal law exclusively; in essence, you have hired a full law department. To serve the needs of all our municipal clients quickly and efficiently, it is our business practice to attempt to acknowledge all calls and e-mails within one business day of when they are received. We generally prefer that you contact us via e-mail or call our office at (816) 525-7881, unless you have a different arrangement with your primary attorney. Text messages or calls to our cell phones are not as easy to track and should generally be limited to matters requiring immediate attention. Text messages or calls to our cell phones should not be used to communicate general requests for work to be completed. Messages received after 5:00 p.m. will be treated as though received on the following business day. We will make every effort to complete assignments communicated to us using appropriate channels within five business days. If a situation exists that requires a more immediate response or completion date, be sure to communicate this at the time you contact us regarding the matter. Please be sure to allow our attorneys adequate time to review documents and provide solutions prior to the city's meeting packet deadlines.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of authorized City officials.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services monthly. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon receipt and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 30 days after the invoice date, the Firm reserves the right at its sole discretion to elect to charge a reasonable late fee or to terminate its services, or both, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment, at the sole discretion of the Firm, with written notice of at least thirty days.

Client Disbursements. Some matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some "client disbursements" represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of $250, such as expert witness fees, court reporter fees, deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After the Firm's services conclude, you may obtain the file for this engagement from the applicable office. If you do not obtain the file, we will retain it for a period of six years after the matter is closed. If you do not obtain the file before the end of the six-year period, the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may obtain the file.

Disbursements and Other Charges. We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge $0.15 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need to utilize an outside copy service arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with LexisNexis or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. Unless we have a different written agreement with you, we will not bill for the first 30 minutes of travel to and from the applicable Firm office to City Hall. To the extent requested by the City, electronic attendance via Zoom or similar video platform is available as a cost-effective substitute for in-person meetings.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to your primary attorney or one of the Firm's partners.

CONFLICTS

The firm's attorneys have no known conflicts of interest related to performing the scope of services identified in the Request for Proposals. Because our attorneys practice only municipal law, it is rare that we would ever have a conflict of interest against any city, unless one city has a dispute against another or is negotiating an intergovernmental cooperative agreement with another city. Additionally, it is unlikely we would have "business conflicts" whereby other cases might create bad law for cities, because we exclusively represent public entities.

In the unlikely event that a conflict of interest was to arise, then, as it relates to that specific issue, we would either continue to represent the city with more seniority with our firm (and cease representing the city with less seniority), or cease representing both cities, but only as it relates to the conflict.

ADDITIONAL INFORMATION

With all respect and humility, we believe the strongest reason for the City to select Lauber Municipal Law is that we are simply the law firm that is best equipped to handle the City's needs. Our firm is able to provide the City's routine legal services, assist with municipal prosecution if needed, manage litigation, support code enforcement efforts, and handle any special projects the City may have. We have fourteen attorneys who practice only municipal law— our time away from matters pertaining to the City is spent gaining additional experience in municipal law issues while working with other city clients. Additionally, because we represent only public entities, the likelihood that we will have a conflict of interest, whether real or "business," is significantly reduced. We are constantly looking out for the best interest of your city and all cities in general.

Our deep bench is another reason Lauber Municipal Law should be selected. In many firms it is difficult to find even one attorney that practices municipal law exclusively, but our firm has fourteen. Collectively, we possess more than 75 years of municipal law experience, and that experience compounds rapidly every year. Because each of us focus only on municipal law, we each have time to develop specific practice niches that make our experience deeper than attorneys with a general practice firm could ever achieve. Our passion is municipal law and we would be honored to be selected as the city attorney for the City of Blue Springs.

LAUBER MUNICIPAL LAW

Serving those who serve the public



JENNIFER M. BAIRD

MEMBER

General Overview

Attorney Jennifer Baird joined Lauber Municipal Law in 2015 and was named Partner in 2019 and became a Member in 2024. Jennifer practices in the areas of general municipal law, land use planning and zoning, public facility/infrastructure construction and financing, economic development law, public works contracts, annexation, and dangerous building and nuisance abatement law. Prior to joining Lauber Municipal Law, Jennifer worked for a boutique law firm in Lee's Summit, Missouri which specialized in representing municipalities. In addition, she has served as an Assistant City Attorney for the City of Lee's Summit, Missouri, with a focus on development and redevelopment of property. In her role with the City of Lee's Summit, she provided legal advice to the Planning and Development, Parks and Recreation, Human Resources, Administration, Purchasing, Water Utilities, and Information Technology departments. Prior to attending law school, Jennifer was motivated to pursue a legal career by her experience as a paralegal at White Goss in which she specialized in bringing development to communities. Jennifer grew up in Cape Girardeau, Missouri.

Education

University of Missouri-Kansas City, J.D., 2004
University of Missouri-Columbia, Bachelor of Science in Business Administration, 1995

Bar Admissions

Missouri, 2004

Relevant Legal Experience

- City Attorney for the cities of Camden, Stewartsville, Bates City, Wellington, Sugar Creek, Tracy, Levasy and Raytown, Missouri
- Village Attorney for Country Club and Agency, Missouri
- Special Counsel for human resources and employment matters to MIRMA
- General Counsel to: Downtown Excelsior Springs Community Improvement District, Westside Community Improvement District, Vintage Plaza Community Improvement District, Harrisonville Town Center Transportation Development District, and the Mount Pleasant Township Special Road District

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jbaird@laubermunicipal.com

- Assisted with special projects in: Branson (Administrative Hearing Process, Formation of 76 Entertainment Community Improvement District); Sugar Creek (Red Flag Rule training, preparation of TIF Annual Reports, FLSA requirements); Odessa (Board of Zoning Adjustment); Pleasant Valley (financing for Fire Station building, Planning and Zoning matters); and Liberty (formation of the Historic Downtown Liberty Commercial Community Improvement District)
- Assistance with economic development projects in: Grandview, Branson, Sedalia, and Pleasant Valley
- Served as in-house legal counsel for a home rule charter city providing legal advice to the administration, finance, purchasing, human resources, information technology, planning and development, parks and recreation, and water utilities departments and provided opinions and advice to the Planning Commission, Board of Zoning Adjustment, Park Board, City Council and City Council subcommittees
- Managed several phases of a road project, drafting key real estate documents, negotiating and drafting construction contracts and settlement agreements while keeping the project team and key stakeholders informed of the progress of the project
- Conducted dangerous building and nuisance abatement hearings
- Instrumental in forming Community Improvement Districts, Transportation Development Districts, and Neighborhood Improvement Districts in the Kansas City area
- Assisted several communities with forming Enhanced Enterprise Zones
- Developed and directed approximately $500,000,000 of commercial, office, upscale retail and mixed-use development and improvements within the Kansas City metropolitan area through the use of economic development tools, such as, Tax Increment Financing, Transportation Development District, Community Improvement District, and Neighborhood Improvement District incentives
- Complex contract negotiations for real estate development including leasing, transportation, utilities and infrastructure, and cooperative agreements

Professional Affiliations

The Missouri Bar
Missouri Municipal League
Missouri Municipal Attorneys Association
International Municipal Lawyer's Association

Presentations, Speaking Engagements, and Articles

Amendment 3: Labor and Employment Issues, presented a seminar regarding legalization of recreational marijuana and HR matters associated with same, April 20, 2023

Ethics in the Workplace, presented a seminar regarding ethics to the HRMA of Central West Missouri, March 14, 2023

Personnel Law – Regulations Impacting Employees, presented a seminar regarding various laws impacting government employers to the Missouri Municipal League, September 2022

MIRMA's HR1Call Update, presented a seminar regarding HR1call program to the Missouri Intergovernmental Risk Management Association, July 2018, July 2020

Missouri Sunshine Law, presented a seminar regarding Missouri open records to the Northwest Missouri City Clerks and Finance Officers Association, November, 2020

First Amendment and Social Media, presented a seminar regarding First Amendment Rights and social media to the Missouri Municipal Attorneys Association, October, 2020

MIRMA's New Resource, presented a seminar regarding HR1call program and legislative update to the Missouri Intergovernmental Rick Management Association, July 2017

The Fair Labor Standards Act: Then and Now, presented a seminar on the changes to the Fair Labor Standards Act to the Missouri Association of Councils of Government, September, 2016

A Real Life Application of How a Community Improvement District Can Revitalize Your Community, presented a seminar with Vicki Vance and Lyndsey Baxter regarding how a community improvement district has helped the downtown communities of Liberty and Excelsior Springs grow and make improvements, July 2016

Ethics, Governance Process and Procedures, presented a seminar regarding ethics and conflicts of interest for elected and appointed government officials to the Pension Board Member Education, September, 2016 and September, 2017

Getting the Most Out of Your City Attorney, co-presented a seminar with Jeremy Cover of Lauber Municipal Law and Nancy Yendes, City Attorney for the City of Blue Springs, Missouri, addressing recommendations, insights, and best practices for cities to obtain effective representation from their city attorney at the Missouri Municipal League Annual Conference, September 2015

Get a 'Surge' of Funding Through Community Improvement Districts, presented a seminar on the economic benefits of forming a community improvement district to help fund improvement projects at the Missouri Downtown Revitalization Conference, July 2015

Laws Affecting Conflict of Interest Issues, presented a seminar addressing issues elected and appointed officials can face in their capacity as officials for political subdivisions as part of a series of seminar on multiple governance topics at the Lauber Municipal Law's Newly Elected Official's Training, yearly

Planning, Zoning, and Board of Adjustment, presented a seminar addressing the purpose of planning and zoning in municipalities as part of a series of seminars on multiple governance topics at the Lauber Municipal Law's Newly Elected Officials Training, yearly

Annexation, presented a seminar addressing the general process and issues with annexation as part of a series of seminars on multiple governance topics at the Lauber Municipal Law's Newly Elected Officials Training, May and June 2015

Laws Affecting Conflict of Interest Issues, presented a seminar addressing issues elected and appointed officials can face in their capacity as officials for political subdivisions at the Missouri Rural Water Association Annual Conference, March 2015

Dangerous Building, presented a training seminar to assist a newly formed Dangerous Building Committee as to the process for hearing and determining the nuisance of property for the City of Gladstone, Missouri, 2012

Voting-The Basics, presented a seminar on the basics of conducting a public meeting at the Missouri Municipal Attorneys' Association Annual Conference, July 2012

FTC 'Red Flag' Rule and the City of Sugar Creek Missouri, presented training to the City of Sugar Creek, Missouri staff regarding updates to the identity theft prevention program known as the Red Flag Rule, 2009, 2010, and 2015

FTC 'Red Flag' Rule and the City of Lawson, Missouri, presented training to the City of Lawson, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2009

FTC 'Red Flag' Rule and the City of Greenwood, Missouri, presented training to the City of Greenwood, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2009

FTC 'Red Flag' Rule and the City of Grain Valley, Missouri, presented training to the City of Grain Valley, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2008

Missouri Sunshine Law, Subdivision and Zoning Laws, presented a series of seminars on multiple municipal governance topics as part of the Williams & Campo Local Government Series, 2008

Workplace Violence, Sexual Harassment and the Workplace, presented a series of seminar on multiple municipal governance topics as part of the City of Lee's Summit's Safety Fair, 2005

Social Media And The First Amendment, Missouri Sunshine Law, And Records Retention, The Missouri Municipal Review Vol.86, No. 2, 2021

Liquor in Missouri, Your Local Government Questions Answered, The Missouri Municipal Review (September 2016) (reprinted in the Missouri City Clerks and Finance Officers newsletter 2016)

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jbaird@laubermunicipal.com

LAUBER MUNICIPAL LAW
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LINDSEY E. KOLISCH

ASSOCIATE ATTORNEY

General Overview

Lindsey Kolisch practices in the areas of economic development, contract review and drafting, taxation, and general municipal law. Prior to joining the firm, Lindsey served as Law Clerk to the Honorable Justine Del Muro of the 16th Circuit Court of Jackson County, where she researched legal issues, drafted orders and judgments, and served as Bailiff during jury trials. Before her clerkship, Lindsey was Assistant Legal Counsel for the Illinois Senate Democratic Caucus, where she analyzed, drafted, and negotiated legislation in the Illinois Senate. Lindsey was raised in St. Charles County and currently resides in Kansas City with her partner, Darin, and their three cats, Tony, Gus, and Judah.

Education

University of Missouri-Kansas City School of Law, J.D., 2021
University of Missouri-Columbia, Bachelor of Arts in Ancient Greek and Latin, 2018

Bar Admissions

Missouri, 2021
Illinois, 2022
Kansas, 2023
United States District Court, Western District of Missouri, 2021
United States District Court, Eastern District of Missouri, 2021

Relevant Legal Experience

- Currently serves as Assistant City Attorney for the cities of Lake Winnebago, Independence, Odessa, Plattsburg, Pleasant Hill, and Archie, and General Counsel for the city of Kidder.
- Currently serves as Assistant General Counsel for the Cass County Public Library and Assistant Special Counsel for the Harrisonville Square Neighborhood Redevelopment Corporation
- Served as legal counsel for a comprehensive review and rewrite of a city's Charter, providing legal analysis, writing new Charter provisions, and creating ballot language
- Judicial Law Clerk to the Honorable Justine Del Muro, 2022 – 2023
- Assistant Legal Counsel, Illinois Senate Democratic Caucus, 2021 – 2022

Professional Affiliations

The Missouri Bar
Missouri Municipal Attorneys Association
Missouri Municipal League
International Municipal Lawyers Association

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Recognition

Selected as Missouri Super Lawyers "Rising Star" for State, Local, and Municipal Law, 2024

Presentations and Articles

City Charters, a presentation addressing a city's comprehensive review and rewrite of its Charter at the 2024 Missouri Municipal Attorneys Association Summer Seminar, July 2024

Planning, Zoning, and Board of Adjustment, a seminar addressing the purpose of planning and zoning in municipalities as part of a series of seminars on multiple governance topics at Lauber Municipal Law's City Officials Training, May 2024

Municipal Budgeting, a seminar addressing the statutory requirements regarding municipal budgeting as part of a series of seminars on multiple governance topics at Lauber Municipal Law's City Officials Training, May 2024

Taxation and Revenue, a seminar addressing the Hancock Amendment and various revenue streams available to municipalities as part of a series of seminars on multiple governance topics at Lauber Municipal Law's City Officials Training, May 2024

A Look at Short-Term Rental Regulations and Considerations, The Missouri Municipal Review, November/December 2023

Ethics, Conflicts of Interest, and Governance Process and Procedures, a seminar regarding ethics, conflicts of interest, and governing procedures for pension board members for the Pension Board Member Education Seminar, September 2024

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LAUBER MUNICIPAL LAW

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JAMES NEWELL

ASSOCIATE ATTORNEY

General Overview

James practices in the areas of general municipal law, economic development, contract review and drafting, construction contract review and drafting, including AIA documents, public works contracts, annexation, condemnation, real estate contracts and leases, dangerous building and nuisance abatement law, human resources, employment matters, public safety law, ordinance and code drafting, and general litigation. Prior to joining the firm, James was an Assistant City Attorney for the City of Kansas City, MO, and an associate at an insurance defense firm in Overland Park, Kansas. In addition, James served as a law clerk to the Honorable Robert Schieber and the Honorable Cory Atkins, both of the 16th Circuit Court of Jackson County, MO. Prior to and during law school, James worked at a regional bank in Dallas, Texas as vice president of commercial lending, focusing on commercial real estate and development. James resides in Lee's Summit, MO with his wife, Ashley, and their three kids: Cash, Carly, and Camryn.

Education

- Texas A&M University School of Law – J.D., 2013
- Baker University – Master of Business Administration, 2007
- Kansas State University – Bachelor of Science in Finance, 2003

Bar Admissions

- Missouri
- United States District Court, Western District of Missouri

Relevant Legal Experience

- Serves as Assistant City Attorney for several communities throughout Missouri.
- Represents clients in the mediation process, including drafting position statements, negotiating, and drafting settlement agreements resulting in a 90% reduction in litigation costs.
- Represents clients in administrative hearings, including hearings with the MCHR and EEOC.
- Conducts administrative hearings for dangerous buildings and nuisance issues.
- Complex contract negotiations for real estate projects including purchase, leasing, infrastructure, and cooperative agreements.
- Negotiations and drafting of telecommunication contracts and leases including cell antenna, poll attachments, and ground leases.
- Contract negotiations and drafting for complex construction projects.
- Served as Associate City Attorney for City of Kansas City, Missouri in civil litigation.
- Experienced litigator.

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jnewell@laubermunicipal.com

Professional Affiliations

- The Missouri Bar
- Missouri Municipal Attorney's Association
- Missouri Municipal League
- International Municipal Lawyers Association

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Introduced by Councilmember _____ BILL NO. 5263

ORDINANCE NO. _____

AN ORDINANCE APPROVING APPOINTMENT OF JENNIFER M. BAIRD AS CITY ATTORNEY AND ESTABLISHING COMPENSATION THEREFOR

WHEREAS, on August 1, 2024, the City issued a Request for Proposals for Professional Services – City Attorney; and

WHEREAS, Lauber Municipal Law, LLC submitted their qualifications with Jennifer M. Baird as the lead attorney; and

WHEREAS, the Mayor, Councilmembers, and staff conducted an interview with Joe Lauber and Jennifer M. Baird of Lauber Municipal Law, LLC; and

WHEREAS, pursuant to Section 3.14 *City Attorney* of the Blue Springs Home Rule Charter, Mayor Lievsay appointed Jennifer M. Baird as City Attorney through a contractual agreement at a rate of $215 per hour for attorney services and $100 per hour for paralegal and clerk services, effective September 19, 2024, said appointment and compensation to be approved with the advice and consent of a majority of the City Council. Ms. Baird and Lauber Municipal Law, LLC will begin providing legal services to the City immediately after passage.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The Mayor, with the consent and approval of a majority of the City Council, appoints Jennifer M. Baird as City Attorney effective September 19, 2024 at the contracted rate of $215 per hour for attorney services and $100 per hour for paralegal and clerk services.

Section 2. City staff is directed to perform all necessary tasks to implement said appointment.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 9, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill amending the 2023-24 annual budget increasing the previously adopted and amended budget of $89,097,411 by $2,515,206 to $91,612,617.

Fund Details:	Budget Ord - 5254	Amendment - Bill	Amendment - Bill	Adopted and Amended Budget
General	$ 31,568,895	$ 264,962	$ 210,141	$ 32,043,998
ARPA Fund	$ 0	$ 0	$ 225,458	$ 225,458
Hotel/Motel Tax	$ 293,000	$ 0	$ 25,000	$ 318,000
Public Safety Sales Tax	$ 5,697,452	$ 221,316	$ 12,147	$ 5,930,915
Parks Sales Tax	$ 1,450,000	$ 3,560,794	$ 49,970	$ 5,060,764
Debt Service	$ 1,710,326	$ 0	$ 0	$ 1,710,326
Capital Projects	$ 8,063,400	$ 1,426,273	$ 688,188	$ 10,177,861
TIF Capital Projects	$ 6,395,261	$ 0	$ 1,259,281	$ 7,654,542
Fieldhouse/Aquatics	$ 4,832,718	($ 2,122,216)	$ 0	$ 2,710,502
Golf Course	$ 2,186,940	$ 0	$ 0	$ 2,186,940
Water	$ 12,179,934	$ 0	$ 0	$ 12,179,934
Sewer	$ 11,368,356	$ 0	$ 45,021	$ 11,413,377
Total Budget by Fund	$ 85,746.282	$ 3,351,129	$ 2,515,206	$91,612,617

BACKGROUND/JUSTIFICATION

GENERAL FUND

The expenditures in the General Fund will be increased by **$210,141** for several items detailed in the table below:

Department/Program	Project/Item	Amount
City Council	August Election Expense	$ 33,801
Legal	Legal Services – Collective Bargaining	$ 10,000
Parks Maintenance	Disposal of Community Storm Debris	$ 35,000
EEBCG	Purchase of Electric Vehicles	$ 117,010
Parks Administration	Art Commission	$ 14,330
	TOTAL	**$ 210,141**

ARPA FUND
The expenditures in the ARPA Fund will be increased by **$225,458** to allocate the remaining ARPA funds to projects.

HOTEL/MOTEL TAX FUND
The expenditures in the Hotel/Motel Tax Fund will be increased by **$25,000** to allocate for HVAC repairs at the Conference Center.

PUBLIC SAFETY SALES TAX FUND
The expenditures in the Public Safety Sales Tax Fund will be increased by **$12,147** to allocate funds from the MDT replaement fund for replacement equipment.

PARKS SALES TAX FUND
The expenditures in the Parks Sales Tax Fund will be increased by **$49,970** for the non-CDBG portion of the bathroom at Rotary Park.

CAPITAL PROJECTS FUND
The expenditures in the Capital Projects Fund will be increased by **$688,188** which includes $400,000 for the cost of the bathroom improvement at Rotary Park (CDBG – Rotary) funded by CDBG and $288,188 for easements and right of way for ST-54 (Wyatt Road East)

SEWER FUND
The revenues and expenditures in the Sewer Fun will be increased by **$45,021.** This increase is due to sewer repairs made and reimbursed by a developer.

TIF CAPITAL PROJECTS FUNDS – Increase expenditures by **$1,259,281** for certified developer costs, interest payments and PILOT payments to CJCFPD and Blue Springs School District.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 18, 2024	September 30, 2024

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending budget with Budget Amendment Details attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5264

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023-24 ANNUAL BUDGET OF THE CITY OF BLUE SPRINGS, MISSOURI

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The Annual Budget of the City of Blue Springs, Missouri, for the fiscal year commencing October 1, 2023, and ending September 30, 2024, is hereby amended in the amounts and in the funds as follows:

Adopted and Amended Budget: **$89,097,411**

Amendment Details:		
General Fund	$	210,141
ARPA Fund	$	225,458
Hotel/Motel Tax Fund	$	25,000
Public Safety Sales Tax Fund	$	12,147
Parks Sales Tax Fund	$	49,970
Capital Projects Fund	$	688,188
Sewer Fund	$	45,021
TIF Capital Projects Fund	$	1,259,281
Total Amendment	**$**	**2,515,206**

Amended Budget: **$91,612,617**

A spreadsheet outlining the budget amendment details is attached hereto as Exhibit A and incorporated herein.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

City of Blue Springs, Missouri
Exhibit A - Budget Amendment Details
2023-24 Budget Amendment

Account #	Project	Account Name	Debit	Credit	Description
General Fund					
100-10000-530260		Election Expense	$ 33,801		Funding for August Bond Election
100-12300-530100		Professional Services - Legal Services	10,000		Additional Funding needed for Outside Legal Services and Collective Bargaining Services
100-40050-530248		Grounds and Parking Lot Maintenance	35,000		Disposal of Community Storm Debris at Pink Hill Park
100-00000-300600		Fund Balance - Unassigned		78,801	Fund Balance - Unassigned
100-12530-540300	EECBC	Vehicles	88,693		Purchase of electric vehicles using EECBG grant
100-20030-540325	EECBC	Police Vehicles	28,317		Purchase of electric bicycles for bike patrol using EECBG grant
100-00000-420120	EECBC	Grant Revenue - Federal		117,010	EECBG grant revenue
100-40000-530100	DONATE-ART	Professional Services	14,330		Creative Sculpture and Restoration - G&S Mobil Powerwashing - Zahner Metal Conservation
100-00000-300500	FB-SPRING AR	Fund Balance - Assigned		14,330	Creative Sculpture and Restoration - G&S Mobil Powerwashing - Zahner Metal Conservation
		Total General Fund	**$ 210,141**	**$ 210,141**	
ARPA Fund					
115-00000-542100	COVID19-ARPA	CIP - Building - City Facilities	225,458		Appropriate Remaining Funds for FY 2023-24
115-00000-300600		Fund Balance - Unassigned		225,458	Fund Balance - Unassigned
		Total ARPA Fund	**$ 225,458**	**$ 225,458**	
Hotel/Motel Tax Fund					
150-00000-530100		Professional Services	25,000		HVAC Repairs to the Conference Center
150-00000-300600		Fund Balance - Unassigned		25,000	Fund Balance - Unassigned
		Total Hotel/Motel Tax Fund	**$ 25,000**	**$ 25,000**	
Public Safety Sales Tax Fund					
155-21030-540400		Operating Equipment	12,147		Purchase of MDTs using Fund Balance
155-00000-300300	FB-MDTS	Fund Balance - Restricted		12,147	Fund Balance - Restricted
		Total Public Safety Sales Fund	**$ 12,147**	**$ 12,147**	
Parks Sales Tax Fund					
158-73000-544100	PR-17	CIP - Parks Projects	49,970		Rotary Park Bathroom - Non-CDBG portion
158-00000-300600		Fund Balance - Unassigned		49,970	
		Total Parks Sales Tax Fund	**$ 49,970**	**$ 49,970**	
Capital Projects Fund					
310-73000-544100	CDBG - ROTARY	CIP - Parks Projects	400,000		Rotary Park Bathroom - CDBG
310-00000-420120	CDBG - ROTARY	Grant - Federal		400,000	Rotary Park Bathroom - CDBG
310-72000-543100	ST-54	CIP - Public Works Projects	288,188		Easements and Right of Way - Wyatt Rd. West
310-00000-300600		Fund Balance - Unassigned		288,188	Fund Balance
		Total Capital Projects Fund	**$ 688,188**	**$ 688,188**	
Woods Chapel TIF Fund					
351-82008-530610		Reimbursements - Certified Developer Costs	210,000		
351-00000-300600		Fund Balance - Unassigned		210,000	
		Total Woods Chapel TIF Fund	**$ 210,000**	**$ 210,000**	
Adams Farm TIF Fund					
354-00000-530310		CJCFPD PILOTS	$ 15,000		
354-00000-530320		BSSD Capital Contribution	10,000		
354-82015-550200		Interest on Debt	350,000		
354-00000-300600		Fund Balance - Unassigned		375,000	
		Total Adams Farm TIF Fund	**$ 375,000**	**$ 375,000**	
Highway 7 & 40 Highway Project A TIF Fund					
356-00000-530100		Professional Services	30,000		

City of Blue Springs, Missouri
Exhibit A - Budget Amendment Details
2023-24 Budget Amendment

356-00000-530200	Tax Collection Services		1,500		
356-00000-530210	Tax Assessment Services		1,000		
356-00000-300600	Fund Balance - Unassigned				32,500
	Total Highway 7 & 40 Highway Project A TIF Fund	**$**	**32,500**	**$**	**32,500**
White Oak TIF Fund					
357-00000-530310	CJCFPD PILOTS	$	21,644		
357-00000-530320	BSSD Capital Contribution		20,137		
357-00000-300600	Fund Balance - Unassigned				41,781
	Total White Oak TIF Fund	**$**	**41,781**	**$**	**41,781**
White Oak TIF Fund - A					
358-82015-530600	Reimbursements - Certified Developer Costs		600,000		
358-00000-530210	Tax Assessment Services		-		
358-00000-300600	Fund Balance - Unassigned				600,000
	Total White Oak TIF A Fund	**$**	**600,000**	**$**	**600,000**
Sewer Fund					
460-36020-530509	Contracted Repair - Water and Sewer Lines		45,021		Repairs caused by Dollar General - South 7 Highway
460-00000-480350	Reimbursement for Repairs				45,021 Check from Dollar General for Repairs - South 7 Highway
	Total Sewer Fund	**$**	**45,021**	**$**	**45,021**
	Total Debits and Credits	**$**	**1,255,925**	**$**	**1,255,925**
	Less Transfers In/Out	$	-	$	-
	Less Debt Service for Blue Surf Bay	$	-	$	-
	Total Budget Amendment	**$**	**1,255,925**	**$**	**1,255,925**