



**CITY COUNCIL MEETING  
GLADSTONE, MISSOURI  
MONDAY, MAY 23, 2022**

**OPEN SESSION: 6:00 PM**

1. Board and Commissions Interview

**CLOSED SESSION: 6:15 PM**

The City Council will meet in a Closed Executive Session at 6:15 pm Monday, May 23, 2022, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021 (1) for Litigation and Confidential or Privileged Communications with Legal Counsel, 610.021(2) Real Estate, and 610.021(9) Employee Groups.

**OPEN STUDY SESSION: 7:00 PM**

1. Tour of the Municipal Pool Project.

**REGULAR MEETING 7:30 PM**

**TENTATIVE AGENDA**

1. Meeting Called to Order.
2. Roll Call.
3. Pledge of Allegiance to the Flag of the United States of America.
4. Approval of the Agenda.

5. **Approval of the May 9, 2022, Closed City Council Meeting Minutes.**
6. **Approval of the May 9, 2022, Regular City Council Meeting Minutes.**
7. **PROCLAMATION:** Mid-America Regional Council, MARC 50-Forward Day.
8. **PROCLAMATION:** World Elder Abuse Awareness Day.
9. **Communications from the Audience:** *Members of the public are invited to speak about any topic not listed on the agenda. While speaking, please state your name and address for the record and limit comments to 5 minutes.*
10. **Communications from the City Council.**
11. **Communications from the City Manager.**
12. **CONSENT AGENDA**

**RESOLUTION R-22-19** A Resolution adopting changes to the administration of the City of Gladstone's Flexible Benefits Plan.

**RESOLUTION R-22-20** A Resolution authorizing the City Manager to execute an agreement with Sumner One for the purchase of copy machines for all city locations in the amount of \$41,000.

**RESOLUTION R-22-21** A Resolution declaring certain city property surplus and authorizing the donation of surplus items to the Midwest Recycling Center.

**RESOLUTION R-22-22** A Resolution authorizing acceptance of work under contract with MegaKC Corporation, for the Carriage Commons Drainage Improvements Project, and authorizing final payment in the amount of \$13,256.54 for project CP2132.

**CONSIDER SPECIAL EVENT PERMITS:**

Remax Revolution Customer Appreciation Picnic, Happy Rock Park West, Saturday, July 16, 2022, from 5:30 to 8:30 pm.

Household Hazardous Waste Drop-Off, Happy Rock Park West, Saturday, August 13, 2022 from 8:00 am to 12:00 pm.

Restoration Run, 5k run and 1K walk, Atkins-Johnson Farm Saturday, August 20, 2022 from 6:00 to 9:30 am.

Pickin' on the Front Porch Bluegrass Concert, Atkins-Johnson Farm, Saturday, September 10, 2022 from 7:00 to 9:00 pm.

Big Shoal Country Fair, Atkins-Johnson Farm, Saturday, September 17, 2022 from 10:00 am to 4:00 pm.

Fiesta on the Square, Linden Square, Saturday, September 17, 2022 from 5:00 to 10:00 pm.

## **FINANCIAL REPORT FOR 10 MONTHS ENDING APRIL 30, 2022**

### **REGULAR AGENDA**

- 13. PUBLIC HEARING:** Budget Fiscal Year 2022-2023.
- 14. FIRST READING Bill 22-16** An Ordinance authorizing the City Manager to execute an agreement between the City of Gladstone, Missouri, and Mid-America Regional Council (MARC) for Coronavirus Response and Relief Supplemental Appropriations Act 2021 (CRRSAA) funds for the Regional Preventative Maintenance Program.
- 15. FIRST READING Bill 22-17** An Ordinance directing the City Manager to execute a Cooperative Agreement with the North Kansas City School District for providing a School Resource Officer at Antioch Middle School.
- 16. FIRST READING BILL 22-18** An Ordinance Amending Title IX of the City of Gladstone, Missouri, Code of Ordinances by repealing certain provisions contained therein and enacting in lieu thereof new provisions designated as Title IX Building and Construction Ordinance relating to the detached accessory structure regulations for the City of Gladstone, Missouri.

- 17. FIRST READING BILL 22-19** An Ordinance authorizing the City of Gladstone, Missouri, to enter into an assessment contract and authorizing and approving certain documents in connection therewith.
- 18. Other Business.**
- 19. Adjournment.**

Representatives of the News Media may obtain copies of this notice by contacting:  
Kris Keller, City Clerk  
City of Gladstone  
7010 North Holmes  
Gladstone, MO 64118  
816-423-4096

Date: May, 19, 2022  
Posted at: 4:30 PM





**MINUTES  
REGULAR CITY COUNCIL MEETING  
GLADSTONE, MISSOURI  
MONDAY, MAY 9, 2022**

**PRESENT:** Mayor Bill Garnos  
Mayor Pro Tem Jean Moore  
Councilman R.D. Mallams  
Councilman Tom Frisby  
Councilmember Tina Spallo

City Manager Scott Wingerson  
Assistant City Manager Bob Baer  
City Attorney Chris Williams  
City Clerk Kris Keller  
Deputy City Clerk Becky Jarrett

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

Mayor Garnos opened the Regular City Council Meeting of Monday, May 9, 2022, at 7:30 pm.

**Item No. 2. On the Agenda.** Roll Call.

Mayor Garnos stated that all Councilmembers were present.

**Item No. 3. On the Agenda.** Pledge of Allegiance to the Flag of the United States of America.

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

The agenda was approved as published.

**Item No. 5. On the Agenda.** Approval of the, April 25, 2022, Closed City Council Meeting Minutes.

**Councilman Mallams** moved to approve the minutes of the April 25, 2022, Closed City Council meeting as presented. **Councilman Frisby** seconded. The Vote: "aye", Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

**Item No. 6. On the Agenda.** Approval of the April 25, 2022, Regular City Council Meeting Minutes.

**Councilman Mallams** moved to approve the minutes of the April 25, 2022, Regular City Council meeting as presented. **Councilman Frisby** seconded. The Vote: “aye”, Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

**Item No. 7. On the Agenda.** **PROCLAMATION:** Emergency Medical Services Week  
Mayor Garnos read the Proclamation and presented it to: Chief Daugherty, Battalion Chief Craig Richey, Firefighter/Paramedics: Taylor Mahorney, Jon Norman, Joseph Penry, Mark Wachter, and Captain Travis Wessel. Mayor Garnos also thanked all first responders.

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

There were no comments from the Audience.

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

**Mayor Pro Tem Moore:** Advised that she attended the Capital Improvements Committee meeting last week and reported that it was very informative. She also thanked City Manager Wingerson and Director Tim Nebergall for the amazing job they did in their presentation to the Capital Improvements Committee.

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

City Manager Scott Wingerson made a correction to an earlier statement that he made regarding the County Commission accepting the City’s ARPA request which would be on Wednesday, May 11, 2022 and not, Monday, May 9, 2022.

Mr. Wingerson also stated that although the weather has been rather difficult, he encouraged everyone to mow their grass. It was reported that Code enforcement placed over 150 yard signs in the past couple of months for code violations, so if people would take an hour of their time and mow their grass, it would be greatly appreciated.

**Item No. 11. On the Agenda.** Consent Agenda.

Following the Clerks’ reading:

**Mayor Pro Tem Moore** moved to approve the **SPECIAL EVENT PERMIT:** The Teeter Family is hosting a birthday party to be held at the Atkins-Johnson Farm and Museum on Saturday, June 4, 2022 from 5:00 pm to 9:00 pm. **Councilmember Spallo** seconded. The Vote: “aye”, Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

**Mayor Pro Tem Moore** moved to approve the **SPECIAL EVENT PERMIT:** Michael Corwin is hosting A Tribute to Our Heroes event. The event is a time for retired, former, and current law enforcement officers and their families to catch-up and relax. The event will be held at Linden Square on Saturday, June 11, 2022 from 2:00 pm to 6:00 pm. **Councilmember Spallo** seconded. The Vote: “aye”, Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

**Mayor Pro Tem Moore** moved to approve the **SPECIAL EVENT PERMIT**: The Parks, Recreation and Cultural Arts Department will be hosting the City's Annual July 4<sup>th</sup> Celebration at Oak Grove Park beginning at 5:00 pm to 11:30 pm. **Councilmember Spallo** seconded. The Vote: "aye", Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

**Mayor Pro Tem Moore** moved to approve the **SPECIAL EVENT PERMIT**: The Parks, Recreation and Cultural Arts Department will be hosting the Annual Children's Garden Day at the Atkins-Johnson Farm and Museum in partnership with the Master Gardeners of Greater Kansas City. The event will take place on Saturday, July 9, 2022 from 9:00 am to 12:00 pm. **Councilmember Spallo** seconded. The Vote: "aye", Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

**Mayor Pro Tem Moore** moved to approve the **SPECIAL EVENT PERMIT**: The Parks, Recreation and Cultural Arts Department will be hosting the City's Annual Theatre in the Park series at Oak Grove Park. July 8, 9 & 10, 2022 and August 12, 13 & 14, 2022. The Park will open at 5:00 pm and close at 11:30 pm. The shows begin at 8:30 pm and conclude around 10:30 pm. **Councilmember Spallo** seconded. The Vote: "aye", Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

## **REGULAR AGENDA**

**Item No. 12. On the Agenda.** Continued from April 11, 2022, A Public Hearing Amending Section 6.110.570, Levying sewer service charges and commodity rate charges in the city from April 11, 2022.

**Mayor Garnos** opened the Public Hearing at 7:41 pm.

**Dominic Accurso**, Director of Finance, reported that water and sewer rates would be discussed. An explanation was given about water usage and that after being reviewed, it appeared that water and sewer consumption had decreased over twenty percent in the past fifteen years. Director Accurso stated that it could partially be attributed to conservation efforts made by individuals. According to Director Accurso, when calculating water and sewer rates, usage is the driver, so the higher the usage the more revenue and the lower the usage the lower the revenue. A letter dated March 1, 2022, was received from Kansas City which notified Gladstone that there would be an increase in sewer rates. Kansas City handles Gladstone's sewer treatment, but Gladstone produces its own water.

Director Accurso shared that the proposed changes meant there would not be an increase in the water rate, which is currently \$4.90 per 1,000 gallons of water; however, the proposed sewer rate usage would increase from \$10.85 to \$11.50 per 1,000 gallons of water and the sewer administrative service charge would change from \$15.26 to \$16.18 per month. The Kansas City rates were increased and effective May 1, 2022, but Gladstone's would be in effect June 1, 2022, if the proposal was accepted by the City Council. Director Accurso requested questions and or comments:

**Councilman Frisby** inquired about the number of other cities that utilize Kansas City for their sewer treatment and asked if the rate would increase for all cities. It was determined that the Kansas City sewer rate would increase for all cities and that Director Accurso would supply the number of other cities utilizing Kansas City sewer service at a later date, if necessary. Councilman Frisby also asked when Kansas City would change the rate again. It was reported that it was normally an annual increase.

**Councilmember Spallo** asked about rates for the other cities listed (see attached), and if those cities would also have rate increases. The response was that the rates may change, because the Power Point information was dated March 2022. Councilmember Spallo also asked how Gladstone residents would be notified of this change. Director Accurso reported that it would be available online at the water department's website, the information would also be added to the residents' current bill, which is usage from approximately two months ago. The August 15, 2022 bill would reflect the new proposed charges.

**Mayor Pro Tem Moore** stated that this is one of those votes that doesn't really allow any other options.

**Mayor Garnos** discussed the past and current metering results for the outflow of sewage and how the cost is determined. Director Nebergall explained the past process and that sewage cost depends on the year and how dry it is. The sewage cost is calculated on the water usage and figured on the winter average.

Mayor Garnos asked if the City staff had any questions. He addressed the audience to inquire if anyone wanted to address the City Council in favor of the sewer service and commodity rate charges or if anyone wanted to address the city council in opposition to the city sewer service and rate changes. He addressed individuals in the City Council room and inquired if there were any further testimony from the audience, city staff, or city council and no one responded or came forward.

Mayor Garnos declared the Public Hearing closed at 7:52 pm.

**Item No. 13. On the Agenda. First Reading Bill No. 22-15** An Ordinance amending Section 6.110.570 of the Code of Ordinances of the City of Gladstone, Missouri, levying sewer service charges and commodity rate charges in the city.

**Councilmember Spallo** moved Bill No. 22-15 to be placed on its First Reading. **Mayor Pro Tem Moore** seconded. The Vote: "aye", Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0). The Clerk read the Bill.

**Councilmember Spallo** moved to accept the First Reading of Bill No. 22-15, waive the rule and place the Bill on its Second and Final Reading. **Mayor Pro Tem Moore** seconded. The Vote: "aye", Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0). The Clerk read the Bill.

**Second Reading Bill No. 22-15** An Ordinance amending Section 6.110.570 of the Code of Ordinances of the City of Gladstone, Missouri, levying sewer service charges and commodity rate charges in the city.

**Councilmember Spallo** moved to accept the Second and Final Reading of **Bill No. 22-15**, and enact the Bill as **Ordinance 4.592**. **Mayor Pro Tem Moore** seconded. The Vote: “aye”, Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

**Item No. 14. On the Agenda.** **Resolution R-22-18** Amending the Employee Handbook for the City of Gladstone, Missouri.

**Mayor Pro Tem Moore** moved to approve Resolution R-22-18 A Resolution Amending the Employee Handbook for the City of Gladstone, Missouri. **Councilmember Spallo** seconded. The Vote: “aye”, Council member Spallo, Councilman Frisby, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

**Mayor Pro Tem Moore** thanked Charlene Leslie for her efforts and stated that she did an amazing job on updating the Employee Handbook.

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

There was no further business to come before the City Council.

**Item No. 16. On the Agenda.** Adjournment

Mayor Garnos adjourned the May 09, 2022, Regular City Council meeting at 7:56 pm.

Respectfully submitted:

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Kris Keller, City Clerk

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

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

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Bill Garnos, Mayor

# PROCLAMATION

## Mid-America Regional Council | “MARC 50—Forward Day”

**Whereas**, for half a century, local governments in the Kansas City region have come together through the Mid-America Regional Council (MARC) to partner on regional initiatives and develop innovative solutions; and

**Whereas**, the region consists of nine counties and 119 cities which benefit from working across boundaries on a wide variety of issues and coordinating with diverse disciplines and sectors, including cities, counties, nonprofit organizations, social services, educational systems and special districts; and

**Whereas**, the region’s leaders engage in informed decision-making through insightful data analysis and participate in a problem-solving forum to positively impact progress; and

**Whereas**, each jurisdiction and individual has a role in creating a strong regional community and enabling everyone to come together to achieve positive change for the next 50 years; and

**Whereas**, MARC is an organization that promotes regional cooperation through leadership, planning and action, and is guided by the core values of integrity, innovation, collaboration, diversity and inclusion, excellence in performance, and service leadership; and

**Whereas**, the City of Gladstone has participated or benefited from working across boundaries, allowing us to better serve residents because of our regional work regarding public safety, transportation, environment, early learning, aging and shared local government services; and

**Now, therefore**, be it resolved members of the City of Gladstone celebrate the collaborative work that’s been accomplished over the past 50 years and dedicate June 10, 2022, the day of MARC’s annual Regional Assembly, as “MARC 50—Forward Day” in recognition of the enormous progress the region will continue to make over the next five decades; and

**Be it further resolved, I, Bill Garnos**, Mayor, do hereby proclaim June 10, 2022, as:

## MARC 50—Forward Day

in Gladstone, Missouri, and urge local leaders and community members to reflect on the great progress made in the past 50 years and join us in welcoming a future built upon strong regional collaboration, connections, relationships and accomplishments.

Signed this 23<sup>rd</sup> Day of May 2022

# PROCLAMATION

**WHEREAS**, older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities; and

**WHEREAS**, in 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

**WHEREAS**, 2022 marks the 16th Annual World Elder Abuse Awareness Day. Its recognition will promote a better understanding of abuse and neglect of older adults; and

**WHEREAS**, The National Center on Elder Abuse (NCEA) and the City of Gladstone recognize the importance of taking action to raise awareness and prevent and address elder abuse; and

**WHEREAS**, as our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation and ageism and social isolation are major causes of elder abuse in the United States; and

**WHEREAS**, recognizing that it is up to all of us to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and

**WHEREAS**, preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

**WHEREAS**, where there is justice there can be no abuse; therefore, NCEA urges all people to restore justice by honoring older adults and join us in our engaging and empowering movement, and putting an end to abuse.

**NOW, THEREFORE, I, Bill Garnos**, Mayor of the City of Gladstone, Missouri, on behalf of the members of the Gladstone City Council and all Gladstone residents, do hereby proclaim June 15, 2022, as

## WORLD ELDER ABUSE AWARENESS DAY

in Gladstone, Missouri, and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

Signed this day of 23rd Day of May, 2022.

## **RESOLUTION NO. R-22-19**

### **A RESOLUTION ADOPTING CHANGES TO THE ADMINISTRATION OF THE CITY OF GLADSTONE'S FLEXIBLE BENEFITS PLAN**

**WHEREAS**, the City of Gladstone has established a Section 125 flexible benefits plan for employees to provide reasonable health insurance options for its employees by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

**WHEREAS**, the City of Gladstone has determined that the continuance of the flexible benefits plan, in accordance with IRS requirements, will serve these objectives and Section XI of the Section 125 Flexible Benefits Plan ("Plan") permits amendments to the Plan.

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

**THAT**, the City of Gladstone hereby restates the City's flexible benefits plan to allow pre-tax salary redirection under the Plan to General Purpose Health Care/Medical Reimbursement Plan or Limited Purpose Health Care Reimbursement Plans, and/or to the Dependent Care Reimbursement Plans within the maximums set forth by the IRS; and

**FURTHER, THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Benefits Direct for voluntary benefits and Flex Made Easy for the administration of the City's flexible benefits plan for the FY 2023 plan year.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23<sup>rd</sup> DAY OF MAY 2022.**

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

ATTEST:

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





**Department of General Administration  
Human Resources Memorandum CML 22-1014004**

DATE: May 17, 2022

TO: Scott Wingerson, City Manager  
Chris Williams, City Counselor

FROM: Charlene Leslie, HR Administrator

RE: Flexible Benefit Plan Amendments

Generally, the Flexible Benefits Plan allows employees to deduct select healthcare premiums from gross earnings before taxes are computed. More specifically, a Flexible Spending Account (FSA) provision allows employees to elect a pre-tax amount to be withheld from their paycheck each month and held in a separate account. The funds in this account are then made available to eligible employees to use their contributions to pay or be reimbursed for eligible out-of-pocket expenses (medical, dependent care and limited health). Typically, this gives employees more spendable income because current after-tax expenses, such as health care expenses and benefits, can be paid for with pre-tax dollars. Each year, the IRS sets the contribution limits for individuals opening a FSA.

As you may recall in 2016, we amended the medical and limited health flexible benefit plan to allow for the \$500 rollover provision. It was amended again under the Consolidated Appropriations Act and the American Rescue Plan. The IRS modified the "use it or lose it" rule to allow plans to rollover an unlimited amount of unused funds from the 2020/2021 plan year to the 2021/2022 plan year and increased the annual dependent care flexible spending accounts (FSAs) pre-tax contribution limit to \$10,500 (up from \$5,000 for single taxpayers and married couples filing jointly) and up to \$5,200 (up from \$2,500) for married individuals filing separately. The limit applied to taxable years beginning after December 31, 2020 and before January 1, 2022.

Presently, the IRS has modified the "use it or lose it" rule to allow medical and limited health flexible benefit plans to rollover \$570 of unused funds at the end of one plan year to the next plan year. The amounts carried over do not affect the maximum amount of salary redirection otherwise permitted for said next Plan Year. The 2022 medical and limited FSA contribution has been limited to \$2,850. The IRS has also modified the annual dependent care FSA pre-tax contribution limit for 2022 to \$5,000.

For the 2022/2023 plan year two voluntary plans were made available to the eligible employees – ID Theft Coverage and Legal Services. The premiums for each of these plans are fully paid by the employee with after-tax paycheck deductions. Therefore, the Flexible Benefits Plan does not need to be amended to address these additional voluntary plans.

To further complete the 2022/2023 Open Enrollment process, we respectfully request Council to review and approve the amendments of the City's Flexible Benefits Plan, to recognize the 2022 rollover provision, and the maximum limits of the FSAs as provided under IRS Notice 2020.33 and Section 125 of the Internal Revenue Code. Additionally, we respectfully request that Council authorize the City Manager to execute and take the necessary actions to properly implement the Plan and distribute the Summary Plan Description of the Plan.

We wish to restate the current provisions of the City of Gladstone's Flexible Benefit Plan (see attached) through an agreement with Flex Made Easy for administration. Thank you for the opportunity to assist with this important employee benefit.



## City of Gladstone

City of Gladstone  
7010 N. Holmes Street  
Gladstone, MO 64118

### City of Gladstone Flexible Spending Plan

#### Plan Document

Amended and Restated July 01, 2022

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## City of Gladstone

### City of Gladstone Flexible Spending Plan

#### INTRODUCTION

The company amends and restates this Plan as of July 01, 2022 with an original effective date of July 01, 2014. Its purpose is to provide benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to elect between cash compensation or certain nontaxable benefit options as they desire. The Plan shall be known as the City of Gladstone Flexible Spending Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

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#### I. ARTICLE - PLAN DEFINITIONS

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01. **"Administrator"** means the Employer, unless another person or entity has been designated by the Employer pursuant to the Article titled: "Administration" to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including but not limited to the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
02. **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in the Article titled: "Benefit Information".
03. **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under the Article titled: "Benefit Information". Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
04. **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.
05. **"Compensation"** means the amounts received as compensation by the Participant from the Employer during a Plan Year.
06. **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order shall be considered a Dependent under this Plan.

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his or her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

07. **"Effective Date"** means July 01, 2014.
08. **"Election Period"** means the period, established by the Administrator, immediately preceding the beginning of each Plan Year, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to the Article titled: "Participant Elections".
09. **"Eligible Employee"** means any Employee who has satisfied the provisions of the Section titled: "Eligibility".

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that

individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

An "Eligible Employee" shall exclude the following:

- Non-Resident Aliens
- Leased Employees

10. **"Employee"** means any person who is currently or hereafter employed by the Employer.
11. **"Employer"** means City of Gladstone and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, or Adopting Employer.
12. **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit, or any self-funded arrangement providing any Benefit offered for health and welfare coverage to Eligible Employees of the Employer.
13. **"Insurance Premium Payment Plan"** means the plan of benefits contained in the "Benefit Options" section of this Plan, which provides for the payment of Premium Expenses.
14. **"Insurer"** means any insurance company that underwrites a Benefit or any self-funded arrangement under this Plan.
15. **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.
16. **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to the Section titled: "Application to Participate" and has not for any reason become ineligible to participate further in the Plan.
17. **"Plan"** means the flexible benefits plan described in this instrument, including all amendments thereto.
18. **"Plan Year"** means the 12-month period beginning July 01 and ending June 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
19. **"Premium Expenses" or "Premiums"** means the Participant's cost for the Benefits described in the Section titled: "Benefit Options".
20. **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.
21. **"Run-out Period"** means the set number of days after the plan year ends that allows you to submit claims for eligible expenses incurred during the Plan Year.
22. **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to the Section titled: "Salary Redirection". These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under the Article titled: "Participant Elections".
23. **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his or her Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
24. **"Spouse"** means "spouse" as defined in an Insurance Contract, then, for purposes of coverage under that Insurance Contract only, "spouse" shall have the meaning stated in the Insurance Contract. In all other cases, "spouse" shall have the meaning stated under applicable federal or state law.

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## II. ARTICLE - PARTICIPATION

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### 01. ELIGIBILITY

An individual is eligible to participate in this Plan if the individual:

- a. is an Eligible Employee as defined in the Article titled: "Definitions"
- b. is working an average of 30 hours or more per week or at least 130 hours per month; and
- c. is eligible for the group medical plan

### 02. EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant when the following condition(s) is/are met:

First of the month following hire date except for Cancer Insurance coverage. The plan entry date for Cancer Insurance is first of the month following 30 days of employment.

### 03. APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his or her Benefit elections pursuant to the Section titled: "Change in Status".

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance, unless the Employee elects, during the Election Period, not to participate in the Plan.

### 04. TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- a. Termination of employment. The termination of Participant's employment, subject to the provisions of the Section titled: "Termination of Employment"
- b. Death. The Participant's death, subject to the provisions of the Section titled: "Death" or
- c. Termination of the plan. The termination of this Plan, subject to the provisions of the Section titled: "Termination".

### 05. TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his or her participation in the Benefit Options provided under the Section titled: "Benefit Options" shall be governed in accordance with the following:

- a. Insurance Benefit. With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- b. Dependent Care FSA. With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment-related Dependent Care Expense reimbursements for expenses within 90 days after the end of the month, limited by the balance in the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- c. Health FSA, COBRA applicability. With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year for which contributions to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account, shall be applied and administered consistent with such further rights that a Participant and his or her Dependents may be entitled to pursuant to Code Section 4980B and the Section titled: "Continuation of Coverage" of the Plan.
- d. Limited Purpose FSA, COBRA applicability With regard to the Limited Purpose Flexible



Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year for which payments to the Limited Purpose Flexible Spending Account have already been made. Thereafter, the benefits under this Plan, shall be applied and administered consistent with such further rights that a Participant and his or her Dependents may be entitled to pursuant to Code Section 4980B and the Section of this Plan Document titled: "Continuation of Coverage".

**06. REINSTATEMENT OF A FORMER PARTICIPANT**

An Employee whose participation terminates and returns to an eligible status less than thirty days later may re-enroll within thirty days of returning to an eligible status with a commencement date of the first of the month following the adjusted eligibility date. An Employee who re-enrolls in a Health Flexible Spending Account or Dependent Care Account after such time must re-enter the Plan and reinstate their original elections for that Plan Year with adjustments to the annual election amount as the Administrator deems necessary to prorate the annual election amount over the remainder of the Plan Year. Expenses incurred by the employee during the time that the employee was not a Participant will not be covered expenses unless COBRA was elected pursuant to the Article titled: "Continuation of Coverage (COBRA)".

Any Employee who terminates employment and is rehired into an eligible status after thirty days from the date of termination will be treated as a new enrollee under the Plan. If such Employee returns within the same Plan Year, prior contributions made to the Health Flexible Spending Account and/or the Dependent Care Account will be taken into consideration so as not to exceed Plan or IRS maximums.

**07. DEATH**

If a Participant dies, his or her participation in the Plan shall immediately cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to a particular specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

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### **III. ARTICLE - CONTRIBUTIONS TO THE PLAN**

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#### **01. SALARY REDIRECTION**

Subject to the provisions of the section titled "Employer Contributions," benefits under the Plan shall be financed by Salary Redirections sufficient to support the benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his or her pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participant's elections made under the Section titled: "Initial Elections".

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to the Section titled: "Initial Elections") and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under the Article titled: "Participant Elections" and are consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

#### **02. APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

#### **03. PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

#### **04. EMPLOYER CONTRIBUTIONS**

The Employer may provide non-elective contributions in the form of Employer Funding into the Health Flexible Spending Account, Limited Purpose Flexible Spending Account, and Dependent Care Spending Account to the extent as described in the Section Titled: "Limitation on Allocations". Such contributions may be prorated for Participants who begin participating in the middle of the Plan Year. Contributions or matching contributions made to the Health Flexible Spending Account, Limited Purpose Flexible Spending Account, and Dependent Care Spending Account generally do not count toward the annual contribution limit as described in the Section Titled: "Limitation on Allocations".

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## **IV. ARTICLE - BENEFITS**

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### **01. BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- Health Flexible Spending Account
- Limited Purpose Flexible Spending Account
- Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his or her Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- Group Medical Plan
- Group Dental Plan
- Group Vision Plan
- Cancer Insurance
- Voluntary Benefit(s)

### **02. HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case the Article titled: "Health Flexible Spending Account" shall apply.

### **03. LIMITED PURPOSE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Limited Purpose Flexible Spending Account option, in which case the Article titled: "Health Flexible Spending Account" shall apply.

### **04. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case the Article titled: "Dependent Care Flexible Spending Account" shall apply.

### **05. HEALTH INSURANCE BENEFIT**

- a. **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.
- b. **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

### **06. DENTAL INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

### **07. VISION INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.
- b. **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts

for use in providing this vision insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

#### 08. **CANCER INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

#### 09. **VOLUNTARY BENEFIT(S)**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Voluntary Benefit Contract.
- b. **Employer selects contracts.** The Employer may select suitable voluntary benefit Contracts for use in providing this voluntary benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such voluntary benefit Contract shall be determined therefrom, and such voluntary benefit Contract shall be incorporated herein by reference.

#### 10. **HEALTH SAVINGS ACCOUNT CONTRIBUTIONS**

- a. Participants may elect to make contributions on a pre-tax basis to a Health Savings Account ("HSA"). The HSA is not an employer-sponsored benefit plan. It is an individual trust or custodial account that Participants open and which may be used to reimburse Participants for eligible medical expenses as set forth in Code Section 223.

#### 11. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.
- b. **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination is prohibited by Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his or her non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

#### 12. **NON-TAX DEPENDENT COVERAGE**

- a. If (i) Employee Salary Redirections are made to fund Benefits under the Plan, and (ii) the

Employer allows a Participant to elect to cover a Non-Tax Dependent through the Participant's coverage under group Medical, Dental or Vision benefit(s), a Participant who elects to participate in the Salary Redirection program may pay on a pre-tax basis through salary reduction contributions the Participant's portion of the premium cost of coverage under the Employer's Medical, Dental or Vision Benefits, provided that the full fair market value of such Medical, Dental or Vision coverage for any such Non-Tax Dependent shall be includible in the Participant's gross income as a taxable benefit in accordance with applicable federal income tax rules. For purposes of this Plan, the Participant electing coverage for Non-Tax Dependent(s) shall be treated as receiving, at the time that coverage is received, cash compensation equal to the full fair market value of such coverage and then as having purchased the coverage with after-tax employee contributions.

- b. Notwithstanding the foregoing, no medical care or dependent care expenses incurred by or with respect to a Non-Tax Dependent of a Participant shall be eligible for reimbursement as eligible expenses under the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

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## **V. ARTICLE - PARTICIPANT ELECTIONS**

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### **01. INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of the Section titled: "Eligibility" on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his or her effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### **02. SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form or electronically, as provided by the Administrator, which spending account Benefit options he wishes to participate in. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which immediately follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- a. A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- b. A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing or by electronic notification, as determined by the Employer, during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- c. An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in the Section titled: "Change of Status".

### **03. FAILURE TO ELECT**

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits, subject to the provisions of the Section titled: "Change in Status" below.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

### **04. CHANGE IN STATUS**

- a. **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict with any of the provisions of this Plan, then such rules and regulations shall control. See below in this Section for other situations in which changes in Benefit elections are permitted.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains eligibility for coverage under any other plan, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan is consistent with that change in status only if coverage for that individual becomes applicable or is increased under said other plan. Also, if the Participant, Spouse or Dependent loses eligibility for coverage under any other plan, then a Participant's election under the Plan to start or increase coverage for that individual under the Plan is consistent with that change in

status only if coverage for that individual ceases or is decreased under said other plan.

Regardless of the consistency requirement, if the individual, or the individual's Spouse or Dependent, becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

1. **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
2. **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
3. **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
4. **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
5. **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

- b. **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP), provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.
- c. **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) (collectively, an "order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) that requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):
  1. The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
  2. The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan, and such coverage is actually provided.
- d. **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under

the Plan if a benefit package option under the Plan provides similar coverage.

- e. **Cost increase or decrease.** Notwithstanding subsection (a), if the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

- f. **Loss of coverage.** Notwithstanding subsection (a), if the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- g. **Addition of a new benefit.** Notwithstanding subsection (a), if, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.
- h. **Loss of coverage under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- i. **Change of coverage due to change under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse, former Spouse's employer or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse, former Spouse's employer or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse, former Spouse's employer or Dependent's employer.
- j. **Change in dependent care provider.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in a dependent care provider. The availability of dependent care services from a new dependent care provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).
- k. Notwithstanding subsection (a), a Participant may prospectively revoke his or her election of group health plan coverage if (i) the Participant changes from full-time employment (i.e., an average of 30 hours of service per week) to part-time employment (i.e., an average of less than 30 hours of service per week), even if the Participant continues to be eligible for coverage under the group health plan, and (ii) the Participant, and any related individuals whose coverage is also to be revoked, intend to enroll in another plan that provides minimum essential coverage and is effective no later than the first day of the second month after the month during which the revocation is effective.
- l. Notwithstanding subsection (a), a Participant may prospectively revoke his or her election of group health plan coverage if (i) the Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace, or seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period, and (ii) the Participant, and any related individuals whose coverage is also to be revoked, intend to enroll in a Qualified Health Plan through a Marketplace that is effective no later than the day immediately following the effective date of the revocation.



- m. **Health Savings Account changes** Notwithstanding subsection (a), with regard to the Health Savings Account Benefit specified in the Article titled: "Benefits", a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.
- n. **Health Flexible Spending Account cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.
- o. **Limited Purpose Flexible Spending Account cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Limited Purpose Flexible Spending Account as a result of a cost or coverage change under any health insurance contract.

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## VI. ARTICLE - HEALTH FLEXIBLE SPENDING ACCOUNT

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### 01. ESTABLISHMENT OF BENEFIT

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of allowable Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Participant's Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

### 02. DEFINITIONS

For the purposes of this Article and the Plan, the terms below have the following meanings:

- a. **"Health Flexible Spending Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by the Participant, his or her Spouse and his or her Dependents may be reimbursed.
- b. **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:
  1. one of the 5 highest paid officers;
  2. a shareholder who owns (or is considered to own, applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
  3. among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).
- c. **"Limited Purpose Flexible Spending Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Plan Benefit Dollars may be allocated and from which all allowable Dental, Vision, and Preventative Care Expenses incurred by a Participant, his or her Spouse or his or her Dependents may be reimbursed. This account is for Participants that are making contributions to a Health Savings Account (HSA) within the same plan year.
- d. **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his or her tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his or her Spouse or Dependent.
- e. A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).
- f. The definitions of the Article titled: "Plan Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 03. FORFEITURES

A Participant in the Health Care Flexible Spending Account may roll over up to \$570.00 of unused funds at the end of one Plan Year to the next Plan Year. The maximum limit may increase from year-to-year as provided under IRS Notice 2020-33 and Section 125(i) of the Internal Revenue Code. These funds can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirections otherwise permitted for said next Plan Year. Unused amounts are those remaining after all eligible expenses for the Plan Year have been reimbursed. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Unused amounts in excess of maximum limit will be forfeited.

A Participant in the Limited Purpose Flexible Spending Account may roll over up to \$570.00 of unused funds at the end of one Plan Year to the next Plan Year. The maximum limit may increase from year-to-year as provided under IRS Notice 2020-33 and Section 125(i) of the Internal Revenue

Code. These funds can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirections otherwise permitted for said next Plan Year. Unused amounts are those remaining after all eligible expenses for the Plan Year have been reimbursed. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Unused amounts in excess of maximum limit will be forfeited.

#### 04. **LIMITATION ON ALLOCATIONS**

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary redirections that may be allocated to the Health Flexible Spending Account by a Participant in any Plan Year is \$2,850.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code.

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary redirections that may be allocated to the Limited Purpose Flexible Spending Account by a Participant in any Plan Year is \$2,850.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code.

**Carryover:** A Participant in the Health Care Flexible Spending Account may roll over up to \$570.00 of unused funds at the end of one Plan Year to the next Plan Year. The maximum limit may increase from year-to-year as provided under IRS Notice 2020-33 and Section 125(i) of the Internal Revenue Code. These funds can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirections otherwise permitted for said next Plan Year. Unused amounts are those remaining after all eligible expenses for the Plan Year have been reimbursed. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Unused amounts in excess of maximum limit will be forfeited.

**Carryover:** A Participant in the Limited Purpose Flexible Spending Account may roll over up to \$570.00 of unused funds at the end of one Plan Year to the next Plan Year. The maximum limit may increase from year-to-year as provided under IRS Notice 2020-33 and Section 125(i) of the Internal Revenue Code. These funds can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirections otherwise permitted for said next Plan Year. Unused amounts are those remaining after all eligible expenses for the Plan Year have been reimbursed. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Unused amounts in excess of maximum limit will be forfeited.

#### 05. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.
- b. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section and/or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

#### 06. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Plan are eligible to receive Benefits under this Health Flexible Spending Account. Enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

#### 07. **HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS**

- a. **Expenses must be incurred during Plan Year.** All eligible Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed, subject to the Section titled: "Termination of Employment", even though the

submission of such a claim occurs after his or her participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

- b. **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his or her Spouse or Dependents.
- c. **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time after incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.
- d. **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after the end of the month.

#### 08. **DEBIT AND CREDIT CARDS**

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

- a. **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.
- b. **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued or remain in effect for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.
- c. **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in the Section titled: "Limitation on Allocations".
- d. **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.
- e. **Card use.** The cards shall only be used for Medical Expense purchases as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, including, but not limited to, the following:
  - 1. Co-payments for doctor and other medical care;
  - 2. Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
  - 3. Purchase of medical items such as eyeglasses, syringes, crutches, etc.
- f. **Substantiation.** Such purchases by the cards shall be subject to confirmation by the Administrator, usually by requiring the Participant to submit a receipt from a service provider

describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation by the Administrator.

- g. **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.
1. Repayment of the improper amount by the Participant;
  2. Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal and state law;
  3. Claims substitution or offset of future claims until the amount is repaid; and
  4. If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

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## VII. ARTICLE - DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

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### 01. ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### 02. DEFINITIONS

For the purposes of this Article and the Plan, the terms below shall have the following meaning:

- a. **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.
- b. **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.
- c. **"Employment-Related Dependent Care Expenses"** means the amounts paid for those expenses of a Participant that, if paid by the Participant, would be considered employment related expenses under Code Section 21(b)(2). Generally, they include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period during which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for, the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:
  1. If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment Related Dependent Care Expenses only if incurred for a Qualifying Dependent (as defined in the "Definitions" Section of the Article titled: "Dependent Care Flexible Spending Account") who regularly spends at least eight (8) hours per day in the Participant's household;
  2. If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
  3. Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid to or incurred by a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.
- d. **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,
  1. a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;
  2. a Dependent or Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or
  3. a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).
- e. The definitions of the Article titled: "Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### 03. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

**04. INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the amount of Cafeteria Plan Benefit Dollars that he has elected to apply toward his or her Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

**05. DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of the Participant pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof.

**06. ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in the Section titled: "Limitation on Payments" below, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

**07. ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under the Section titled: "Definitions" during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

**08. FORFEITURES**

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

**09. LIMITATION ON PAYMENTS**

- a. **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any tax year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000.00 (or cannot exceed \$5,000 as provided under Code Section 129 or \$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

**10. NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination is prohibited under Code Section 129(d).
- b. **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of (i) the stock of, or (ii) the capital or profits interest in, the Employer.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination is prohibited by Code Section 129, it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

#### **11. COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

#### **12. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS**

The Administrator shall direct the payment of all qualified Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- a. The Dependent or Dependents for whom the services were performed;
- b. The nature of the services performed for the Dependent, the cost of which the Participant wishes reimbursement;
- c. The relationship, if any, of the person performing the services to the Participant;
- d. If the services are being performed by a child of the Participant, the age of the child;
- e. A statement as to where the services were performed;
- f. If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- g. If the services were being performed in a day care center, a statement:
  1. that the day care center complies with all applicable laws and regulations of the state of residence,
  2. that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  3. of the amount of fee paid to the provider.
- h. If the Participant is married, a statement containing the following:
  1. the Spouse's salary or wages, if he or she is employed, or
  2. If the Participant's Spouse is not employed, that
    - i. he or she is incapacitated, or
    - ii. he or she is a full-time student attending an educational institution, and the months of the year during which he or she attends such institution.
- i. **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.



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## **VIII. ARTICLE - ADMINISTRATION**

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### **01. PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person or persons, including, but not limited to, one or more Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or may be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery if no date is specified. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- a. To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- b. To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- c. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- d. To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- e. To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- f. To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- g. To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such should be paid. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- h. To establish and communicate procedures to determine whether a medical child support order is qualified; and
- i. To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

### **02. EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to their interest under the Plan.

### **03. PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

**04. INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer or other benefit program that is self-insured whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

**05. INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

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## **IX. ARTICLE - AMENDMENT OR TERMINATION OF PLAN**

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### **01. AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state and local laws, statutes and regulations.

### **02. TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such accounts shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

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## **X. ARTICLE - MISCELLANEOUS**

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### **01. PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

### **02. GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

### **03. WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

### **04. EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

### **05. PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

### **06. ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by the Employer.

### **07. EMPLOYER'S PROTECTIVE CLAUSES**

- a. **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- b. **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

### **08. NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

### **09. INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant

as regular cash compensation, plus the Participant's share of any Social Security tax and Medicare tax that would have been paid on such compensation, less any such additional income tax, Social Security tax, and Medicare tax actually paid by the Participant.

**10. FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

**11. GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of Missouri.

**12. SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

**13. CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

**14. CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

**15. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

**16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

**17. COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

- a. **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- b. **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- c. **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.
- d. **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health

Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
  - i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
  - ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
  - iii. mitigation of any harm caused by the breach, to the extent practicable; and
  - iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- e. **Certification.** The Employer must and hereby does provide certification to the Plan that it agrees to adopt all required provisions as mandated under HIPAA for all non-exempt group health plans, including the following:
  1. Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
  2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
  3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
  4. Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
  5. Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
  6. Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
  7. Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
  8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
  9. If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
  10. Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.

18. **COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- a. **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- b. **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- c. **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "Compliance with HIPAA Privacy Standards".



## City of Gladstone

City of Gladstone  
7010 N. Holmes Street  
Gladstone, MO 64118

### City of Gladstone Flexible Spending Plan

#### Summary Plan Description

Amended and Restated July 01, 2022



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# City of Gladstone

## City of Gladstone Flexible Spending Plan

### INTRODUCTION

The Company's Flexible Benefit Plan ("Plan") has been established to allow Eligible Employees to pay for certain benefits on a pre-tax basis. There are specific benefits that you may elect, and they are outlined in this Summary Plan Description. You will also be informed about other important information concerning the Plan, such as the conditions you must satisfy before you can join and the laws that protect your rights.

Read this Summary Plan Description ("SPD") carefully so that you understand the provisions of the Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the Plan document, which governs the operation of the Plan. The Plan document is written in much more technical language. Please note that if the non-technical language in this SPD and the legal language of the Plan document conflict, the Plan document will always govern the Plan. Also, if there is a conflict between any of the insurance contracts and either the Plan document or this Summary Plan Description, the insurance contracts will control the respective insurance policies. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan is subject to the Internal Revenue Code and other federal and state laws and regulations that may affect your rights under this plan. This SPD explains the current details of the Plan in order to comply with all applicable legal requirements. From time to time, the Plan may be revised due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. This Plan may be amended or terminated by the Company. If the Plan is ever amended or changed, the Company will notify you.

This SPD was designed to provide you with information regarding the Company Flexible Benefit Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other assigned person). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About our Plan."

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### I. ARTICLE - ELIGIBILITY

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#### 01. How can I participate in the Plan?

Before you can become a Participant in the Plan, there are certain conditions that you must satisfy. First, you must be an active employee working 30 or more hours per week or 130 hours per month and meet the eligibility requirements.

After that, you must enroll in the Plan on the "entry date" that has been established for all employees. The "entry date" is defined in Question 3 below. However, in certain limited situations, you may enroll in the Plan at other times as well. See the Article titled: "Contributions".

#### 02. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan and the other eligibility requirements established by your employer as defined in section 1.

#### 03. When can I enter the plan?

An Eligible Employee shall become a Participant when the following condition(s) is/are met:

First of the month following hire date except for Cancer Insurance coverage. The plan entry date for Cancer Insurance is first of the month following 30 days of employment.

#### 04. How do I enroll in the Plan?

Before you can join the Plan, you must complete an enrollment form. The enrollment form will allow you to select which benefits you want to participate in under the Plan. This form will also authorize the Company to redirect some of your earnings in order to pay for the benefits you select.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan. These benefits are listed in the Article titled: "Benefits".

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## **II. ARTICLE - OPERATION**

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### **01. How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your earnings contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your earnings that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses that you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under this Plan, you cannot claim a Federal income tax credit or deduction on your return. Participation in this plan is completely voluntary.

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### **III. ARTICLE - CONTRIBUTIONS; ELECTIONS**

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**01. How much of my pay may the Employer redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year on a per payroll basis.

**02. What happens to contributions made to the Plan?**

Prior to the Plan start date each year, you must decide on the amount of pre-tax dollars you want to contribute to the Plan. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, those dollars will be used to pay those expenses as they arise during the Plan Year. In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) at the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer.

For information regarding the administration of contributions in specific accounts under this Plan, please refer to the Article titled: "Benefits".

**03. When must I decide which accounts I want to use?**

You are required by Federal regulations to decide during the enrollment or election period (defined below) prior to the Plan Year start. You must decide which accounts you want and how much you want to contribute to each account.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance, unless you elect during the election period (defined below) not to participate in the Plan.

**04. When is the election period for our Plan?**

You will make your initial election on or before your entry date. (Please review the Article titled: "Eligibility" to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Company and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Company will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

**05. May I change my elections during the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections.

You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you certain other rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the

law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if the Company adds a new coverage option or eliminates an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse, former spouse or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

In addition, there are laws that give you rights to change group health coverage for you, your spouse, and/or your dependents (i) if you go from working 30 or more hours a week to working less than 30 hours a week and you intend to enroll in certain other health plans, or (ii) if you are eligible to enroll in and intend to enroll in certain Marketplace Qualified Health Plans. If you change coverage due to rights under these laws, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the administrator.

**Health Savings Account Changes;** A participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

**06. May I make new elections in future Plan Years?**

Yes. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, the Company will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

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## **IV. ARTICLE - BENEFITS**

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### **01. What benefits are offered under the Plan?**

You may choose to receive your entire compensation or use a portion to pay for benefits under this plan.

### **02. Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code and that are not covered by our insured medical plan, and to save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account for the Plan Year is \$2,850.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. In addition, you may carry over any amount left in your account up to \$570.00. The maximum limit may increase from year-to-year as provided under IRS Notice 2020-33 and Section 125(i) of the Internal Revenue Code. This amount can be used the following Plan year to pay for eligible expenses.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. The Company will also provide you with a debit card to use to pay for qualified medical expenses. The Administrator will provide you with further details about the debit card. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. As required by law, reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A "child" is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status for purposes of coverage changes.

### **03. Limited Purpose Flexible Spending Account**

The Limited Purpose Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Limited Purpose Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket Dental, Vision, and Preventative Care Expenses incurred by you and your dependents.

Drug costs may be reimbursed if they are considered for dental, vision or preventive care.

The most that you can contribute to your Limited Purpose Flexible Spending Account each Plan Year is \$2,850.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. In addition, you may carry over any amount left in your account at the end of the Plan Year, up to \$570.00. The maximum limit may increase from year-to-year as provided under IRS Notice 2020-33 and Section 125(i) of the Internal Revenue Code. This amount can be used the following Plan year to pay for eligible expenses.

### **04. Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care costs with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

The most that you can contribute to your Dependent Care Flexible Spending Account for the Plan Year is \$5,000.00.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- a. A Dependent (Day) Care Center, provided that if care is provided by the facility for more than

six individuals, the facility complies with applicable state and local laws;

- b. An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- c. An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000.00 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed annual earned income (a spouse who is a full time student or incapable of caring for himself/herself has a deemed monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to be able to exclude from your income the reimbursements made to you from this account, you must provide on your tax form for the year the name, address, and in most cases, the taxpayer identification number of the service provider, as well as the amount of such expense. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Consult with your tax adviser for further information.

#### 05. **Premium Expense Account**

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various group insurance programs the Company offers you. These premium expenses include:

- Health care premiums under our insured group medical plan
- Dental insurance premiums
- Vision insurance premiums
- Cancer insurance premiums
- Voluntary Benefit(s)
- Health Savings Account Contributions

Under this Plan, the Company will allocate the pre-tax premium withholding to the accounts established under the Plan pursuant to the Participants' elections. Certain limits on the amount of coverage that can be paid through pre-tax premiums may apply.

The Company may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. The Company will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.



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## **V. ARTICLE - BENEFIT PAYMENTS**

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### **01. When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Health Flexible Spending Account or Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

### **02. What happens if I don't spend all Plan contributions during the Plan Year?**

If you have unused contributions in your account at the end of the current Plan Year, those monies will be forfeited to the Employer. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited.

At the end of the Plan Year, and after all eligible reimbursements have been made, any unused funds up to \$570.00 in your Health Flexible Spending Account will roll over into the new Plan Year. The maximum limit may increase from year-to-year as provided under IRS Notice 2020-33 and Section 125(i) of the Internal Revenue Code. Any unused funds left in the account in excess of maximum limit will be forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year.

At the end of the Plan Year, and after all eligible reimbursements have been made, any unused funds up to \$570.00 in your Limited Purpose Flexible Spending Account will roll over into the new Plan Year. The maximum limit may increase from year-to-year as provided under IRS Notice 2020-33 and Section 125(i) of the Internal Revenue Code. Any unused funds left in the account in excess of maximum limit will be forfeited. For the Limited Purpose Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year.

For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year.

Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

### **03. Family and Medical Leave Act (FMLA)**

If you take a leave under the Family and Medical Leave Act, you may continue, revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage for these benefits terminates, due to your revocation of the benefit to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - for example, from \$100 per month to \$150 per month, etc. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

### **04. What happens if my employment terminates?**

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- a. You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

- b. You will still be able to request reimbursement for qualifying dependent care expenses up to 90 days after the end of the month from the balance remaining in your Dependent Care Account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after termination.
- c. For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit, within 90 days after the end of the month, claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."
- d. For the Limited Purpose Flexible Spending Account coverage on termination of employment, please see the Section entitled "Continuation Coverage Rights Under COBRA." Upon termination of employment, your participation in the Limited Purpose Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit, within 90 days after the end of the month, claims for eligible dental or vision expenses that were incurred before the end of the period for which payments to the Limited Purpose Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

05. **Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as the Company contributions to Social Security on your behalf.

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## **VI. ARTICLE - HIGHLY COMPENSATED AND KEY EMPLOYEES**

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### **01. Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or are highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

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## **VII. ARTICLE - PLAN ACCOUNTING**

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### **01. Periodic Statements**

Periodically during the Plan Year, the Administrator will provide you with a statement of your account that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

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## VIII. ARTICLE - GENERAL INFORMATION ABOUT OUR PLAN

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This Section contains certain general information which you may need to know about the Plan.

### 01. General Plan Information

City of Gladstone Flexible Spending Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The company amends and restates this Plan as of July 01, 2022 with an original effective date of July 01, 2014.

Your Plan's records are maintained on a twelve-month period of time known as the Plan Year. The Plan Year begins on July 01 and ends on June 30.

### 02. Employer Information

Your Employer's name, address, and tax identification number are:

City of Gladstone  
Charlene Leslie  
7010 N. Holmes Street  
Gladstone, MO 64118  
816-423-4098  
charlenel@gladstone.mo.us  
FEIN: 44-6005624

### 03. Plan Administrator Information

The name and address of your Plan's Administrator are:

City of Gladstone  
7010 N. Holmes Street  
Gladstone, MO 64118  
816-423-4098  
charlenel@gladstone.mo.us

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

### 04. Agent for Service of Legal Process

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the Plan. The Plan's Agent of Service is:

City of Gladstone  
7010 N. Holmes Street  
Gladstone, MO 64118  
816-423-4098  
charlenel@gladstone.mo.us

### 05. Type of Administration

The type of Administration is Employer Administration.

### 06. Claims Submission

Claims for expenses should be submitted to:

Flex Made Easy  
4551 W 107th St. Suite 310  
Overland Park, KS 66207

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## **IX. ARTICLE - CONTINUATION COVERAGE RIGHTS UNDER COBRA**

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Under the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") beyond the time when coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

### **01. What is COBRA continuation coverage?**

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

### **02. Who can become a Qualified Beneficiary?**

In general, a Qualified Beneficiary can be:

- a. Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- b. Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

### **03. What is a Qualifying Event?**

A Qualifying Event is any of the following if the Plan provides that the Plan participant will lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- a. The death of a covered Employee.

- b. The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- c. The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- d. A covered Employee's enrollment in any part of the Medicare program.
- e. A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

**04. What factors should be considered when determining to elect COBRA continuation coverage?**

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. You should be aware that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

**05. What is the procedure for obtaining COBRA continuation coverage?**

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

**06. What is the election period and how long must it last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

**07. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?**

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- a. the end of employment or reduction of hours of employment,
- b. death of the employee,
- c. commencement of a proceeding in bankruptcy with respect to the Employer, or
- d. entitlement of the employee to any part of Medicare.

## IMPORTANT:

**For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.**

**NOTICE PROCEDURES:** Any notice that you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Gladstone

7010 N. Holmes Street  
Gladstone, MO 64118

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives timely notice that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

**08. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

**09. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

**10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:



- a. The last day of the applicable maximum coverage period.
- b. The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- c. The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- d. The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- e. The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- f. In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
  - 1. (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
  - 2. the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

#### **11. What are the maximum coverage periods for COBRA continuation coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- a. In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- b. In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
  - 1. 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
  - 2. 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- c. In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- d. In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

#### **12. Under what circumstances can the maximum coverage period be expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of

the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

**13. How does a Qualified Beneficiary become entitled to a disability extension?**

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

**14. Does the Plan require payment for COBRA continuation coverage?**

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

**15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?**

Yes. The Plan is also permitted to allow for payment at other intervals.

**16. What is Timely Payment for COBRA continuation coverage?**

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

**17. Are there other coverage options besides COBRA Continuation Coverage?**

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

**18. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?**

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

**19. How is my participation in the Health Flexible Spending Account affected?**

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money

than you have taken out in claims. For example, if you elected to contribute an annual amount of \$750 and, at the time you terminate employment, you have contributed \$400 but only claimed \$200, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$750. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

## IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee.

### **KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

## Attachment A

### **\*\*HIPAA NOTICE OF PRIVACY PRACTICES\*\***

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

#### **Purpose**

This notice is intended to inform you of the privacy practices followed by your employer's Healthcare Flexible Spending Account Plan. It also explains the Federal privacy rights afforded to you and the members of your family as Plan Participants covered under a group health plan.

As a Plan sponsor your employer often needs access to health information in order to perform Plan Administrator functions. We want to assure the Plan Participants covered under our group health plan that we comply with Federal privacy laws and respect your right to privacy. We require all members of our workforce and third parties that are provided access to health information to comply with the privacy practices outlined below.

#### **Uses and Disclosures of Health Information**

**Healthcare Operations.** We use and disclose health information about you in order to perform Plan administration functions such as quality assurance activities, resolution of internal grievances, and evaluating plan performance. For example, we review claims experience in order to understand utilization and to make plan design changes that are intended to control health care costs.

**Payment.** We may also use or disclose identifiable health information about you without your written authorization in order to determine eligibility for benefits, seek reimbursement from a third party, or coordinate benefits with another health plan under which you are covered. For example, a healthcare provider that provided treatment to you will provide us with your health information. We use that information to determine whether those services are eligible for payment under our group health plan.

**Treatment.** Although the law allows use and disclosure of your health information for purposes of treatment, as a Plan sponsor we generally do not need to disclose your information for treatment purposes. Your physician or healthcare provider is required to provide you with an explanation of how they use and share your health information for purposes of treatment, payment, and healthcare operations.

**As permitted or required by law.** We may also use or disclose your health information without your written authorization for other reasons as permitted by law. We are permitted by law to share information, subject to certain requirements, in order to communicate information on health-related benefits or services that may be of interest to you, respond to a court order, or provide information to further public health activities (e.g., preventing the spread of disease) without your written authorization. We are also permitted to share health information during a corporate restructuring such as an merger, sale, or acquisition. We will also disclose health information about you when required by law, for example, in order to prevent serious harm to you or others.

**Pursuant to your Authorization.** When required by law, we will ask for your written authorization before using or disclosing your identifiable health information. If you choose to sign an authorization to disclose information, you can later revoke that authorization to cease any future uses or disclosures.

**Right to Inspect and Copy.** In most cases, you have a right to inspect and copy the health information we maintain about you. If you request copies, we will charge you \$0.05 (5 cents) for each page. Your request to inspect or review your health information must be submitted in writing to the person listed below.

**Right to an Accounting of Disclosures.** You have a right to receive a list of instances where we have disclosed health information about you for reasons other than treatment, payment, healthcare operations, or pursuant to your written authorization.

**Right to Amend.** If you believe that information within our records is incorrect or missing, you have a right to request that we correct the incorrect or missing information.

**Right to Request Restrictions.** You may request in writing that we not use or disclose information for treatment, payment, or other administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. We will consider your request, but are not legally obligated to agree to those restrictions.

**Right to Request Confidential Communications.** You have a right to receive confidential communications containing your health information. We are required to accommodate reasonable requests. For example, you may ask that we contact you at your place of employment or send communications regarding treatment to an alternate address.

**Right to Receive a Paper Copy of this Notice.** If you have agreed to accept this notice electronically, you also have a right to obtain a paper copy of this notice from us upon request. To obtain a paper copy of this notice, please contact the person listed below.

#### **Legal Information**

The Company is required by law to protect the privacy of your information, provide this notice about information practices, and follow the information practices that are described in this notice.

We may change our policies at any time. Before we make a significant change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our current notice at any time. For more information about our

privacy practices, contact the person listed below:

City of Gladstone  
Charlene Leslie  
7010 N. Holmes Street  
Gladstone, MO 64118  
816-423-4098  
charlenel@gladstone.mo.us

If you have any questions or complaints, please contact the Plan Administrator listed under the Article titled: "General Information About Our Plan".

#### **Filing a Complaint**

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services; Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit [www.hhs.gov/ocr](http://www.hhs.gov/ocr) for further information.



## *Request for Council Action*

RES ☒ # R-22-19

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 5/17/2022

Department: General Administration

Meeting Date Requested: 5/23/2022

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

Subject: City of Gladstone Flexible Benefits Plan

Background: Generally, the Flexible Benefits Plan allows employees to deduct select healthcare premiums from gross earnings before taxes are computed. More specifically, a Flexible Spending Account (FSA) provision allows employees to elect a pre-tax amount to be withheld from their paycheck each month and held in a separate account. The funds in this account are then made available to eligible employees to use their contributions to pay or be reimbursed for eligible out-of-pocket expenses (medical, dependent care and limited health). Typically, this gives employees more spendable income because current after-tax expenses, such as health care expenses and benefits, can be paid for with pre-tax dollars.

In 2016, we amended the medical and limited health flexible benefit plan to allow for the \$500 rollover provision. Under the Consolidate Appropriations Act and American Rescue Plan we amended the plan again; the IRS modified the “use it or lose it” rule to allow plans to rollover an unlimited amount of unused funds from the 2020/2021 plan year to the 2021/2022 plan year and increased the annual dependent care flexible spending accounts (FSAs) pre-tax contribution limit to \$10,500 (up from \$5,000 for single taxpayers and married couples filing jointly) and up to \$5,200 (up from \$2,500) for married individuals filing separately. The limit applied to taxable years beginning after December 31, 2020 and before January 1, 2022.

Presently, the IRS has modified the “use it or lose it” rule to allow FSA plans to rollover \$570 of unused funds at the end of one plan year to the next plan year. The amounts carried over do not affect the maximum amount of salary redirection otherwise permitted for said next Plan Year. The 2022 medical and limited FSA contributions have been limited to \$2,850. The IRS has also modified the annual dependent care FSAs pre-tax contribution limit for 2022 to \$5,000.

We respectfully request an amendment to provisions of the City’s flexible benefits plan to recognize the rollover provision and maximum limits of the FSAs as provided under IRS Notice 2020.33 and Section 125 of the Internal Revenue Code. Therefore, we respectfully request authorization from the Council to approve and execute the restated plan and authorize the City Manager to execute and take the necessary actions to properly implement the Plan and distribute the Summary Plan Description of the Plan. Thank you for the opportunity to assist with this important employee benefit.

Budget Discussion: Funds are budgeted in the amount of \$ 0 from the N/A Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years’ funding was \$

Public/Board/Staff Input:

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

Charlene Leslie  
Department Director/Administrator

CW  
City Attorney

SW  
City Manager

**RESOLUTION NO. R-22-20**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SUMNER ONE FOR THE PURCHASE OF COPY MACHINES FOR ALL CITY LOCATIONS IN THE AMOUNT OF \$41,000.**

**WHEREAS**, the present copy machines were purchased in 2013 and have reached the end of their useful life; and

**WHEREAS**, City Staff and Sumner One have maintained a mutually beneficial relationship with the previous purchase and current servicing of the copy machines; and

**WHEREAS**, Sumner One is a participating vendor with the AEPA Co-op and Kyocera Document Solutions America, satisfying the requirements of the City's purchasing policy; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to contract with Sumner One for the purchase of eight copy machines for various locations within the municipality.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute an agreement with Sumner One for the purchase of copy machines for various municipal buildings at a cost not to exceed \$41,000.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 23<sup>th</sup> DAY OF MAY 2022.**

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

ATTEST:

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





# ImageCARE Total Care Maintenance Agreement

8058 Flint  
Lenexa, KS 66214

Phone: 913-599-0299 - Web: www.sumnerone.com

<b>BILL-TO</b>	Company Name	City of Gladstone	Account Number	504566	Reference Number	956712328
	Billing Address	PO BOX 10719	City	Kansas City	State	MO Zip Code 64188-0719
	Contact Name	Accounts Payable	Phone Number		Email Address	

<b>SHIP-TO</b>	Company Name	City of Gladstone	Account Number		Office Hours	
	Shipping Address	Multiple Locations	City	Gladstone	State	Mo Zip Code 64118
	Contact Name	Dominic Accurso	Phone Number		Email Address	dominica@gladstone.mo.us

<b>EQUIPMENT INFORMATION</b>	Contract Start Date	Agreement Number	Comments: replace tag# W4241, W4235, W4233, W4485, W4237, L8997, W4234, W4238, W4240, L8308, W4236,			
	Term		This Maintenance Agreement Replaces Present Agreement:			
	<input checked="" type="checkbox"/> New Equipment (5 year performance guarantee) <input type="checkbox"/> Refurbished Equipment (3 year performance guarantee) <input type="checkbox"/> Used Equipment (1 year performance guarantee)		Model# Canon/ Kyocera Tag #: See Above			
	Model Number	Tag #	Serial #	Total Meter Start	Total Black Meter	Total Color Meter
	5053ci - City Hall IT office					
	5053ci - Community Center					
	5053ci - City Hall Main					
	M3655idn - Fire Station					
	4003ii - Public Works					
	4003i - Public Safety / Police Station					
4003i - Finance						
4003i - Dispatch						

<b>MAINTENANCE PLANS</b>	<input type="checkbox"/> <b>SumnerOne Lease Plan</b>		<input checked="" type="checkbox"/> <b>SumnerOne Monthly Plan</b>	
	Monthly payment covers _____ B&W impressions per month And/or _____ color impressions per month. Additional impressions to be invoiced <b>monthly</b> : \$ _____ per B&W impression and \$ _____ per Color impression.		Customer agrees to pay monthly in advance \$ <b>280.00</b> per month. For a period of one (1) year which covers <b>39,000</b> B&W impressions per month And/Or _____ Color impressions per month. Additional copies to be invoiced <b>monthly</b> : \$ <b>0.007</b> per B&W impression and \$ <b>\$0.025 / \$0.05</b> per Color Impression.	
	<input type="checkbox"/> <b>SumnerOne Annual Plan</b>		<input type="checkbox"/> <b>SumnerOne Quarterly Plan</b>	
	Customer agrees to pay in advance \$ _____ which covers one (1) year and _____ B&W impression per year. And/Or _____ Color impressions per year. Additional copies to be invoiced <b>annually</b> at \$ _____ per B&W impression and \$ _____ per Color impression.		Customer agrees to pay quarterly in advance \$ _____ per quarter. For a period of one (1) year which covers _____ B&W impressions per quarter And/Or _____ Color impressions per quarter. Additional copies to be invoiced <b>quarterly</b> : \$ \$ _____ - per B&W impression and \$ \$ _____ - per Color Impression.	

### SumnerOne Preventive Maintenance Guarantee

The SumnerOne Preventive Maintenance Guarantee is a service management process designed to systematically inspect and proactively maintain equipment in order to minimize untimely failures and maximize a long operating life. The Company will provide Preventive Maintenance conveniently to scheduled at your request to inspect, clean and lubricate your equipment. The Company's computerized materials management system records part utilization history and establishes the inventory levels necessary to assist in anticipating the Customer's needs. The Company will replace all parts and install upgrades or factory retrofits as required.

### SumnerOne Response Time Guarantee

The Company guarantees an average response time for service (excluding scheduled Preventive Maintenance calls) of four (4) hours or less within the metropolitan area Monday through Friday, 8:00 am until 5:00 pm, excluding holidays. The Company's response time is calculated by recording the time we received your call and subtracting it from the time our technician is on location to repair the equipment. Should the Company not maintain an average response time for a twelve (12) month period of four (4) hours or less, the Company will credit ten percent (10%) of the next six (6) months service contract.

### SumnerOne Free Loaner Guarantee

The Customer has the added security of knowing that if their equipment is not performing to the manufacturer's specifications or is required to be returned to the Company's service facility for any reason, a loaner machine will be delivered FREE OF CHARGE within eight (8) business hours of the decision to provide the loaner.

### SumnerOne No Lemon Replacement Guarantee

The Company will replace the equipment specified herein with a like or substantially similar piece of equipment should the Company be unable to maintain the equipment to manufacturer's specifications within thirty (30) days after the enactment of the Free Loaner Guarantee.

### SumnerOne MAXimizer Training Guarantee

The Company guarantees to provide a one hour (1) MAXimizer/ST™ Stand-Alone Training Module which covers a stand-alone equipment overview, basic operations, advanced operations, troubleshooting and maintenance. The MAXimizer/ST™ Stand-Alone Module provides for a one (1) time class with up to five (5) users trained. Additional training will be provided at the Company's then current hourly training rates.

### SumnerOne Lease Upgrade Guarantee

The Customer has the option to upgrade their SumnerOne leased equipment to a new lease with SumnerOne for a similar or higher capacity model, based on the following lease payment intervals:

Term if Original Lease (Number of Payments)	Minimum Number of Lease Payments Made (If Continuously Covered by this TCMA)	Minimum Number of Lease Payments Made (If Not Continuously Covered by this TCMA)
36	18	22
48	24	30
60	30	39
DocuBLOCK		50% of Total Impressions Made and Paid For.

### SumnerOne Purchase Upgrade Guarantee

The Customer has the option to upgrade their current SumnerOne copier to another SumnerOne copier of the same or greater list price on the following basis: The Company will allow 100% of the net cash price paid for the original copier as a trade-in allowance off the Company's current list price of a new copier, less a usage charge on the original copier. The usage charge, based on a net cash price, will be four percent (4%) per month for the first six (6) months you have the equipment, three percent (3%) per month for months seven through twelve (7-12), two percent (2%) for months thirteen through twenty-four (13-24) and one percent (1%) per month thereafter.

### SumnerOne Lease Cancellation Guarantee

The Customer has the option to cancel their SumnerOne Lease Agreement at the end of any twelve (12) month anniversary of the commencement date of the lease by paying the remaining lease charges due for the original term, less a prepayment discount. The prepayment discount will be calculated by multiplying the prime interest rate listed in The Wall Street Journal on the day this option is exercised by the remaining payments. Final payment must be received by SumnerOne within ninety (90) days of the exercised date of this cancellation option.

- In consideration of the performance and observance by the customer of the terms and conditions herein, the Company agrees, subject to terms and conditions herein, to perform all necessary service on the equipment described herein according to manufacturer's specifications unless the equipment malfunction is caused by fire, act of God, vandalism, customer misuse or neglect, or unauthorized modifications or repairs. The terms, conditions, and performance guarantees described herein are in effect for a term of five (5) years for new equipment and three (3) years for refurbished equipment, provided the equipment has been continuously covered under this Agreement and has not been placed in an environment where it is being used on a regular basis in excess of the manufacturers monthly volume recommendations.
- Customer agrees to appoint a key operator to exert reasonable care in the operation of the equipment and provide all consumable supply items as will be subject to a surcharge. Only supplies (other than paper) that are produced by the Original Equipment Manufacturer (OEM) and obtained through the Company or a Company approved supplier may be used in conjunction with this Agreement. The Customer agrees to keep the supplies provided by this Agreement in a safe place and only use them in the equipment covered by this Agreement.
- All scheduled service calls and intervening calls will be performed during the Company's normal working hours. Service calls requested for those other than the company's normal working hours will be charged to the customer at the Company's then current rate for after hours service. Should the Customer relocate the equipment, the rate could be increased for the balance of the term.
- This Maintenance Agreement is automatically renewed (unless terminated in writing by the Company) under the existing conditions for successive one (1) year periods upon invoicing by the Company at the rate in effect at the time of renewal unless terminated in writing 30 days prior to expiration of the existing agreement. The Company reserves the right to increase this Maintenance Agreement on an annual basis as dictated by changing market conditions. Terms and conditions stipulated under Section (4.) do not apply to DocuBLOCK Agreements.
- The Company shall not be obligated to provide the guarantees and services as called for in this Agreement unless the customer is current with all payments due the Company under the terms of this Agreement or any other agreement relating to the lease or purchase of the specified equipment.
- This Agreement is subject to the approval of the Company.
- EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED WITH RESPECT TO SERVICES OR PRODUCTS FURNISHED HEREUNDER INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Agreement is: ☒ Accepted ☐ Declined

**X**  
CUSTOMER SIGNATURE

Title

Date

SumnerOne AUTHORIZED MANAGEMENT APPROVAL

Title

Date



# Purchase Placement

8058 Flint  
Lenexa, KS 66214

Phone: 913-599-0299 - Web: www.sumnerone.com

BILL-TO	Company Name	City of Gladstone		Account Number	504566		Reference Number	956712328			
	Billing Address	PO BOX 10719		City	Kansas City		State	MO	Zip Code 64188-0719		
	Contact Name	Accounts Payable		Phone Number			Email Address				
SHIP-TO	Company Name	City of Gladstone				Office Hours					
	Shipping Address	Multiple Locations throughout the city		City	Gladstone		State	Mo	Zip Code 64118		
	Contact Name	Dominic Accurso		Phone Number	816-436-2200		Email Address	dominica@gladstone.mo.us			
DELIVERY	Sales Consultant	Nick Cirrintano		Ext #	2252		Model	C5250	Tag # W4241	<input checked="" type="checkbox"/> SOI <input type="checkbox"/> 3rd Party ETA:	
	Delivery Type	<input checked="" type="checkbox"/>	Installation	<input checked="" type="checkbox"/>	Pick-Up		Model	4045	Tag # W4235	<input checked="" type="checkbox"/> SOI <input type="checkbox"/> 3rd Party ETA:	
	Installation Instructions	<input checked="" type="checkbox"/>	Connected	<input checked="" type="checkbox"/>	Training		Model	6275	Tag # W4233	<input checked="" type="checkbox"/> SOI <input type="checkbox"/> 3rd Party ETA:	
	Requested Delivery Date	ASAP	<input type="checkbox"/>	Stairs	<input type="checkbox"/>	Elevator		Model	4245	Tag # W4485	<input checked="" type="checkbox"/> SOI <input type="checkbox"/> 3rd Party ETA:
	Meters						Model	4045	Tag # W4237	<input checked="" type="checkbox"/> SOI <input type="checkbox"/> 3rd Party ETA:	
	Delivery Instructions							Model	5050	Tag # L8997	<input checked="" type="checkbox"/> SOI <input type="checkbox"/> 3rd Party ETA:
								Model	6275	Tag # W4234	<input checked="" type="checkbox"/> SOI <input type="checkbox"/> 3rd Party ETA:
							CUSTOMER AGREES: X				
							The listed equipment does not have liens or leases bond by any other company and SumnerOne is released from any liability when disposing of said units.				

QTY	MODEL	DESCRIPTION	Part Number	Tag #	Serial #
1	5053ci - City Hall IT Office	50 ppm Color - 2 x 1,500 sheet trays, 4,000 sheet staple, Punch			
1	5053ci - Community Center	50 ppm Colo - 2x1,500 sheet trays, 4,000 sheet staple punch			
1	5053ci - City Hall Main	50 ppm Color - 2x1,500 sheet trays, 4,000 sheet staple punch + Side paper deck			
1	M3655idn - Fire Station	Desktop 55ppm MFP w/ 2 x 500 sheet paper trays + Fax			
1	4003i - Public Works	40 ppm b/w - 2x 1,500 sheet trays + 1,000 sheet stape, + fax			
1	4003i - Police Station	40 ppm b/w - 2x 1,500 sheet trays + 1,000 sheet stape, + side paper deck			
1	4003i - Finance	40 ppm b/w - 2x 1,500 sheet trays + 1,000 sheet stape, + side paper deck + fax			
1	4003i - Dispatch	40 ppm b/w - 2x 1,500 sheet trays			

Sales Price	(Plus)	Freight	(Equals)	Sub Total	Tax Rate	(Plus)	Sales Tax	(Equals)	Total Sale Price
\$40,466.00	+	\$0.00	=	\$40,466.00		+	exempt	=	\$40,466.00
AGREEMENT INSTRUCTIONS									

ACCEPTANCE	TERMS AND CONTRACTS ARE SPECIFIED ON THE SEPARATE LEASE AGREEMENT. THE LEASE AGREEMENT IS SUBJECT TO CREDIT ACCEPTANCE FROM SUMNERONE, INC., AND IS NOT A CONTRACT UNTIL SIGNED AT THE CORPORATE OFFICES BY AN AUTHORIZED REPRESENTATIVE.		
	X		
	CUSTOMER SIGNATURE	TITLE	DATE

**KYOCERA DIRECT SALES SUBSIDIARY DIRECTORY**

225 Sand Road, Fairfield, NJ 07004

**VP of Direct Sales: Gerry Mahoney ([Gerry.mahoney@da.kyocera.com](mailto:Gerry.mahoney@da.kyocera.com)) Cell: 781-983-0765**Divisional Administrator: Kristin Lunelli ([Kristin.lunelli@da.kyocera.com](mailto:Kristin.lunelli@da.kyocera.com)) 973-882-4434Business Planning Specialist: Mieko Takenaka ([Mieko.takenaka@da.kyocera.com](mailto:Mieko.takenaka@da.kyocera.com)) 973-461-4004Analytics Specialist: Kim Ehrentraut ([Kimberly.ehrentraut@da.kyocera.com](mailto:Kimberly.ehrentraut@da.kyocera.com)) 973-882-4232**KYOCERA DOCUMENT SOLUTIONS ALABAMA, LLC (HQ)****President: Ken Hartsock ([ken.hartsock@kdsal.com](mailto:ken.hartsock@kdsal.com)) Cell: 615-484-5505**

2192 PARKWAY LAKE DRIVE

BIRMINGHAM, AL 35244

Phone: 205-879-3309

Fax: 205-868-0344

**KYOCERA DOCUMENT SOLUTIONS ALABAMA, LLC**

2820 FAIRLANE DRIVE, Suite A7

MONTGOMERY, AL 36116

Phone: 334-271-5767

Fax: 334-271-1994

**KYOCERA DOCUMENT SOLUTIONS ALABAMA, LLC**

1706 COGSWELL AVE

PELL CITY, AL 35125

Phone: 256-362-2538

Fax: 256-362-5921

**KYOCERA DOCUMENT SOLUTIONS ALABAMA, LLC**

2962 ROSS CLARK CIRCLE

DOTHAN, AL 36301

Phone: 334-271-5767

Fax: 334-271-1994

**KYOCERA DOCUMENT SOLUTIONS NORTHERN CALIFORNIA, INC. (HQ)****President: Rick Windham ([rwindham@discoveryofficesystems.com](mailto:rwindham@discoveryofficesystems.com)) Cell: 661-312-1794**

1269 CORPORATE CENTER PARKWAY

SANTA ROSA, CA 95407

Phone: 707-570-1000

Fax: 707-570-1035

**KYOCERA DOCUMENT SOLUTIONS NORTHERN CALIFORNIA, INC.**

860 NAPA VALLEY CORPORATE WAY, SUITE A

NAPA, CA 94558

Phone: 707-570-1000

Fax: 707-255-2704

**KYOCERA DOCUMENT SOLUTIONS NORTHERN CALIFORNIA, INC.**

353 BEL MARIN KEYS, STE 10

NOVATO, CA 94949

Phone: 415-492-9289

Fax: 415-492-8204

**KYOCERA DOCUMENT SOLUTIONS NORTHERN CALIFORNIA, INC.**

4630 NORTHGATE BOULEVARD SUITE 135

SACRAMENTO, CA 95834

Phone: 707-570-1000

Fax: 916-921-1293

**KYOCERA DOCUMENT SOLUTIONS NORTHERN CALIFORNIA, INC.**

280 EAST SMITH STREET

UKIAH, CA 95482

Phone: 707-463-3528

**KYOCERA DOCUMENT SOLUTIONS WEST, LLC (HQ)****President: Michael Graves ([Michael.Graves@da.kyocera.com](mailto:Michael.Graves@da.kyocera.com)) Cell: 714-863-7964**

14101 ALTON PARKWAY

IRVINE, CA 92618



Phone: 800-996-9591	Fax: 949-580-2141
<b>KYOCERA DOCUMENT SOLUTIONS WEST, LLC</b>	
4181 RUFFIN ROAD -SUITE 101	
SAN DIEGO, CA 92123	
Phone: 858-569-2000	Fax: 858-225-0261
<b>KYOCERA DOCUMENT SOLUTIONS WEST, LLC</b>	
9301 OAKDALE, SUITE 104	
CHATSWORTH, CA 91311	
Phone: 858-569-2000	Fax: 858-225-0261
<b>KYOCERA DOCUMENT SOLUTIONS WEST, LLC</b>	
255 E. RINCON SUITE 200	
CORONA, CA 92879	
<b>KYOCERA DOCUMENT SOLUTIONS WEST, LLC</b>	
7850 SOUTH HARDY DRIVE, BUILDING B Suite 112	
TEMPE, AZ 85284	
<b>KYOCERA DOCUMENT SOLUTIONS WEST, LLC</b>	
3865 N. BUSINESS CENTER DR. SUITE 115	
TUCSON, AZ 85705	
<b>KBA DOCUMENT SOLUTIONS, LLC (HQ)</b>	
President: Todd Moody ( <a href="mailto:Todd.Moody@KBADocusys.com">Todd.Moody@KBADocusys.com</a> ) Cell: 925-433-1414	
32900 ALVARADO-NILES ROAD, SUITE 100	
UNION CITY, CA 94587	
Phone: 510-214-4040	Fax: 510-675-9272
<b>KBA DOCUMENT SOLUTIONS, LLC</b>	
2300 CLAYTON ROAD, SUITE 1300	
CONCORD, CA 94520	
Phone: 925-482-2346	
<b>KBA DOCUMENT SOLUTIONS, LLC</b>	
2511 GARDEN ROAD, SUITE A-170	
MONTEREY, CA 93940	
Phone: 831-324-6722	
<b>KBA DOCUMENT SOLUTIONS, LLC</b>	
4620 NORTHGATE BLVD, SUITE 180	
SACRAMENTO, CA 95834	
Phone: 916-928-9285	
<b>KBA DOCUMENT SOLUTIONS, LLC</b>	
49 STEVENSON STREET, SUITE 900	
SAN FRANCISCO, CA 94105	
Phone: 415-683-2682	
<b>KBA DOCUMENT SOLUTIONS, LLC</b>	
2099 GATEWAY PLACE, SUITE 360	
SAN JOSE, CA 95110	
Phone: 408-215-7661	
<b>KBA DOCUMENT SOLUTIONS, LLC</b>	
2 WEST 5 <sup>TH</sup> AVENUE	
SAN MATEO, CA 94402	
Phone: 650-401-6874	
<b>KBA DOCUMENT SOLUTIONS, LLC</b>	
414 FIRST STREET EAST #14	

SONOMA, CA 95476
Phone: 415-683-2684
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LLC (HQ)</b>
<b>President: Steven Eklin (<a href="mailto:steven.eklin@da.kyocera.com">steven.eklin@da.kyocera.com</a>) Cell: 407-509-7903</b>
3401 WD JUDGE DR. #140
ORLANDO, FL 32808
Phone: 407-841-2932
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LLC</b>
4890 OKEECHOBEE RD SUITE 101
FT. PIERCE, FL 34947
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LLC</b>
2854 WEST MAIN ST
LEESBURG, FL 34748
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LLC</b>
3700 NORTH HARBOR CITY BLVD SUITE 1-B
MELBOURNE, FL 32935
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LLC</b>
1760 HIGHWAY A1A S
ST. AUGUSTINE, FL 32080
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LLC</b>
15201 ROOSEVELT BLVD, SUITE 106
CLEARWATER, FL 33760
<b>RUMBLE'S DOCUMENT SOLUTIONS, LLC (HQ)</b>
<b>President: Jay Fletcher (<a href="mailto:jay@rumblesofficacity.com">jay@rumblesofficacity.com</a>) Cell: 229-378-0219</b>
1319 WEST JACKSON STREET
THOMASVILLE, GA 31792
Phone: 229-226-4834
<b>RUMBLE'S DOCUMENT SOLUTIONS, LLC</b>
501 EAST TENNESSEE STREET - SUITE C
TALLAHASSEE, FL 32308
Phone: 850-656-2679 Fax: 850-656-3651
<b>KYOCERA DOCUMENT SOLUTIONS MID-ATLANTIC, INC. (HQ)</b>
<b>President: Michael Melissas (<a href="mailto:mmelissas@osisinc.com">mmelissas@osisinc.com</a>) Cell: 215-869-5182</b>
5020 CAMPBELL BLVD. - SUITE I
BALTIMORE, MD 21236
Phone: 410-931-6363 Fax: 410-931-6371
<b>KYOCERA DOCUMENT SOLUTIONS MID-ATLANTIC, INC.</b>
TWINBRIDGE CENTER
100 A TWINBRIDGE DRIVE
PENNSAUKEN, NJ 08110
Phone: 1-800-875-8843 Fax: 856-662-7306
<b>KYOCERA DOCUMENT SOLUTIONS MID-ATLANTIC, INC.</b>
1025 CONNECTICUT AVE NW SUITE 1000
WASHINGTON, DC 20036
Phone: 202-464-3291
<b>QUALITY (A DIVISION OF KYOCERA DOCUMENT SOLUTIONS MID-ATLANTIC, INC)</b>
2699 S. QUEEN STREET
YORK, PA 17402

Phone: 717-741-4894 / 800-258-9657 Fax: 717-741-9685
<b>QUALITY (A DIVISION OF KYOCERA DOCUMENT SOLUTIONS MID-ATLANTIC, INC)</b>
1418 BALTIMORE STREET, UNIT 10
HANOVER, PA 17331
<b>KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND, INC (HQ)</b>
President: Brian McLaughlin ( <a href="mailto:brian.mclaughlin@kda-ne.com">brian.mclaughlin@kda-ne.com</a> ) Cell: 617-293-1410
1 JEWEL DRIVE
WILMINGTON, MA 01887
Phone: 781-272-4560 Fax: 781-272-3416
<b>KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND, INC</b>
716 BROOK ST
ROCKY HILL, CT 06067
Phone: 860-632-5414 Fax: 860-632-5675
<b>KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND, INC</b>
83 EAST AVENUE, SUITE 207
NORWALK, CT 06851
Phone: 860-821-5714 Fax: 860-821-5713
<b>KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND, INC</b>
181 PARK AVENUE SUITE 5-2
WEST SPRINGFIELD, MA 01089
Phone: 413-781-7066 Fax: 413-781-7065
<b>KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND, INC</b>
223 AVENUE D
WILLISTON, VT 05495
Phone: 802-391-0013 Fax: 802-495-0650
<b>KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND, INC</b>
1024 FOREST AVENUE
PORTLAND, ME 04103
Phone: 207-797-7224
<b>KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND, INC</b>
418 WESTERN AVENUE
AUGUSTA, ME 04330
<b>KYOCERA DOCUMENT SOLUTIONS NEW ENGLAND, INC</b>
34 FREEDOM PARKWAY
HERMON, ME 04401
<b>KYOCERA DOCUMENT SOLUTIONS NEW YORK METRO, INC (HQ)</b>
President: Mark Vinges ( <a href="mailto:Mark.Vinges@da.kyocera.com">Mark.Vinges@da.kyocera.com</a> ) Cell: 732-682-5750
225 SAND ROAD SUITE 100
FAIRFIELD, NJ 07004
Phone: 800-347-0233 Fax: 908-241-9555
<b>KYOCERA DOCUMENT SOLUTIONS NEW YORK METRO, INC</b>
1095 CRANBURY SOUTH RIVER ROAD SUITE 22
JAMESBURG, NJ 08831
Phone: 800-347-0233
<b>KYOCERA DOCUMENT SOLUTIONS NEW YORK METRO, INC</b>
266 WEST 37 <sup>th</sup> STREET
NEW YORK, NY 10018
Phone: 800-347-0233 Fax: 718-289-2501
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHWEST, LLC (HQ)</b>

<b>President: Bill Stringer (<a href="mailto:bstringer@nevillsolutions.com">bstringer@nevillsolutions.com</a>) Cell: 972-679-9657</b>
2825 WEST STORY ROAD
IRVING, TX 75038
Phone: 469-574-0041 Fax: 469-574-0039
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHWEST, LLC</b>
7343 AIRPORT FREEWAY
RICHLAND HILLS, TX 76118
Phone: 817-595-2255 Fax: 817-595-2274
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHWEST, LLC</b>
226 S ENTERPRIZE PKWY , SUITE 136
CORPUS CHRISTI, TX 78405
Phone: 361-882-6482 Fax: 361-882-6869
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHWEST, LLC</b>
6414 MCPHERSON #9 & #10
LAREDO, TX 78041
Phone: 956-753-7212 Fax: 956-753-7265
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHWEST, LLC</b>
601A NOLANA LOOP
MCALLEN, TX 78504 (also services Harlingen)
Phone: 956-630-2100 or 800-282-6482 Fax: 956-631-1709
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHWEST, LLC</b>
10661 HADDINGTON DR., STE 180
HOUSTON, TX 77043
Phone: 713-401-6199
<b>KYOCERA DOCUMENT SOLUTIONS SOUTHWEST, LLC</b>
3740 COLONY DRIVE, SUITE 180
SAN ANTONIO, TX 78230
Phone: 210-253-6696
<b>KYOCERA DOCUMENT SOLUTIONS NORTHWEST, INC (HQ)</b>
<b>President: Larry Laissue (<a href="mailto:llaissue@kdsnorthwest.com">llaissue@kdsnorthwest.com</a>) Cell: 206-858-3543</b>
18014 72 <sup>nd</sup> AVE SOUTH
KENT, WA 98032
Phone: 800-777-0852 Fax: 425-974-1815
<b>KYOCERA DOCUMENT SOLUTIONS NORTHWEST, INC</b>
9966 SW ARCTIC DRIVE
BEAVERTON, OR 97005
Phone: 503-964-5660



Authorized Kyocera Dealers			
DEALER NAME	ADDRESS	CITY	STATE
21ST CENTURY BUSINESS SYSTEMS, INC	16 MT EBO ROAD S STE 4	BREWSTER	NY
360 DOCUMENT SOLUTIONS, LLC	8201 E 34th STREET N #901	Wichita	KS
360 DYNAMIC TECHNOLOGY	360 E FIRST STREET #360	TUSTIN	CA
360 OFFICE SOLUTIONS, INC	PO BOX 30598	Billings	MT
3D IMAGING SYSTEMS, INC.	4525 NEW HORIZON, SUITE 1	BAKERSFIELD	CA
A. BELTRAN TYPEWRITER COMPANY	2351 NORTH FEDERAL HIGHWAY	BOCA RATON	FL
A.B.DICK PRODUCTS OF W.MICHIGAN, INC.	PO BOX 8738	GRAND RAPIDS	MI
A-1 OFFICE MACHINE CO, INC	1215 S. COMMERCE STREET	LAS VEGAS	NV
ABM OFFICE EQUIPMENT, INC	262 CARLTON DRIVE	Carol Stream	IL
ABS BUSINESS SYSTEMS OF MONTGOMERY, INC	868 LAGOON COMMERCIAL BLVD	MONTGOMERY	AL
ACCEL IMAGING SYSTEMS, INC	PO BOX 330306	FORT WORTH	TX
ACCELERATED BUSINESS SOLUTIONS	2991 CENTER PORT CIRCLE	POMPAÑO BEACH	FL
ACCENT BUSINESS SOLUTIONS INC	P.O. BOX 1915	APPLETON	WI
ACM TECHNOLOGIES-CA	2535 RESEARCH DRIVE	CORONA	CA
ADVANCED BUSINESS COPIERS, LP	PO BOX 12018	SPRING	TX
ADVANCED BUSINESS SYSTEMS, INC	22811 COUNTY ROUTE 51	Watertown	NY
ADVANCED COPY GROUP, INC.	AMBERES 1004	SAN JUAN	PUERTO RICO
ADVANCED COPY TECHNOLOGIES, INC.	20 COMMERCE DRIVE	CROMWELL	CT
ADVANCED DOCUMENT CONCEPTS	PO BOX 3870	CHICO	CA
ADVANCED IMAGING SOLUTIONS, INC.	3865 WEST CHEYENNE AVE SUITE 505	NORTH LAS VEGAS	NV
ADVANCED IMAGING SYSTEMS, INC	946 WEST MAIN STREET	RIVERHEAD	NY
ADVANCED OFFICE PRODUCTS, INC.	620 ROMERO ST	LAKE CHARLES	LA
ALBUQUERQUE IMAGE PRODUCTS	PO BOX 30066	ALBUQUERQUE	NM
ALL COPY PRODUCTS INC	4141 COLORADO BLVD	DENVER	CO
ALL MAKES OFFICE EQUIPMENT CO	2558 FARNAM STREET	OMAHA	NE
ALL POINTS SOLUTIONS, INC	10100 W SAM HOUSTON PKWY S	Houston	TX
ALL STAR, INC	720 SOUTH MARINE CORPS DRIVE	TAMUNING	GU
ALL/PRO OFFICE TECHNOLOGY, INC.	224 FRONT STREET	ALTON	IL
ALLIED BUSINESS SOLUTIONS, INC	10394 W. EMERALD STREET	BOISE	ID
ALTEK BUSINESS SYSTEMS, INC.	300 EMLIN WAY	TELFORD	PA
AMERICAN BUSINESS MACHINES, INC	7303 W SAM HOUSTON PKWY N	HOUSTON	TX
AMERICAN COPIER SOLUTIONS, INC.	2651 SAINT CLAIR AVENUE	CLEVELAND	OH
AMERICAN DOCUMENT SOLUTIONS, LLC	111 CANFIELD AVE SUITE B13-14	RANDOLPH	NJ
AMERICAN OFFICE SOLUTIONS, INC	10326 S. MERIDIAN ROAD	CLARKLAKE	MI
AMERICOM IMAGING SYSTEMS, INC	10352 LAKE BLUFF DRIVE	Saint Louis	MO
AMERICOM IMAGING SYSTEMS, INC	10352 LAKE BLUFF DRIVE	Saint Louis	MO
AMERITECH GRAPHICS, INC	280 NORTH MIDLAND AVE	SADDLE BROOK	NJ
AMERITEL COMMUNICATIONS CORP	15010 BROSCART ROAD	ROCKVILLE	MD
ANDERSON BUSINESS TECHNOLOGY	120 E COLORADO BLVD	PASADENA	CA
APEX CONSULTING SERVICES, INC	1744 CHURCH STREET	Holbrook	NY
APPLIED IMAGING	5555 GLENWOOD HILLS PARKWAY SE	Grand Rapids	MI
ARIZONA BUSINESS EQUIPMENT, INC	10655 E OTTOMAN DRIVE	TUCSON	AZ
ARKANSAS COPIER CENTER INC	PO BOX 192464	LITTLE ROCK	AR
ASR OFFICE SOLUTIONS CORP	3328 HILLSIDE AVENUE	New Hyde Park	NY
ASSOCIATED BUSINESS TECHNOLOGIES, LLC	2657 SOUTH 1030 WEST #60	Salt Lake City	UT
ATHENS DIGITAL SYSTEMS, INC.	8801 MACON HIGHWAY SUITE 7	ATHENS	GA
ATLANTA OFFICE TECHNOLOGIES, INC	5600 OAKBROOK PARKWAY, SUITE 260	NORCROSS	GA
ATLANTIC IMAGING SYSTEMS, LLC	1315 OAKWOOD AVENUE	Raleigh	NC
ATLANTIC OFFICE MACHINES	1119 EXECUTIVE BLVD SUITE A	CHESAPEAKE	VA
ATLANTIC TOMORROWS OFFICE	134 W 26TH STREET	NEW YORK	NY
AUTOMATED BUSINESS PRODUCTS OF COLORADO, LLC	11999 E. CALEY AVENUE, SUITE A	CENTENNIAL	CO
AUTOMATED BUSINESS RESOURCES, INC	15 CHATHAM CENTER SOUTH	SAVANNAH	GA
AUTOMATED BUSINESS SOLUTIONS	415 KILVERT STREET	WARWICK	RI
AUTOMATED BUSINESS SOLUTIONS, INC	8700 NORTH STREET, SUITE 400	Fishers	IN
AUTOMATED BUSINESS SOLUTIONS, INC	8700 NORTH STREET, SUITE 400	Fishers	IN
AVANT GARDE TECHNOLOGIES, INC	11 WALLACE STREET	ELMWOOD PARK	NJ
AXIS BUSINESS CONSULTANTS	522 PARKWAY VIEW DRIVE	Pittsburgh	PA
AXIS BUSINESS TECHNOLOGIES	3004 NORTH NEVADA AVENUE	COLORADO SPRINGS	CO
BASE TECHNOLOGIES INC	23 FRANCIS CLARK CIRCLE	BETHEL	CT
BATON ROUGE DUPLICATING PRODUCTS, INC.	11842 CLOVERLAND COURT	Baton Rouge	LA
BAUERNEFELD BUSINESS TECHNOLOGIES, INC	PO BOX 545	MARSHFIELD	WI
BB1 TECHNOLOGIES, INC	PO BOX 3680	MILFORD	CT
BENNETT OFFICE TECHNOLOGIES, INC.	312-24TH AVE SW-PO BOX 979	WILLMAR	MN
BENNETT'S OFFICE SUPPLY & EQUIPMENT	PO BOX 458	MINERAL WELLS	TX
BIZDOC, INC	840 W RHAPSODY	San Antonio	TX
BLAKEMAN'S VALLEY OFFICE EQUIPMENT, INC	8534 SOUTH AVE.	Youngstown	OH
BOSS BUSINESS SOLUTIONS, LLC	4888 MAXWELL ROAD	GAGETOWN	MI
BOSTON DOCUMENT SYSTEMS, INC	PO BOX 52270	BOSTON	MA
BRANDON BUSINESS MACHINE INC	505 W ROBERTSON STREET	BRANDON	FL
BROTHERS II BUSINESS MACHINES OF L.I.	200 MCCORMICK DRIVE	BOHEMIA	NY
BRUNO HNOS SA	AV INDEPENDENCIA 401	BUENOS AIRES	AR
BUSINESS EQUIPMENT & INTERIORS LTD	96 WOODFORD STREET	NEWTOWN, TRINIDAD & T	TT
BUSINESS INFORMATION SOLUTIONS OFFICE SYSTEMS, LL	3690 CARLYLE CLOSE EAST	Mobile	AL
BUSINESS MACHINE INDUSTRY, INC	5413 WASHINGTON BLVD	LOS ANGELES	CA
BUSINESS MACHINES & EQUIPMENT, INC	8375 SENECA TURNPIKE	New Hartford	NY
BUSINESS MACHINES CO. OF EAST TN, INC.	PO BOX 51783	KNOXVILLE	TN
C & H ENTERPRISES	PO BOX 2328	TEHACHAPI	CA
CALIFORNIA BUSINESS MACHINES	4260 NORTH FRESNO STREET	FRESNO	CA
CANYON OFFICE SOLUTIONS	4816 S ASH AVE STE#102	Tempe	AZ
CAPITAL BUSINESS MACHINES, INC.	PO BOX 3855	LITTLE ROCK	AR
CAPITAL OFFICE PRODUCTS	PO BOX 1335	IRMO	SC
CARBON COPY, INC.	559 MAIN STREET	PLACERVILLE	CA
CARILLON OFFICE TECHNOLOGIES AND SERVICES, INC	1675 SCENIC AVENUE, SUITE 250	Costa Mesa	CA
CAROLINA BUSINESS EQUIPMENT, INC	5123 BUSH RIVER ROAD	Columbia	SC

CARRAWAY OFFICE SOLUTIONS, INC.	2600 EAST 10TH STREET	GREENVILLE	NC
CARREL'S OFFICE MACHINES	PO BOX 991946	REDDING	CA
CAVIN'S BUSINESS SOLUTIONS, INC	724 HAY STREET	FAYETTEVILLE	NC
CBM TRADING, INC	10620 GRIFFIN ROAD, SUITE 104	COOPER CITY	FL
CCP SOLUTIONS, LLC	74 MARINE STREET	FARMINGDALE	NY
CDS BUSINESS MACHINES, INC	3316 MERCHANT COURT	WILMINGTON	NC
CENTRAL BUSINESS SYSTEMS, INC.	2514 HIGHWAY 281 SOUTH	JAMESTOWN	ND
CENTRAL MINNESOTA E.R.D.C.	570 1ST STREET S.E.	SAINT CLOUD	MN
CENTURY BUSINESS PRODUCTS, INC.	PO BOX 1838	SIOUX FALLS	SD
CENTURY BUSINESS SYSTEMS, INC	415 HOUSTON STREET	MANHATTAN	KS
CES&R LLC	2949 S MAIN STREET	SOUTH SALT LAKE	UT
CHARLESTOWNE DIGITAL PRINTING, INC	PO BOX 80753	CHARLESTON	SC
CHOICE OFFICE EQUIPMENT AND SUPPLIES, INC	695 EXECUTIVE DRIVE	WILLOWBROOK	IL
CITY BUSINESS SOLUTIONS, LLC	1326 HAWN AVENUE	SHREVEPORT	LA
COAST TO COAST BUSINESS EQUIPMENT INC	PO BOX 57077	IRVINE	CA
COASTAL COPY, LP	849 WARD DRIVE	SANTA BARBARA	CA
COBB OFFICE PRODUCTS, INC.	1000 TECHNOLOGY PARK DRIVE	Glen Allen	VA
COECO OFFICE SYSTEMS OF ROCKY MOUNT ,INC	PO BOX 2088	ROCKY MOUNT	NC
COKER BUSINESS SYSTEMS, INC.	PO BOX 269	TURBEVILLE	SC
COLSON BUSINESS SYSTEMS, INC.	3166 INNER PERIMETER ROAD	VALDOSTA	GA
COMDOC, INC	PO BOX 3936	Bluffton	SC
COMERCIAL DENIA S.A.C.	JR MARISCAL DE LAS HERAS NO 658	LINCE	PE
COMMERCIAL BUSINESS MACHINES, INC.	2310 COMMERCIAL STREET, N.E.	SALEM	OR
COMMERCIAL OFFICE SYSTEMS, INC.	15801 NE 85TH STREET	REDMOND	WA
COMMONWEALTH TECHNOLOGIES, INC	3874 HIGHLAND PARK NW	NORTH CANTON	OH
Compania Internacional de Productos y Servicios, S.A.	4A CALLE 4-10 ZONA 13	PAMPLONA	GT
COMPARE BUSINESS SYSTEMS, INC	4214 E LA PALMA AVENUE	ANAHEIM	CA
COMPLETE BUSINESS SYSTEMS OF COLORADO, INC	5195 MARSHALL STREET	ARVADA	CO
COMPUCHARTS COMPUTER PRODUCTS & SERVICES, INC	775 S. PROGRESS DRIVE	MEDINA	OH
COMPUTER ZONE	613 S LONG DRIVE	Rockingham	NC
COORDINATED BUSINESS SYSTEMS LTD. OF MN	851 WEST 128TH ST	BURNSVILLE	MN
COPIADORAS DE EL SALVADOR S.A. DE C.V.	1A.CALLE PONIENTE Y 41 AVE.	SAN SALVADOR	SV
COPIADORAS MILLA S de RL de CV	6 AVE. 3 Y 4 CALLE	SAN PEDRO SULA	HN
COPIER CONSULTANTS, INC	2521 34th STREET NE	Canton	OH
COPIER TECHNOLOGIES, INC	2570 WEST MAPLE AVE	FEASTERVILLE	PA
COPIER WORKSHOP, INC.	7895 G CESSNA AVE	GAITHERSBURG	MD
COPIERS PLUS, INC.	PO BOX 729	FAYETTEVILLE	NC
COPI-RITE, INC.	2251 HIGHWAY 33	HAMILTON TOWNSHIP	NJ
COPY KING OFFICE SOLUTIONS, INC	1815 WALLACE AVE SUITE 309	SAINT CHARLES	IL
COPY P INC	101 E TOWNSHIPLINE ROAD	UPPER DARBY	PA
COPY SYSTEMS, INC.	920 EAST 21ST STREET	DES MOINES	IA
COPYFORCE INC.	5961 CATTLEMEN LANE	SARASOTA	FL
COPYLADY, INC	1949 DANA DRIVE	FORT MYERS	FL
COPYNET OFFICE SYSTEMS, INC.	2805 EAST PLANO PARKWAY SUITE 100	Plano	TX
COPYSOURCE, INC.	514 MAIN STREET	TOWANDA	PA
COPYTRONIX	14432 SE EASTGATE WAY, SUITE 300	Bellevue	WA
CORPORATE BUSINESS SYSTEMS, A SUMNERONE CO	6717 WALDEMAR AVE	Saint Louis	MO
CTWP	3730 FRANKLIN AVENUE	WACO	TX
CYAN SKY COPIER TECHNOLOGIES	4125 INDEPENDENCE DRIVE SUITE 9	SCHNECKSVILLE	PA
D.L.GALLIVAN OFFICE SOLUTIONS, LLC	1424 WEST CENTRE STREET	PORTAGE	MI
DA-COM CORPORATION	2602-A NORTH STADIUM BLVD	Columbia	MO
DAHER REPRESENTACIONES	CALLE COLON NO. 201	SANTA CRUZ	BO
DATAFLOW BUSINESS SYSTEMS, INC	540 WORK STREET STE E	SALINAS	CA
DATATEK IMAGING, LLC	1101 INDUSTRIAL DR, SUITE 5	WATERTOWN	WI
DAVIS & DAVIS BUSINESS EQUIPMENT, INC.	3411 JEANETTA	HOUSTON	TX
DAVIS BUSINESS SYSTEMS, INC	PO BOX 698	LAURENS	SC
DEC OFFICE SOLUTIONS, INC	6A ROUTE 9W	WEST HAVERSTRAW	NY
DESERT IMAGES OFFICE EQUIPMENT, INC	PO BOX 307	YUCCA VALLEY	CA
DEWITT POTH AND SON	PO BOX 487	YOAKUM	TX
DEX IMAGING INC.-FL	PO BOX 20488	TAMPA	FL
DIGITAL DOCUMENT SOLUTIONS, LLC	187 PLYMOUTH AVE	FALL RIVER	MA
DIGITAL IMAGING SYSTEMS, LLC	6800 N CAMINO MARTIN, SUITE 142	Tucson	AZ
DIGITAL OFFICE AUTOMATION, INC	3370 SAN FERNANDO ROAD #102	LOS ANGELES	CA
DIGITAL OFFICE EQUIPMENT COMPANY INC	10929 HWY 301 SOUTH SUITE 5	Statesboro	GA
DIGITEC OFFICE SOLUTIONS	12560 REED RD #200	SUGAR LAND	TX
DIRKS COPY PRODUCTS, INC	PO BOX 147	MEDICINE LODGE	KS
DISCOVERY OFFICE SYSTEMS	1269 CORPORATE CENTER PARKWAY	Santa Rosa	CA
DITTO COPY SYSTEMS, INC	209 E ELIZABETH AVENUE	Linden	NJ
DOCUMENTATION OF SAN ANTONIO, INC	4560 LOCKHILL SELMA, SUITE 100	San Antonio	TX
DOCUMENT IMAGING SOLUTIONS, LLC	PO BOX 470646	TULSA	OK
DOCUMENT SOLUTIONS UNLIMITED	74 EAST ROUTE 59	SPRING VALLEY	NY
DOCUMENT SOLUTIONS, LLC	151 SUMNER AVENUE	Kenilworth	NJ
DOCUMENT TECH OF N CENTRAL FLORIDA, LLC	124 S. MAGNOLIA AVENUE	OCALA	FL
DOCUMENT TECHNOLOGIES OF ARIZONA, LLC	1350 W 23RD STREET	TEMPE	AZ
DONNELLON MCCARTHY ENTERPRISES, INC	10855 MEADALLION DRIVE	Cincinnati	OH
DRAKE SYSTEMS, A SUMNERONE CO	6717 WALDEMAR AVE	Saint Louis	MO
DRAKE SYSTEMS, INC.	5460 S GARNETT RD SUITE D	Tulsa	OK
DRP SOLUTIONS	18 COMMERCE DRIVE	Hauppauge	NY
DTI OFFICE SOLUTIONS	PO BOX 600	DANVILLE	IL
DUNN'S BUSINESS SOLUTIONS	PO BOX 248	GAYLORD	MI
DUPLICATING PRODUCTS	PO BOX 2239	WEST COLUMBIA	SC
DUPLTRON, INC.(NJ)	225 SAND ROAD SUITE 100	FAIRFIELD	NJ
EAGLE SYSTEMS, INC	2421 HARLEM ROAD	BUFFALO	NY
EATON OFFICE SUPPLY CO, INC	180 JOHN GLENN DRIVE	AMHERST	NY
EBS COPIERS, INC	8351-8353 NW 54TH STREET	Doral	FL
ECC IMAGING, LLC	12 HUGHES SUITE D-101	IRVINE	CA

ED & ED BUSINESS TECHNOLOGY, INC	PO BOX 280	WESTMORELAND	NY
EGP DOCUMENT SOLUTIONS, LLC	EGP, INC	ORLANDO	FL
ELBAR DUPLICATOR CORP	105-26 JAMAICA AVENUE	RICHMOND HILL	NY
ELECTRO GRAPHIC PRODUCTS, INC.	4415 SOUTH BERKELEY LAKE ROAD	DULUTH	GA
ELECTRONIC BUSINESS MACHINES COMPANY	802 134TH STREET, SUITE 170	EVERETT	WA
ELECTRONIC OFFICE SYSTEMS, INC	PO BOX 10303	Fairfield	NJ
ELITE DOCUMENT SOLUTIONS, LLC	399 WALL STREET, UNIT F	Glendale Heights	IL
ELITE IMAGING SYSTEMS INC	1000 CHICAGO ROAD	Troy	MI
ELITE IMAGING SYSTEMS INC	1000 CHICAGO ROAD	Troy	MI
EMPIRE DIGITAL PRODUCTS CORPORATION	80 SMITH STREET	FARMINGDALE	NY
EPHESUS OFFICE TECHNOLOGIES, INC	2430 MIDTOWN PLACE, SUITE A	ALBUQUERQUE	NM
EXCEL BUSINESS SYSTEMS, INC.	201 RUTHAR DRIVE, SUITE 10	NEWARK	DE
EXECUTIVE BUSINESS SOLUTIONS, INC	21356 NORDHOFF ST SUITE 108	Chatsworth	CA
EXECUTIVE IMAGE SOLUTIONS INC	840 STATE STREET	LEMOYNE	PA
EXECUTIVE OFFICELINX, INC	107 MELVYN DRIVE	MONROE	LA
EXECUTIVE TECHNOLOGIES, INC	2000 PIERCE STREET	SIOUX CITY	IA
F&S SUPPLY AND FURNITURE, LLC	2300 BRIGHT ROAD	Findlay	OH
FACSIMILE SYSTEMS, INC.	7857 RONDA DRIVE	CANTON	MI
FIRESIDE OFFICE PRODUCTS, INC.	PO BOX 2116	BISMARCK	ND
FIRMIN PRINTING & OFFICE EQUIP. CO.	2217 STATE LINE AVENUE	TEXARKANA	TX
FOREST OFFICE EQUIPMENT	720 MAIN ST	SUSANVILLE	CA
FOUR-U OFFICE SUPPLIES, INC	1640 INDUSTRIAL DRIVE	CELINA	OH
FRANK DUSTIN OFFICE SUPPLY INC	PO BOX 1017	GAINESVILLE	TX
GEM OFFICE TECHNOLOGIES, LLC	860 WYCKOFF AVE, SUITE 301	MAHWAH	NJ
GENERAL COPIERS INC.	59 MURRAY STREET	RAHWAY	NJ
GENESIS OF OKLAHOMA, LLC	5125 S GARNETT RD, SUITE F	TULSA	OK
GENESIS TECHNOLOGIES, INC.	2942 MACARTHUR BLVD	NORTHBROOK	IL
GOLDEN ISLES OFFICE EQUIPMENT INC	PO BOX 1076	BRUNSWICK	GA
GRAFFEN BUSINESS SYSTEMS INC	73 HARRY STREET	CONSHOHOCKEN	PA
GRAND CANYON BUSINESS SOLUTIONS, INC	9015 EAST PIMA CENTER PKWY, STE 2	SCOTTSDALE	AZ
HAGAN BUSINESS MACHINES	1112 PEACH STREET	ERIE	PA
HAGAN BUSINESS MACHINES OF BUTLER, INC	1773 N. MAIN STREET EXT	BUTLER	PA
HEATH COMPANY INC	PO BOX 167	WINONA	MS
HECHT & JIMINEZ OFFICE MACHINES, INC.	418 WASHINGTON AVENUE	IOWA FALLS	IA
HERALD OFFICE SUPPLY, INC	PO BOX 1288	DILLON	SC
HERITAGE BUSINESS SYSTEMS, INC.	PO BOX 684	PENNSAUKEN	NJ
HERITAGE BUSINESS SYSTEMS, INC.	PO BOX 684	PENNSAUKEN	NJ
HEWLETT-PACKARD, CMPS	11445 COMPAQ CENTER DRIVE WEST	Houston	TX
HILL COUNTRY OFFICE SOLUTIONS, LLC	903 AVENUE H	MARBLE FALLS	TX
HILLTOP OFFICE SUPPLY	1741 BASIN DRIVE	Windber	PA
HOLLANDS OFFICE SUPPLY OF LUBBOCK, INC	PO BOX 97	WOLFFORTH	TX
HOOSIER BUSINESS MACHINES, INC.	PO BOX 751	JASPER	IN
HUNT SERVICES, INC	1031 GREYSTONE SQUARE	JACKSON	TN
I. S. PRODUCTOS DE OFICINA CENTROAMERICA SA	CALLE 25 - AVE. 6 Y 8, NO. 648	SAN JOSE	CR
I.G.M. COPY PRODUCTS INC	29 CHARLOTTE STREET	PAINESVILLE	OH
IMAGE 2000	26037 HUNTINGTON LANE	Santa Clarita	CA
IMAGE 2000	26037 HUNTINGTON LANE	Santa Clarita	CA
IMAGE WORKS OF OKLAHOMA INC	PO BOX 60247	OKLAHOMA CITY	OK
IMAGENET CONSULTING, LLC	913 N BROADWAY AVENUE	OKLAHOMA CITY	OK
IMAGETEK OFFICE SYSTEMS	220 WESTWAY PLACE #150	ARLINGTON	TX
IMAGING TECHNOLOGY SOLUTIONS, LLC	10220 S 51ST STREET SUITE 1	PHOENIX	AZ
IMPACT LA, LLC	13875 WEST BOULTON BOULEVARD	Lake Forest	IL
IMPACT NETWORKING, LLC-IL	13875 W. BOULTON BLVD	Lake Forest	IL
IMPERIAL COPY PRODUCTS, INC.	961 ROUTE 10 EAST BUILDING 1C	RANDOLPH	NJ
IMPRESSION SOLUTIONS, INC	1705 INDUSTRIAL PARK ROAD	COLUMBUS	MS
INBUSINESS, INCORPORATED	901 WESTRAC DRIVE	FARGO	ND
INDIANA CARBON COMPANY, INC.	PO BOX 26058	INDIANAPOLIS	IN
INNOVATIVE OFFICE SYSTEMS, LLC	816 BENTON ROAD	BOSSIER CITY	LA
INTEGRA BUSINESS SYSTEMS, INC	PO BOX 5743	ROCKFORD	IL
INTEGRATED COPY SOLUTIONS INC	280 EAST GISH RD	SAN JOSE	CA
INTEGRATED RESOURCE, LLC	12507 WEALDSTONE DR	Tomball	TX
INTEGRUS, LLC	1430-K VILLAGE WAY	Santa Ana	CA
JAMES B. SCHWAB CO., INC.	PO BOX 6	FALCONER	NY
JMS BUSINESS MACHINE WHOLESALERS, INC	PO BOX 393	SLOVAN	PA
JOHNNIE'S OFFICE SYSTEMS, INC	1618 WEST AVENUE M, SUITE D	TEMPLE	TX
JQ OFFICE EQUIPMENT OF OMAHA, INC	3350 N 90 STREET	Omaha	NE
KBA DOCUMENT SOLUTIONS, LLC	32900 ALVARADO NILES RD SUITE 100	UNION CITY	CA
KC DIGITAL SOLUTIONS	540 S STATE COLLEGE BLVD	Fullerton	CA
KELLEY IMAGING SYSTEMS	22710 72ND AVE S	KENT	WA
KILLING MOON ENTERPRISES, INC	2410 W. THOMAS ROAD	PHOENIX	AZ
KITTINGER BUSINESS MACHINES	1024 N. MILLS AVENUE	ORLANDO	FL
KM SOLUTIONS S.A.	Pasaje Juan Boniche N32-40 y Rusia	Quito	EC
KOPY SALES, INC.	821 ROBINWOOD COURT	TRAVERSE CITY	MI
KRAFT BUSINESS SYSTEMS, INC	4245 BROCKTON DR SE	Kentwood	MI
KRISTT KELLY OFFICE SYSTEMS CORP.	PO BOX 548	MONTICELLO	NY
KYOCERA DOCUMENT SOLUTIONS ALABAMA, LLC	2192 PARKWAY LAKE DRIVE	HOOVER	AL
KYOCERA DOCUMENT SOLUTIONS NORTHWEST, INC	18014 72nd AVENUE S	Kent	WA
KYOCERA DOCUMENT SOLUTIONS OF NEW ENGLAND, INC	ONE JEWEL DRIVE	Wilmington	MA
KYOCERA DOCUMENT SOLUTIONS OF NEW ENGLAND, INC	ONE JEWEL DRIVE	Wilmington	MA
KYOCERA DOCUMENT SOLUTIONS OF NEW ENGLAND, INC	1024 FOREST AVE	PORTLAND	ME
KYOCERA DOCUMENT SOLUTIONS WEST, LLC	14101 ALTON PARKWAY	IRVINE	CA
KYOCERA DOCUMENT SOLUTIONS, CANADA	6120 KESTREL ROAD	MISSISSAUGA	CA
KYOCERA DOCUMENT SOLUTIONS, CHILE, SPA	JOSE ANANIAS 505 COMUNA DE MACUL	CIUDAD DE SANTIAGO	CL
KYODOM. S.A.	CALLE AMELIA FRANCASCI, 12, LOS PRADOS	SANTO DOMINGO	DO
L.A. OFFICE SOLUTIONS, INC.	3602 MIDDLEBRANCH AVE NE, SUITE B	CANTON	OH
LA OFICINA S.R.L.	CUAREIM 1480-1456	MONTEVIDEO	UY



LASER CONCEPTS, INC	6901 WEST 117TH AVENUE #4	BROOMFIELD	CO
LEADER BUSINESS SYSTEMS	20900 HUBBELL STREET	OAK PARK	MI
LEADER BUSINESS SYSTEMS	20900 HUBBELL STREET	OAK PARK	MI
LIBERTY BUSINESS SYSTEMS, INC.	3431 4TH AVE SOUTH	FARGO	ND
LISURA, LLC	2111 BALDWN AVE #1	CROFTON	MD
LOCKWOOD-MOORE, INC.	754 KUENZLI STREET	RENO	NV
LOUIS A. HERNANDEZ, INC.	119 17TH STREET	NEDERLAND	TX
LOUISIANA OFFICE SYSTEMS OF LAFAYETTE	PO BOX 62125	LAFAYETTE	LA
LOY'S OFFICE SUPPLIES	PO BOX 1546	LAGRANGE	GA
M & H DUPLICATING SYSTEMS, INC.	1523 KELL LANE, SUITE 6	GRIFFIN	GA
M & M OFFICE PRODUCTS, INC	110 S. INDIANA AVE, SUITE A	SELLERSBURG	IN
M2C VENTURES, LLC	11614 BEE CAVE ROAD, SUITE 260	Austin	TX
MACOMB DUPLICATING COMPANY	28721 UTICA ROAD	ROSEVILLE	MI
MAIL DIRECT PAPER COMPANY, LLC	515 VALLEY BROOK AVENUE	LYNDHURST	NJ
MAILQUICK	5821 SOUTHWEST FREEWAY 170	Houston	TX
MAJOR BUSINESS MACHINES, INC	PO BOX 6092	GREENVILLE	SC
MAPS, INC	11630 W. 85TH STREET	LENEXA	KS
MARCO TECHNOLOGIES, LLC	4510 HEATHERWOOD ROAD	Saint Cloud	MN
MATTHIJSEN, INC	PO BOX 508	Cedar Knolls	NJ
MAXWELL SOLAR VBA IBS ARUBA	TANKI-FLIP 82	ORANJESTAD	AW
MBM BUSINESS SYSTEMS, INC	540 NEPPERHAN AVE SUITE 570	YONKERS	NY
MBP&ASSOCIATES, INC	7699 BROWNSWAY SHORTCUT	CONWAY	SC
MCNALLAN OFFICE SYSTEMS, INC.	8851 ZEALAND AVENUE N	BROOKLYN PARK	MN
MERITECH, INC.	4577 HINCKLEY INDUSTRIAL PKWY	CLEVELAND	OH
METRO BUSINESS SYSTEMS, LLC	2950 KAVERTON ROAD	FORESTVILLE	MD
MFD BUSINESS SOLUTIONS, LLC	4275 KELLWAY CIRCLE #121	Addison	TX
MFD BUSINESS SOLUTIONS, LLC	4275 KELLWAY CIRCLE #121	Addison	TX
MIDDLE GEORGIA BUSINESS PRODUCTS, INC.	909 Hillcrest Parkway, Suite C	Dublin	GA
MILWAUKEE OFFICE PRODUCTS, INC.	W226 N887 EASTMOUND DR, SUITE F	WAUKESHA	WI
MODERN COPY SYSTEMS	PO BOX 612	IOLA	KS
MODERN IMPRESSIONS OF CHARLOTTE, INC	107-K CREEK RIDGE ROAD	Greensboro	NC
MONTANO INVESTMENTS, INC.	4800 W. EXPRESSWAY 83	MCALLEN	TX
MOUNTAIN ADVOCATE MEDIA, INC	214 KNOX STREET	BARBOURVILLE	KY
MP COPIER INC	8684 VIRGINIA MEADOWS DRIVE	Manassas	VA
MSA, INC.	410 SPRING STREET	CHATTANOOGA	TN
NATIONAL BUSINESS TECHNOLOGIES	505 BRADFORD STREET	ALBANY	NY
NATIONAL RAM BUSINESS SYSTEMS	8949 ROSE AVENUE	MONTCLAIR	CA
NETWORK COMPUTING SOLUTIONS LLC	PO BOX 22	BERRYTON	KS
NEVILL DOCUMENT SOLUTIONS, LLC.	2825 STORY ROAD W	IRVING	TX
NEW PARADIGM IMAGING, LLC	4111 PERIMETER CENTER PLACE	OKLAHOMA CITY	OK
NORTHEASTERN OFFICE EQUIPMENT INC	25 BANFI PLAZA NORTH	FARMINGDALE	NY
NOVATECH, INC	7251 APPLING FARMS PARKWAY	Memphis	TN
NUWORLD BUSINESS SYSTEMS	13125 MIDWAY PLACE	CERRITOS	CA
OFFICE EQUIPMENT COMPANY	3400 FRANKLIN BLVD	EUGENE	OR
OFFICE MACHINE CENTER, INC.	PO BOX 967	MONTICELLO	MS
OFFICE MACHINE CONSULTANTS, INC.	3624 46TH AVENUE	ROCK ISLAND	IL
OFFICE MANAGEMENT SYSTEMS INC	327 YORKVILLE ROAD EAST	COLUMBUS	MS
OFFICE SOLUTIONS, INC.	131 EILEEN WAY	SYOSSET	NY
OFFICE TECHNOLOGIES, INC	1912 UNITED WAY	Medford	OR
OHIO BUSINESS SYSTEMS, INC	PO BOX 94	WORTHINGTON	OH
ON LINE SUPPORT, INC	11802 NE 65TH STREET SUITE 101	Vancouver	WA
ONE SOURCE IMAGING SOLUTIONS, INC.	5020 CAMPBELL BLVD. SUITE I	NOTTINGHAM	MD
ONE SOURCE OFFICE SYSTEMS	2154 PARAGON DRIVE	San Jose	CA
ONIT OFFICE SOLUTIONS, INC	7308 SOUTH ALTON WAY, SUITE 2G	Centennial	CO
OSBORNE OFFICE EQPMT. OF CAPE GIRARDEAU	1413 THOMAS DRIVE	CAPE GIRARDEAU	MO
P.O.P., INC	PO BOX 911	MARIETTA	OH
PACIFIC OFFICE AUTOMATION, INC	14747 NW GREENBRIER PKWY	Beaverton	OR
PEARSON-KELLY OFFICE PRODUCTS L.L.C.	2013 W WOODLAND STREET	SPRINGFIELD	MO
PERFECT PRINTZ, LLC	410 S. MAIN STREET	SNOWFLAKE	AZ
PHASE II COPIERS, INC	880 AIRPORT ROAD, SUITE 102	ORMOND BEACH	FL
PHILLIPS OFFICE SOLUTIONS	PO BOX 61020	HARRISBURG	PA
PHILLIPS OFFICE SOLUTIONS	PO BOX 61020	HARRISBURG	PA
PHOENIX COPY SERVICE INC	3250 TOWERWOOD DRIVE	FARMERS BRANCH	TX
PIONEER BUSINESS SYSTEMS, INC	149 FOREST GREEN	STATEN ISLAND	NY
POWER ON TECHNOLOGIES INC	5893 RAYTOWN ROAD S-101	RAYTOWN	MO
PREFERRED BUSINESS SYSTEMS, LLC	5334 E 46TH STREET	TULSA	OK
PREMIER BUSINESS PRODUCTS, INC	1744 MAPLELAWN	Troy	MI
PREMIERE BUSINESS INNOVATIONS, INC	175 TOMPKINS AVE	PLEASANTVILLE	NY
PREMIERE COPY, LLC	7442 S. TUCSON WAY, STE. 170	CENTENNIAL	CO
PRIME OFFICE TECHNOLOGY, LLC	15776 LEONE	MACOMB	MI
PRINTERS & STATIONERS, INC	PO BOX T	FLORENCE	AL
PRINTERS PLUS, LLC	2840 SCHERER DRIVE #420	SAINT PETERSBURG	FL
PROCOPY, INC.	320 WEST PASSIAC STREET	ROCHELLE PARK	NJ
PROFESSIONAL BUSINESS SYSTEMS, INC.	PO BOX 2730	BENTONVILLE	AR
PROFESSIONAL OFFICE SYSTEMS, INC	305 WEST 21ST STREET	Hialeah	FL
PROGRESSIVE OFFICE SYSTEMS INC	10 SPRING STREET, SUITE 101	GEORGETOWN	TX
PROMPT BUSINESS SYSTEMS, INC	505 8TH AVE SUITE 703	New York	NY
PTS OFFICE AUTOMATION, INC	PO BOX 11043	Knoxville	TN
PTS OFFICE SYSTEMS, INC.	2840 N. TELSHOR	LAS CRUCES	NM
PURVIS BUSINESS MACHINES INC	4505 HWY 39 NORTH	MERIDIAN	MS
QUALITY BUSINESS SOLUTIONS LLC	PO BOX 42668	TOWSON	MD
QUALITY DIGITAL OFFICE SOLUTIONS	PO BOX 7063	LANCASTER	PA
QUALITY DIGITAL OFFICE SOLUTIONS	PO BOX 7063	LANCASTER	PA
QUALITY DIGITAL OFFICE TECHNOLOGY	2699 SOUTH QUEEN STREET	YORK	PA
QUALITY PRINTING & SUPPLY, INC.	PO BOX 1765	MOBILE	AL
R. L. MARK & COMPANY, LTD.	BYERS COURT-24A WEBSTER INDUSTRIAL PK	ST. MICHAEL	BB

R.K. BLACK, INC.	4111 PERIMETER CENTER PLACE	OKLAHOMA CITY	OK
RAY A MORGAN COMPANY	3131 ESPLANADE	CHICO	CA
REACH TECHNOLOGIES	4850 GOLDEN PARKWAY SUITE B 421	BUFORD	GA
RHYME BUSINESS PRODUCTS, LLC	N 6832 HIGHWAY 51 SOUTH	PORTAGE	WI
RIGHT CLICK, INC	43-01 21ST STREET, SUITE 204	LONG ISLAND CITY	NY
RIVERSIDE OFFICE SUPPLY, INC	PO BOX 629	Riverside	CA
RIVERSIDE OFFICE SUPPLY, INC	PO BOX 629	Riverside	CA
ROPHO SALES, INC.	PO BOX 600	SALEM	VA
ROYAL BUSINESS SYSTEMS, INC	1515 E HOUSTON AVENUE	SPOKANE	WA
ROYAL BUSINESS SYSTEMS, INC.	200 W. 34TH AVE #747	ANCHORAGE	AK
RTR BUSINESS PRODUCTS, INC.	PO BOX 67	MURRYSVILLE	PA
RUMBLES DOCUMENT SOLUTIONS, LLC	PO BOX 89	THOMASVILLE	GA
RYAN BUSINESS SYSTEMS, INC.	455 GOVERNOR'S HIGHWAY	SOUTH WINDSOR	CT
SAPPHIRE OFFICE SOLUTIONS, INC	500 N. BROADWAY, STE 224	JERICHO	NY
SAULISBURY BUSINESS MACHINES, INC	7632 SOUTHRAIL ROAD	NORTH CHARLESTON	SC
SAXON OFFICE TECHNOLOGY, INC	225 LINCOLN HIGHWAY, SUITE 190	FAIRLESS HILLS	PA
SCIENTIFIC RETAIL SYSTEMS, INC	319 N.STATE STREET	CARO	MI
SHAWNEE OFFICE SYSTEMS, INC	PO BOX 503	SHAWNEE	OK
SHENANDOAH VALLEY OFFICE EQUIPMENT, INC.	PO BOX 878	VERONA	VA
SHIROSAWA CO. SAIC	SHIROSAWA CO SAIC	ASUNCION	PY
SIERRA OFFICE SOLUTIONS	4710 LONGLEY LANE	RENO	NV
SIERRA OFFICE SOLUTIONS	4710 LONGLEY LANE	RENO	NV
SIMPLIFIED OFFICE SOLUTIONS, INC.	6630 SOUTH 118TH STREET	OMAHA	NE
SISSINES OFFICE SYSTEMS, INC.	6123 PHILLIPS HIGHWAY	JACKSONVILLE	FL
SMART BUSINESS SYSTEMS	4807 MELROSE AVE	Los Angeles	CA
SOLUTION LENDING PARTNER, INC	2540 CORPORATE PL., SUITE B 111	Monterey Park	CA
SOLUTION ONE	7407 O STREET	LINCOLN	NE
SOLUTIONS YES, LLC	8300 SW HUNZIKER STREET	Portland	OR
SON-RISE	615 W. WESTFIELD AVENUE	ROSELLE PARK	NJ
SOUTHERN DUPLICATING OF CLARKSDALE INC.	PO BOX 1473	CLARKSDALE	MS
SOUTHERN OFFICE SUPPORT, INC	PO BOX 231	MEDINA	TN
SOUTHWEST BUSINESS MACHINES	3251 REVERE STREET SUITE 200	Aurora	CO
SPR, INC	6205 ALABAMA HWY 69	GUNTERSVILLE	AL
STANDARD BUSINESS MACHINES	PO BOX 28705	SAN JOSE	CA
STANDARD OFFICE SYSTEM	2475 MEADOWBROOK PARKWAY	DULUTH	GA
STANDLEY SYSTEMS, LLC	PO BOX 450	Chickasha	OK
STAR BUSINESS MACHINES, INC	3709 PATCH STREET	Stevens Point	WI
STAR COPY	3304 MONIER CIRCLE SUITE 110	RANCHO CORDOVA	CA
STARR DIGITAL SOLUTIONS, LTD.	6124 SEEDS ROAD	GROVE CITY	OH
STAT BUSINESS SYSTEMS	3921 SW 47 AVE SUITE 1021	FORT LAUDERDALE	FL
STILES OFFICE SOLUTIONS, INC	601 W INDUSTRIAL PARK ROAD	CARBONDALE	IL
STUART BUSINESS SYSTEMS, INC.	830 N.E. POP TILTON PLACE	JENSEN BEACH	FL
SUMMIT BUSINESS SYSTEMS, INC	PO BOX 5758	EDMOND	OK
SUMNERONE, INC	6717 WALDEMAR AVE	Saint Louis	MO
SUMNERONE, INC	6717 WALDEMAR AVE	Saint Louis	MO
SUMNERONE, INC.	6717 WALDEMAR AVE	Saint Louis	MO
SUPERIOR OFFICE SYSTEMS, INC.	PO BOX 7767	NORTH AUGUSTA	SC
SXM COPIEUR	199 RUE DE HOLLANDE	SAINT MARTIN	FR
TAM BUSINESS SYSTEMS, INC	150 FULTON AVE	GARDEN CITY PARK	NY
TASCOSA OFFICE MACHINES, INC	PO BOX 3548	AMARILLO	TX
TECHNOCOM BUSINESS SYSTEMS, INC.	3330 MONROE ROAD	Charlotte	NC
TECNOLOGIA COMPUTARIZADA S.A. COMTECH	CALLE PRINCIPAL ALTAMIRA	MANAGUA	NI
TERRELL'S OFFICE SOLUTIONS, INC	215 HAGGERTY LANE	BOZEMAN	MT
TEXAS DOCUMENT SOLUTIONS, INC	2600 LONGHORN BLVD. #102	AUSTIN	TX
THE AMOURY COMPANY	TEDDER ST. & PALMDALE AVE.	NASSAU	BS
THE COPIER NINJA, LLC	2838 N 10TH STREET	GERING	NE
THE COPIER WORKS OF LONGMONT	8105 WEST 1-25 FRONTAGE ROAD, UNIT 4	FREDERICK	CO
THE COPY IMAGE INC.	12626 HEATHER PARK DRIVE	GRANGER	IN
THE FRUTH GROUP, INC	4960 EAST BEVERLY RD	PHOENIX	AZ
THE LANG COMPANY	540 SOUTH 13TH STREET	LOUISVILLE	KY
THE OFFICE PLANNING GROUP, INC	103 EAST H STREET	IRON MOUNTAIN	MI
THE OFFICE SHOP, INC	131 VILLAGE SQUARE	BATESVILLE	IN
THE TONER EXCHANGE	3305 KITTY HAWK ROAD	WILMINGTON	NC
TOPAZ ARCHITECTURAL AND ENG SU	35 POND PARK ROAD	HINGHAM	MA
TOTAL OFFICE CONCEPTS, INC	PO BOX 923	WALLA WALLA	WA
TRI-STATE CAMERA EXCHANGE, INC	150 SULLIVAN STREET	BROOKLYN	NY
TRI-STATE DISTRIBUTION, INC.	PO BOX 600	SPARTA	TN
TTS GROUP, INCORPORATED	2015 DEAN STREET, STE 5	SAINT CHARLES	IL
U.S. BUSINESS SYSTEMS, INC	3221 SOUTHVIEW DRIVE	ELKHART	IN
UBEO, LLC	PO BOX 791070	San Antonio	TX
UCI DOCUMENT SOLUTIONS	1000 S ADAMS	AMARILLO	TX
ULTREX BUSINESS SOLUTIONS, INC.	110 SW 9TH AVE	ALBANY	OR
UNI COPY TECHNOLOGIES INC	PO BOX 10905	New Orleans	LA
UNITECH BUSINESS SOLUTIONS INC	2313 SAN DARIO AVENUE	LAREDO	TX
UNITED BUSINESS MACHINES OF WA., INC.	11050 118TH PLACE NE	KIRKLAND	WA
VALLEY BUSINESS SYSTEMS, INC	1344 CENTER STREET	BETHLEHEM	PA
VALLEY OFFICE SYSTEMS, INC	2050 1ST STREET	IDAHO FALLS	ID
VIKING OFFICE SUPPLY INC	PO BOX 727	JASPER	AL
VISUAL EDGE, INC- DBA TECHNOCOM	3330 MONROE ROAD	Charlotte	NC
VISUAL EDGE, INC. dba A.B. Dick	3874 HIGHLAND PARK NW	North Canton	OH
VISUAL EDGE, INC. dba Brady's Business Systems	8173 EMBURY ROAD	Grand Blanc	MI
VISUAL EDGE, INC. dba Brady's Business Systems	4265 E HOLLAND AVENUE	SAGINAW	MI
WALTZ BUSINESS SOLUTIONS, INC.	730 CENTRE VIEW BLVD	CRESTVIEW HILLS	KY
WAREHOUSE DIRECT, INC	2001 S MOUNT PROSPECT ROAD	DES PLAINES	IL
WATTS COPY SYSTEMS, INC	2860 STANTON AVENUE	SPRINGFIELD	IL
WBS TECHNOLOGIES, INC	5555 N NOB HILL ROAD	Sunrise	FL

WEBER OFFICE EQUIPMENT	1001 W. RIGGIN ROAD	MUNCIE	IN
WEST TN BUSINESS MACHINES, INC	405 HIGHWAY 51 BYPASS NORTH	DYERSBURG	TN
WHOLESALE OFFICE MACHINES COMPANY INC	109 METRO DRIVE	TERRELL	TX
WIGHT OFFICE MACHINES COMPANY, INC.	PO BOX 5	FORT SMITH	AR
WILLITS COPIERS	200 E. MAIN STREET	LOCK HAVEN	PA
WHY IMAGING SYSTEMS, INC	305 CAYUGA ROAD, SUITE 140	CHEEKTOWAGA	NY
WORLD TRADE COPIERS CORPORATION	666 MORGAN AVE	Brooklyn	NY
XEROGRAPHIC BUSINESS SYSTEMS	790 DIXIE AVENUE	Elizabethtown	KY
XPO BUSINESS EQUIPMENT	313 WEST RIDGE PIKE	LIMERICK	PA
YOST, INC.	685 EAST ANDERSON STREET	IDAHO FALLS	ID
YOUNG SYSTEMS CORP	13125 MIDWAY PLACE	CERRITOS	CA
ZENO DIGITAL SOLUTIONS, LLC	10688 HADDINGTON DRIVE	HOUSTON	TX
ZENO OFFICE SOLUTIONS INC	5301 W. LOOP 250 NORTH	MIDLAND	TX

# AEPA | Copiers and Printing Equipment



See your  
local  
Participating  
Agency  
on Page 3.



**AEPA**

Contract Number AEPA IFB #017-B



KYOCERA Document Solutions America, Inc.  
National Account Sales  
<https://usa.kyoceradocumentsolutions.com/>



Association of Educational  
Purchasing Agencies



# AEPA | Participation Agencies and States

The Association of Educational Purchasing Agencies' (AEPA) is a nationwide group of nonprofit educational organizations working collaboratively to save school districts time and money.

AEPA has more than \$330 million in annual protected purchases. We are currently 28 members strong, representing schools serving more than 25 million students. Together we have hundreds of years of public sector purchasing experience.

## Program Advantages:

- Time savings with lowest national pricing available
- Attract and leverage national vendors
- Detailed and complete bid process through nationally experienced participants
- Volume contracts based on 28 member participation
- Avoid duplication and expense of bid process

Our mission is to cooperatively serve our agency memberships through a continuous effort to explore and solve present and future purchasing needs. Our goals include working on your behalf to secure multi-state volume purchasing contracts that have benefits that are measurable, cost-effective and continuously exceed our membership's expectations.

Our current membership consists of the following states:

California	Iowa	Montana	Pennsylvania
Colorado	Kansas	North Dakota	Texas
Connecticut	Kentucky	Nebraska	Virginia
Florida	Massachusetts	New Jersey	Washington
Georgia	Michigan	New Mexico	West Virginia
Illinois	Minnesota	Ohio	Wisconsin
Indiana	Missouri	Oregon	Wyoming



Association of Educational  
Purchasing Agencies





**Colorado BOCES Association**  
Colorado



**Cooperative Purchasing Agency**  
North Georgia, Northeast Georgia, RESA & Pioneer RESA



**Capitol Region Education Council**  
Connecticut, Maine, New Hampshire, Rhode Island, Vermont



**Fairfax County Public Schools**  
Virginia



**Northeast Wyoming BOCES**  
Wyoming, South Dakota



**Wilson Education Center**  
Indiana



**The Education Cooperative**  
Massachusetts



**CESA Purchasing Org.**  
Wisconsin



**Cooperative Educational Services**  
New Mexico



**Green River Regional Educational Cooperative**  
Kentucky, Tennessee, Alabama, Georgia, Louisiana, North Carolina



**Cal Save - Monterey County Office of Education**  
California, Arizona, Nevada



**Illinois Learning Technology Purchase Program**  
Illinois



**AEA Purchasing**  
Iowa



**Southeast Kansas Education Service Center**  
Kansas, Oklahoma



**Cooperative Purchasing Connection**  
Minnesota, South Dakota



**Montana Cooperative Services LLC**  
Montana, Idaho

Montana, Cooperative Services LLC



**Nebraska Cooperative Purchasing**  
Nebraska



**Keystone Purchasing Network**  
Pennsylvania, Delaware, Maryland, New Hampshire, New York, Rhode Island



**Educational Services Commission of New Jersey**  
New Jersey



**North Dakota Educators Service Cooperative**  
North Dakota



**Ohio Council of Educational Purchasing Consortia**  
Ohio



**Inter-Mountain Education Service District**  
Oregon



**TexBuy**  
Texas



**Oakland Schools**  
Michigan



**King County Director's Association**  
Washington, Alaska, Idaho



**Regional Education Service Agencies**  
West Virginia

Kyocera National Accounts In Partnership with  
the Association of Educational Purchasing Agencies  
Contract Number: AEPA IFB #017-B

## GENERAL CONTRACT INFORMATION

### Ordering Procedure

Individual State Cooperative terms and conditions related to ordering may vary from state to state. Please refer to the terms and conditions as listed in the bid offering or contact your local National Account Manager for assistance. The bid offering terms and conditions are available at the AEPA website at <http://aepa-coop.org/>.

When a member agency selects product from Kyocera using the AEPA contract, the member agency issues a purchase order on a direct basis to Kyocera to the address below:

### Ordering Address

KYOCERA Document Solutions America, Inc.  
Attn.: National Accounts  
c/o Local Authorized Dealer (insert name)  
225 Sand Road, PO Box 40008  
Fairfield, NJ 07004-0008  
Telephone: (973) 808-8444  
e-mail: [natorders@da.kyocera.com](mailto:natorders@da.kyocera.com) • Fax: (973) 882-4411  
DUNS #06-446-5503

### Payment Address

KYOCERA Document Solutions America, Inc.  
As Shown on Invoice

This process is to be followed with the following exceptions:

- Indiana - All Indiana orders are to be placed using the IAESC Web Based ordering system.
- New Mexico - All New Mexico orders are to be placed through the CES the governing Cooperative for New Mexico.

For assistance on ordering in Indiana or New Mexico, please contact the National Account Manager for each of these states or the lead National Account Manager for the AEPA contract Philip Borchardt.

### Payment Terms

Net 30 days. All prices shown herein are net (discount deducted).

**Federal I.D. No.**  
TIN: 95-2819506

**DUNS#**  
06-446-5503

**Business Size**  
Large

### Limited Warranty

Kyocera warrants that all equipment delivered under this contract shall conform to the specification of this contract. All equipment will carry a 12-month manufacturers warranty against any defects in material and workmanship for a period of one year from the date of installation by Kyocera or an Authorized Kyocera Dealer except drums which are limited to proper performance at the time of installation. In the event this product is found to be defective within the warranty period, Kyocera obligation and your exclusive remedy shall be replacement of any defective parts. These warranties would be void if the equipment is not operated properly or misused. Drum warranties are limited to electrical functioning of the drum and are void if misused or physically damaged by the operator.

### Service

The AEPA contract calls for service billing to be done on a "Cost Per Copy" (CPC) basis by the Authorized servicing dealer. A service & supply program will be set up at time of installation. This service will be on-site and will include all parts & labor, all preventative maintenance, and consumables except paper and staples.

### Lease Plans

Lease Plans are available upon request. Please contact your National Account Manager for more information.

### Delivery

It is desired that delivery be made within thirty-days (30) of receipt of the purchase order.

### Defective Goods

Kyocera agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Kyocera agrees to arrange for return shipment of damaged goods.

For more information please contact  
the Kyocera Account Manager responsible  
for this contract nationwide, Philip Borchardt  
by calling: (612) 670-3889,  
or e-mail [philip.borchardt@da.kyocera.com](mailto:philip.borchardt@da.kyocera.com)



Kyocera is not responsible for typographical errors.  
Designs and specifications subject to change without notice.  
Photos are for illustration only, and may contain optional accessories not included in specific product configurations.  
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## ***Request for Council Action***

RES ☒ # R-22-20

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 5/18/2022

Department: Finance

Meeting Date Requested: 5/23/2022

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

Subject: Purchase of New Copy Machines

Background: The City entered into a lease purchase agreement in 2013 to purchase new copy machines for various locations in municipal buildings. Currently, the copy machines have required frequent servicing, sometimes multiple times per week. Due to age, availability of parts, and supplies, maintenance for the copiers have become burdensome for both City Staff and Sumner One. City staff has been in discussions with the staff at Sumner One to purchase new copy machines and continue the service agreement for the new copy machines. Sumner One is a participating vendor with the Association of Educational Purchasing Agencies (AEPA) and satisfies all requirements of the City's purchasing policy.

Budget Discussion: Funds are budgeted in the amount of \$ \$41,000 from the CERF Fund. Ongoing costs are estimated to be \$ 12,000 annually. Previous years' funding was \$12,000

Public/Board/Staff Input: See attached contracts, addendum, and AEPA documentation

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

Dominic Accurso  
Department Director/Administrator

JM  
City Attorney

SW  
City Manager

**RESOLUTION NO. R-22-21**

**A RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS  
AND AUTHORIZING THE DONATION OF SURPLUS ITEMS TO THE  
MIDWEST RECYCLING CENTER.**

**WHEREAS**, the items set forth in the attachment, Exhibit "A" are no longer necessary for any municipal public purpose of the City; and

**WHEREAS**, the items set forth in Exhibit "A" are obsolete technology that would be more costly to properly dispose of than their present value, and therefore, should be donated to the Midwest Recycling Center, which is able to salvage and otherwise properly dispose of such obsolete technology.

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

**THAT**, the items set forth in Exhibit "A" are hereby declared as surplus property of the City of Gladstone; and

**FURTHER, THAT**, the City Manager of the City of Gladstone is hereby authorized to donate the items set forth in Exhibit "A" to Midwest Recycling Center.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE  
CITY OF GLADSTONE, MISSOURI THIS 23RD DAY OF MAY 2022.**

---

Bill Garnos, Mayor

**ATTEST:**

---

Kris Keller, City Clerk

<u>Inventory Item</u>	<u>Description</u>	<u>Date Purchased</u>
C.273	Desktop Computer HP DC8500	2008-04-01
C.307	Desktop Computer HP 6005 Pro	2010-06-08
C.308	Desktop Computer HP 6005 Pro	2010-06-08
C.311	Desktop Computer HP 6005 Pro	2010-06-08
C.319	Desktop Computer HP 6005 Pro	2010-06-08
C.320	Desktop Computer HP 6005 Pro	2010-06-08
C.323	Desktop Computer HP 6005 Pro	2010-06-08
C.326	Desktop Computer HP 6005 Pro	2010-06-08
C.329	Desktop Computer HP 6200 Pro	2012-04-24
C.330	Desktop Computer HP 6200 Pro	2012-04-24
C.331	Desktop Computer HP 6200 Pro	2012-04-24
C.333	Desktop Computer HP 6200 Pro	2012-04-24
C.336	Desktop Computer HP 6200 Pro	2012-04-24
C.338	Desktop Computer HP 6200 Pro	2012-04-24
C.341	Desktop Computer HP 6200 Pro	2012-04-24
C.342	Desktop Computer HP 6200 Pro	2012-04-24
C.344	Desktop Computer HP 6200 Pro	2012-04-24
C.348	Desktop Computer HP 6200 Pro	2012-04-24
C.349	Desktop Computer Hp 6305 Pro	2013-05-22
C.351	Desktop Computer Hp 6305 Pro	2013-05-22
C.352	Desktop Computer Hp 6305 Pro	2013-05-22
C.353	Desktop Computer Hp 6305 Pro	2013-05-22
C.354	Desktop Computer Hp 6305 Pro	2013-05-22
C.356	Desktop Computer Hp 6305 Pro	2013-05-22
C.357	Desktop Computer Hp 6305 Pro	2013-05-22
C.359	Desktop Computer Hp 6305 Pro	2013-05-22
C.360	Desktop Computer Hp 6305 Pro	2013-05-22
C.361	Desktop Computer Hp 6305 Pro	2013-05-22
C.362	Desktop Computer Hp 6305 Pro	2013-05-22
C.364	Desktop Computer Hp 6305 Pro	2013-05-22
C.365	Desktop Computer Hp 6305 Pro	2013-05-22
C.368	Desktop Computer Hp 6305 Pro	2014-04-11
C.373	Desktop Computer Hp 6305 Pro	2014-04-11
C.376	Desktop Computer Hp 6305 Pro	2014-04-11
C.382	Desktop Computer Hp 6305 Pro	2014-04-14
C.387	Desktop Computer Hp 6305 Pro	2014-06-18
C.393	Desktop Computer Hp 6305 Pro	2014-06-18
C.399	Desktop Computer Hp 6305 Pro	2014-06-18
C.410	Desktop Computer HP Prodesk 400 G1	2014-12-12
C.413	Desktop Computer HP Prodesk 400 G1	2014-12-12
C.428	Desktop Computer HP Prodesk 400 G3	2016-06-27
C.456	Desktop Computer HP Prodesk 400 G5	2019-02-15
C.467	Desktop Computer HP Prodesk 400 G5	2019-02-15
Dell REV-A00	Computer Monitor	
HP6710B	Laptop Computer	
HPLV2311	Computer Monitor	
L.024	Laptop Computer HP Probook 6530b	2009-05-15
L.33	Laptop Computer HP Probook 6550b	2010-10-06
L.36	Laptop Computer HP Probook 6550b	2010-10-06
L.37	Laptop Computer HP Probook 6550b	2010-10-06
L.38	Laptop Computer HP Probook 6550b	2010-10-06

<u>Inventory Item</u>	<u>Description</u>	<u>Date Purchased</u>
LG-EB2442T	Computer Monitor	
M.248	Computer Monitor HP L1706	2006-05-09
M.252	Computer Monitor HP L1706	2006-09-18
M.261	Computer Monitor HP L1940T	2007-01-31
M.270	Computer Monitor HP L1906	2007-11-05
M.280	Computer Monitor VG930m	2007-12-15
M.291	Computer Monitor HP L1910	2008-06-18
M.292	Computer Monitor HP L1910	2008-06-18
M.294	Computer Monitor HP L1910	2008-06-18
M.298	Computer Monitor HP L1910	2008-06-18
M.312	Computer Monitor HP L1910	2008-06-18
M.313	Computer Monitor HP L1910	2008-06-18
M.324	Computer Monitor HP L2208w	2008-06-18
M.339	Computer Monitor HP L1910	2009-01-07
M.340	Computer Monitor HP L2208w	2009-01-07
M.341	Computer Monitor HP L2208w	2009-01-07
M.342	Computer Monitor HP L2208w	2009-07-10
M.345	Computer Monitor HP L2208w	2009-03-12
M.350	Computer Monitor HP L2208w	2009-06-18
M.351	Computer Monitor HP L2208w	2009-06-18
M.353	Computer Monitor ASUS VW224T 22	2010-01-19
M.355	Computer Monitor ASUS VW224T 22	2010-01-19
M.358	Computer Monitor Acer 22 223WBDB	2012-05-20
M.361	Computer Monitor Acer 22 223WBDB	2010-05-20
M.368	Computer Monitor HP LE2201W	2011-06-15
M.369	Computer Monitor HP LE2201W	2011-06-15
M.370	Computer Monitor Acer x223w	2011-06-28
M.374	Computer Monitor HP LE2201W	2011-07-15
M.382	Computer Monitor Acer V223W	2012-04-13
M.383	Computer Monitor Acer V223W	2012-04-13
M.384	Computer Monitor Acer V223W	2012-04-13
M.396	Computer Monitor Acer P246HL	2013-01-30
M.398	Computer Monitor Acer V173	2013-03-13
M.404	Computer Monitor LG EB2442	2013-04-26
M.407	Computer Monitor LG EB2442	2013-04-26
M.414	Computer Monitor LG 22EC33TB	2013-05-20
M.418	Computer Monitor LG 22EC33TB	2013-07-03
M.421	Computer Monitor LG 22EC33TB	2013-07-03
M.422	Computer Monitor LG 22EC33TB	2013-07-03
M.423	Computer Monitor LG 22EC33TB	2013-07-03
M.426	Computer Monitor LG 22ECT33TB	2013-10-17
M.439	Computer Monitor HP LV2311	2014-03-25
M.450	Computer Monitor HP LV2311	2014-03-26
SNPRC-0502	Scanner	
M.237	Computer Monitor CRT Monitor	Unknown
M.232	Computer Monitor CRT Monitor	Unknown
M.240	Computer Monitor CRT Monitor	Unknown
M.334	Computer Monitor HP 19" LCD Monitor	2007-06-18
M.304	Computer Monitor HP 19" LCD Monitor	2007-06-18

<u>Inventory Item</u>	<u>Description</u>	<u>Date Purchased</u>
M.285	Computer Monitor HP 19" LCD Monitor	2007-06-18
C.280	Desktop Computer Dell GX520	Unknown
C.281	Desktop Computer Dell GX520	Unknown
C.286	Desktop Computer Dell GX520	Unknown
C.283	Desktop Computer Dell GX520	Unknown
C.239	Desktop Computer Compaq DC 5100	2006-04-03
C.306	Desktop Computer HP ProDesk 6005	2010-04-08
	Various lead acid batterie UPS battery backup	unknown



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

RES ☒ # R-22-21

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 5/18/2022

Department: Finance

Meeting Date Requested: 5/23/2022

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

Subject: Surplus IT Equipment

Background: IT equipment is utilized by staff every day to assist in providing City services. Over time, the equipment comes to the end of its useful life or it is not economical to pay for repair. Certain IT equipment (mostly monitors and PC's) should be disposed of properly.

Budget Discussion: Funds are budgeted in the amount of \$500 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$

Public/Board/Staff Input: Staff has diligently looked for the best way to surplus IT equipment that has come to the end of its useful life. Staff is recommending disposing equipment (see Exhibit A for list of equipment to be disposed) by donating the equipment to Midwest Recycling Center, where the equipment will be recycled and disposed of in a proper manor.

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

Dominic Accurso  
Department Director/Administrator

JM  
City Attorney

SW  
City Manager



## RESOLUTION NO. R-22-22

**A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH MEGAKC CORPORATION, FOR THE CARRIAGE COMMONS DRAINAGE IMPROVEMENTS PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$13,256.54 FOR PROJECT CP2132.**

WHEREAS, work under the contract with MegaKC Corporation, for the Carriage Commons Drainage Improvements, Project CP2132, has been completed to the satisfaction of the Director of Public Works.

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

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

Original Contract Amount:	\$ 281,250.00
Change Order(s):	(16,519.18)
Revised Contract Amount:	\$ 264,730.82
Amount Paid to Date:	251,494.28
<b>Total Amount Due Final Pay:</b>	<b>\$ 13,236.54</b>

FURTHER, THAT, funds for such purpose are authorized from the Capital Improvements Sales Tax Fund and the Missouri Department of Natural Resources Stormwater Grant Program.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23<sup>rd</sup> DAY OF MAY 2022.**

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

ATTEST:

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



## *Request for Council Action*

RES ☒ # R-22-22

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 5/18/2022

Department: Public Works

Meeting Date Requested: 5/23/2022

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

Subject: Final payment approval, Project CP2132, Carriage Commons Drainage Improvements.

Background: Work has been completed on the referenced project and the contractor, MegaKC Corporation, has made application for final pay. Change Orders were the result of the City supplying fill material and a reduction between plan quantities and field measured quantities.

Budget Discussion: Funds for this contract were budgeted from the Capital Improvements Sales Tax Fund and the Missouri Department of Natural Resources Stormwater Grant Program.

Original Contract Amount:	\$ 281,250.00
Change Order(s):	(16,519.18)
Revised Contract Amount:	\$ 264,730.82
Amount Paid to Date:	251,494.28
<b>Total Amount Due Final Pay:</b>	<b>\$ 13,236.54</b>

Public/Board/Staff Input:

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

Timothy A. Nebergall  
Department Director/Administrator

JM  
City Attorney

SW  
City Manager



## *Request for Council Action*

**RES** ☐ # City Clerk Only

**BILL** ☐ # City Clerk Only

**ORD** # City Clerk Only

Date: 4/26/2022

Department: Community Development

Meeting Date Requested: 5/23/2022

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

Subject: Special Event Permit

Background: Remax Revolution Sharp Agent is hosting a customer appreciation picnic at Happy Rock Park West on Saturday, July 16, 2022 from 5:30 pm to 8:30 pm. There will be a hot air balloon on site for rides along with a food truck.

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

Public/Board/Staff Input: See attached letter of transmittal

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

Alan D. Napoli, C.B.O.  
Community Development Administrator | Building Official

JM  
City Attorney

SW  
City Manager

# LETTER OF TRANSMITTAL



**CITY OF GLADSTONE**  
**Community Development Department**  
**P.O. Box 10719**  
**Gladstone, Missouri 64188-0719**  
**Tel. (816) 436-2200 Fax (816) 436-2228**



**TO: CITY COUNCIL**  
**FROM: COMMUNITY DEVELOPMENT**  
**DATE: APRIL 26, 2022**  
**PERMIT NO.: SEP22-00062**  
**RE: TYPE 4 OUTDOOR SPECIAL EVENT**

**NAME OF EVENT: REMAX REVOLUTION SHARP AGENT - CUSTOMER APPRECIATION PICNIC**  
**LOCATION OF EVENT: HAPPY ROCK PARK WEST**  
**7512 NE ANTIOCH ROAD**  
**DATE OF EVENT: SATURDAY, JULY 16, 2022**  
**TIME OF EVENT: 5:30PM TO 8:30PM**  
**EST. ATTENDANCE: 100±**

## REQUESTED TEMPORARY VARIANCE:

- ☐ Section 2.120.050 Noise prohibited.
- ☐ Section 2.130.010(2) Park rules and regulations (hours).
- ☐ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
- ☐ Section 2.135.040 Prohibition of smoking on or within all public park grounds.
- ☐ Section 2.140.040 Public fireworks display prohibited, exceptions.
- ☐ Section 5.110.1800 Drinking in public.
- ☐ Section 5.160.230(a) Street use permit (street use permit allowed).
- ☒ Section 9.1600.110 Temporary signs.
- ☒ Section 2.100.250(1) Outdoor display, sale and storage
- ☒ Section 2.100.250(3) Sales Transactions
- ☐ Other – Section \_\_\_\_\_
- ☐ Other – Section \_\_\_\_\_

**REMARKS:** City staff has reviewed the application and finds that the variance(s) are appropriate for this venue.

Signed: \_\_\_\_\_

Alan D. Napoli, C.B.O.

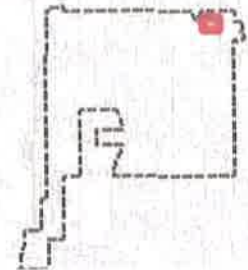
Community Development Administrator | Building Official

## ATTACHMENT(S):

- ☒ Map
- ☐ Other \_\_\_\_\_



## Gladstone, MO



### Legend

- Stop Sign
- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
- Church
- Apartment Point
- Street Centerline
- Edge Of Pavement
- Driveway
- City Limits
- Parcel
- House Number
- School Polygon
- Villages
- Apartment Polygon

### Notes

333.3 0 166.67 333.3 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



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

**RES** ☐ # City Clerk Only

**BILL** ☐ # City Clerk Only

**ORD** # City Clerk Only

Date: 3/25/2022

Department: Community Development

Meeting Date Requested: 5/9/2022

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

Subject: Special Event Permit

Background: The Public Works Department will hold the City's Annual Household Hazardous Waste Drop-Off for the residents of Gladstone. The event will be held at Happy Rock Park West on Saturday, August 13, 2022 from 8:00 am to 12:00 pm

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

Public/Board/Staff Input: See attached letter of transmittal

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

Alan D. Napoli, C.B.O.  
Community Development Administrator | Building Official

JM  
City Attorney

SW  
City Manager

# LETTER OF TRANSMITTAL



**CITY OF GLADSTONE**  
**Community Development Department**  
**P.O. Box 10719**  
**Gladstone, Missouri 64188-0719**  
**Tel. (816) 436-2200 Fax (816) 436-2228**



**TO: CITY COUNCIL**  
**FROM: COMMUNITY DEVELOPMENT**  
**DATE: MARCH 25, 2022**  
**PERMIT NO.: SEP22-00052**  
**RE: TYPE 4 OUTDOOR SPECIAL EVENT**


**NAME OF EVENT: HOUSEHOLD HAZARDOUS WASTE**  
**LOCATION OF EVENT: 7512 NE ANTIOCH ROAD**  
**HAPPY ROCK PARK WEST**  
**DATE OF EVENT: SATURDAY, AUGUST 13, 2022**  
**TIME OF EVENT: 8:00AM TILL 12:00PM**  
**EST. ATTENDANCE: 300±**

## REQUESTED TEMPORARY VARIANCE:

- ☒ Section 2.120.050 Noise prohibited.  
☐ Section 2.130.010(2) Park rules and regulations (hours).  
☐ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).  
☐ Section 2.135.040 Prohibition of smoking on or within all public park grounds.  
☐ Section 2.140.040 Public fireworks display prohibited, exceptions.  
☐ Section 5.110.1800 Drinking in public.  
☐ Section 5.160.230(a) Street use permit (street use permit allowed).  
☒ Section 9.1600.110 Temporary signs.  
☐ Other – Section \_\_\_\_\_  
☐ Other – Section \_\_\_\_\_

**REMARKS:** City staff has reviewed the application and finds that the variance(s) are appropriate for this venue.

Signed:

  
Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

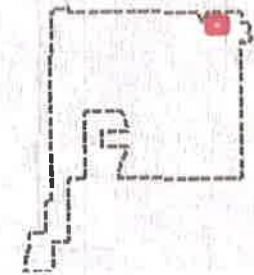
## ATTACHMENT(S):

- ☒ Map  
☐ Other \_\_\_\_\_





## Gladstone, MO



### Legend

- Stop Sign
- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
- Church
- Apartment Point
- Street Centerline
- Edge Of Pavement
- Driveway
- City Limits
- Parcel
- House Number
- School Polygon
- Villages
- Apartment Polygon

### Notes

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THIS MAP IS NOT TO BE USED FOR NAVIGATION





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

**RES** ☐ # City Clerk Only

**BILL** ☐ # City Clerk Only

**ORD** # City Clerk Only

Date: 5/5/2022

Department: Community Development

Meeting Date Requested: 5/23/2022

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

Subject: Special Event Permit

Background: The Friends of the Atkins-Johnson Farm & Museum will be hosting their annual Restoration Run; a 5k run and 1K walk fundraising event. The 5K runners will start at the AJ Farm & Museum, run around the farm, along Pleasant Valley Road, through White Chapel Cemetery, back along Pleasant Valley Road and will end at the AJ Farm & Museum. The 1K walkers will start at the AJ Farm & Museum and walk around the farm property.

The event will take place on Saturday, August 20, 2022 from 6:00 am to 9:30 am. There will also be a pre-event reception at the Atkins-Johnson Farm & Museum Friday, August 19, 2022.

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

Public/Board/Staff Input: See attached letter of transmittal

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

Alan D. Napoli, C.B.O.  
Community Development Administrator | Building Official

JM  
City Attorney

SW  
City Manager

# LETTER OF TRANSMITTAL



**CITY OF GLADSTONE**  
**Community Development Department**  
**P.O. Box 10719**  
**Gladstone, Missouri 64188-0719**  
**Tel. (816) 436-2200 Fax (816) 436-2228**



**TO: CITY COUNCIL**  
**FROM: COMMUNITY DEVELOPMENT**  
**DATE: MAY 5, 2022**  
**PERMIT NO.: SEP22-00068**  
**RE: TYPE 4 OUTDOOR SPECIAL EVENT**

**NAME OF EVENT: FRIENDS OF ATKINS-JOHNSON FARM RESTORATION RUN**  
**LOCATION OF EVENT: 4109 PLEASANT VALLEY ROAD**  
**ATKINS-JOHNSON FARM & MUSEUM**  
**DATE OF EVENT: SATURDAY, AUGUST 20, 2022**  
**TIME OF EVENT: 6:00AM TO 9:30AM**  
**EST. ATTENDANCE: 200±**

## REQUESTED TEMPORARY VARIANCE:

- ☒ Section 2.120.050 Noise prohibited.
- ☒ Section 2.130.010(2) Park rules and regulations (hours).
- ☒ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
- ☐ Section 2.135.040 Prohibition of smoking on or within all public park grounds.
- ☐ Section 2.140.040 Public fireworks display prohibited, exceptions.
- ☒ Section 5.110.1800 Drinking in public.
- ☒ Section 5.160.230(a) Street use permit (street use permit allowed).
- ☒ Section 9.1600.110 Temporary signs.
- ☐ Other – Section \_\_\_\_\_
- ☐ Other – Section \_\_\_\_\_

**REMARKS:** City staff has reviewed the application and finds that the variance(s) are appropriate for this venue.

Signed: \_\_\_\_\_

Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

## ATTACHMENT(S):

- ☒ Map
- ☐ Other \_\_\_\_\_

+

Back

road closed

Road closed

Road closed



100m  
300ft



GISMa



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 3/25/2022

Department: Community Development

Meeting Date Requested: 5/9/2022

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

Subject: Special Event Permit

Background: The Parks, Recreation and Cultural Arts Department will host the City's Annual Pickin' on the Front Porch Bluegrass Concert at the Atkins-Johnson Farm and Museum on Saturday, September 10, 2022 from 7:00 pm to 9:00pm. This is a free event and attendees will be invited to spread out across the front lawn.

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

Public/Board/Staff Input: See attached letter of transmittal

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

Alan D. Napoli, C.B.O.  
Community Development Administrator | Building Official

JM  
City Attorney

SW  
City Manager

# LETTER OF TRANSMITTAL



**CITY OF GLADSTONE**  
**Community Development Department**  
**P.O. Box 10719**  
**Gladstone, Missouri 64188-0719**  
**Tel. (816) 436-2200 Fax (816) 436-2228**



**TO: CITY COUNCIL**  
**FROM: COMMUNITY DEVELOPMENT**  
**DATE: MARCH 25, 2022**  
**PERMIT NO.: SEP22-00044**  
**RE: TYPE 4 OUTDOOR SPECIAL EVENT**

**NAME OF EVENT: PICKIN' ON THE FRONT PORCH**  
**LOCATION OF EVENT: 4109 NE PLEASANT VALLEY ROAD**  
**ATKINS-JOHNSON FARM AND MUSEUM**  
**DATE OF EVENT: SATURDAY, SEPTEMBER 10, 2022**  
**TIME OF EVENT: 7:00PM TILL 9:00PM**  
**EST. ATTENDANCE: 200±**

## REQUESTED TEMPORARY VARIANCE:

- ☒ Section 2.120.050 Noise prohibited.  
☒ Section 2.130.010(2) Park rules and regulations (hours).  
☐ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).  
☐ Section 2.135.040 Prohibition of smoking on or within all public park grounds.  
☐ Section 2.140.040 Public fireworks display prohibited, exceptions.  
☐ Section 5.110.1800 Drinking in public.  
☐ Section 5.160.230(a) Street use permit (street use permit allowed).  
☒ Section 9.1600.110 Temporary signs.  
☐ Other – Section \_\_\_\_\_  
☐ Other – Section \_\_\_\_\_

**REMARKS:** City staff has reviewed the application and finds that the variance(s) are appropriate for this venue.

Signed: \_\_\_\_\_

Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

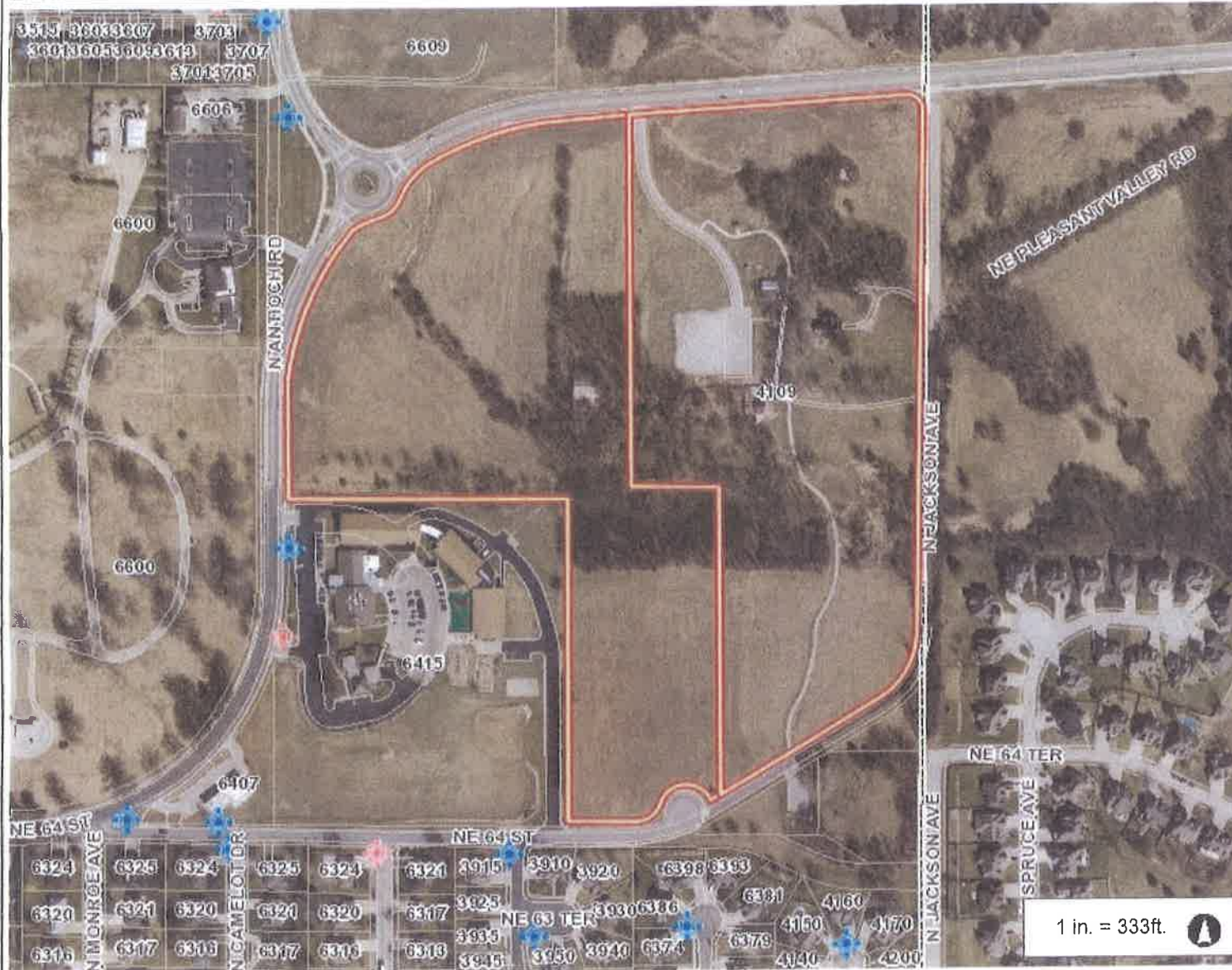
## ATTACHMENT(S):

- ☒ Map  
☐ Other \_\_\_\_\_



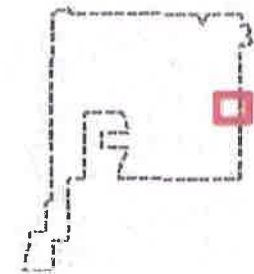


## Gladstone, MO



666.7 0 333.33 666.7 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



### Legend

- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
- Church
- Apartment Point
- Street Centerline
- Edge Of Pavement
- Driveway
- City Limits
- Parcel
- House Number
- Villages
- Apartment Polygon

### Notes



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

**RES** ☐# City Clerk Only

**BILL** ☐# City Clerk Only

**ORD** ☐# City Clerk Only

Date: 3/25/2022

Department: Community Development

Meeting Date Requested: 5/23/2022

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

Subject: Special Event Permit

Background: The Parks, Recreation and Cultural Arts Department will host the City's Annual Big Shoal Country Fair at the Atkins-Johnson Farm and Museum on Saturday, September 17, 2022 from 10:00 am to 4:00 pm. The event is free to the public and will feature music, crafts, kids zone, petting zoo and the pumpkin patch. Vendors will also be set up to sell various items including food vendors.

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

Public/Board/Staff Input: See attached letter of transmittal

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

Alan D. Napoli, C.B.O.  
Community Development Administrator | Building Official

JM  
City Attorney

SW  
City Manager

# LETTER OF TRANSMITTAL



**CITY OF GLADSTONE**  
**Community Development Department**  
**P.O. Box 10719**  
**Gladstone, Missouri 64188-0719**  
**Tel. (816) 436-2200 Fax (816) 436-2228**



**TO: CITY COUNCIL**  
**FROM: COMMUNITY DEVELOPMENT**  
**DATE: MARCH 25, 2022**  
**PERMIT NO.: SEP22-00046**  
**RE: TYPE 4 OUTDOOR SPECIAL EVENT**

**NAME OF EVENT: BIG SHOAL COUNTRY FAIR**  
**LOCATION OF EVENT: 4109 NE PLEASANT VALLEY ROAD**  
**ATKINS-JOHNSON FARM AND MUSEUM**  
**DATE OF EVENT: SATURDAY SEPTEMBER 17, 2022**  
**TIME OF EVENT: 10:00AM TILL 4:00PM**  
**EST. ATTENDANCE: 1,200±**

## REQUESTED TEMPORARY VARIANCE:

- ☒ Section 2.120.050 Noise prohibited.
- ☐ Section 2.130.010(2) Park rules and regulations (hours).
- ☐ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
- ☐ Section 2.135.040 Prohibition of smoking on or within all public park grounds.
- ☐ Section 2.140.040 Public fireworks display prohibited, exceptions.
- ☐ Section 5.110.1800 Drinking in public.
- ☐ Section 5.160.230(a) Street use permit (street use permit allowed).
- ☒ Section 9.1600.110 Temporary signs.
- ☒ Section 2.100.250(1) Outdoor display, sale and storage
- ☒ Section 2.100.250(3) Sales transactions

**REMARKS:** City staff has reviewed the application and finds that the variance(s) are appropriate for this venue.

Signed:

  
Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

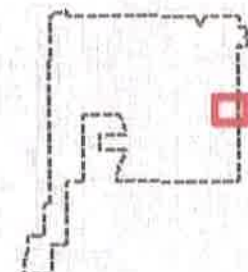
## ATTACHMENT(S):

- ☒ Map
- ☐ Other \_\_\_\_\_





## Gladstone, MO



1 in. = 333ft.



### Legend

- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
- Church
- Apartment Point
- Street Centerline
- Edge Of Pavement
- Driveway
- City Limits
- Parcel
- House Number
- Villages
- Apartment Polygon

### Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



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

**RES** ☐ # City Clerk Only

**BILL** ☐ # City Clerk Only

**ORD** # City Clerk Only

Date: 3/25/2022

Department: Community Development

Meeting Date Requested: 5/9/2022

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

Subject: Special Event Permit

Background: The Parks, Recreation, and Cultural Arts Department will host the City's Annual Fiesta on the Square; a premier Hispanic heritage celebration featuring authentic drinks, music, cuisine and activities. The event will be held at Linden Square on Saturday, September 17, 2022 from 5:00 pm to 10:00 pm.

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

Public/Board/Staff Input: See attached letter of transmittal

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

Alan D. Napoli, C.B.O.  
Community Development Administrator | Building Official

JM  
City Attorney

SW  
City Manager

# LETTER OF TRANSMITTAL



**CITY OF GLADSTONE**  
**Community Development Department**  
**P.O. Box 10719**  
**Gladstone, Missouri 64188-0719**  
**Tel. (816) 436-2200 Fax (816) 436-2228**



**TO: CITY COUNCIL**  
**FROM: COMMUNITY DEVELOPMENT**  
**DATE: MARCH 25, 2022**  
**PERMIT NO.: SEP22-00034**  
**RE: TYPE 4 OUTDOOR SPECIAL EVENT**

**NAME OF EVENT: FIESTA ON THE SQUARE**  
**LOCATION OF EVENT: 602 NE 70<sup>TH</sup> STREET**  
**LINDEN SQUARE**  
**DATE OF EVENT: SATURDAY, SEPTEMBER 17, 2022**  
**TIME OF EVENT: 5:00PM TILL 9:00PM**  
**EST. ATTENDANCE: 250±**

## REQUESTED TEMPORARY VARIANCE:

- ☒ Section 2.120.050 Noise prohibited.
- ☒ Section 2.130.010(2) Park rules and regulations (hours).
- ☒ Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
- ☐ Section 2.135.040 Prohibition of smoking on or within all public park grounds.
- ☐ Section 2.140.040 Public fireworks display prohibited, exceptions.
- ☒ Section 5.110.1800 Drinking in public.
- ☐ Section 5.160.230(a) Street use permit (street use permit allowed).
- ☒ Section 9.1600.110 Temporary signs.
- ☐ Other – Section \_\_\_\_\_
- ☐ Other – Section \_\_\_\_\_

**REMARKS:** City staff has reviewed the application and finds that the variance(s) are appropriate for this venue.

Signed: \_\_\_\_\_

Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

## ATTACHMENT(S):

- ☒ Map
- ☐ Other \_\_\_\_\_





## Gladstone, MO



### Legend

- Stop Sign
- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
- Church
- Apartment Point
- Street Centerline
- Edge Of Pavement
- Driveway
- City Limits
- Parcel
- House Number
- Villages
- Apartment Polygon

### Notes

83.3 0 41.67 83.3 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



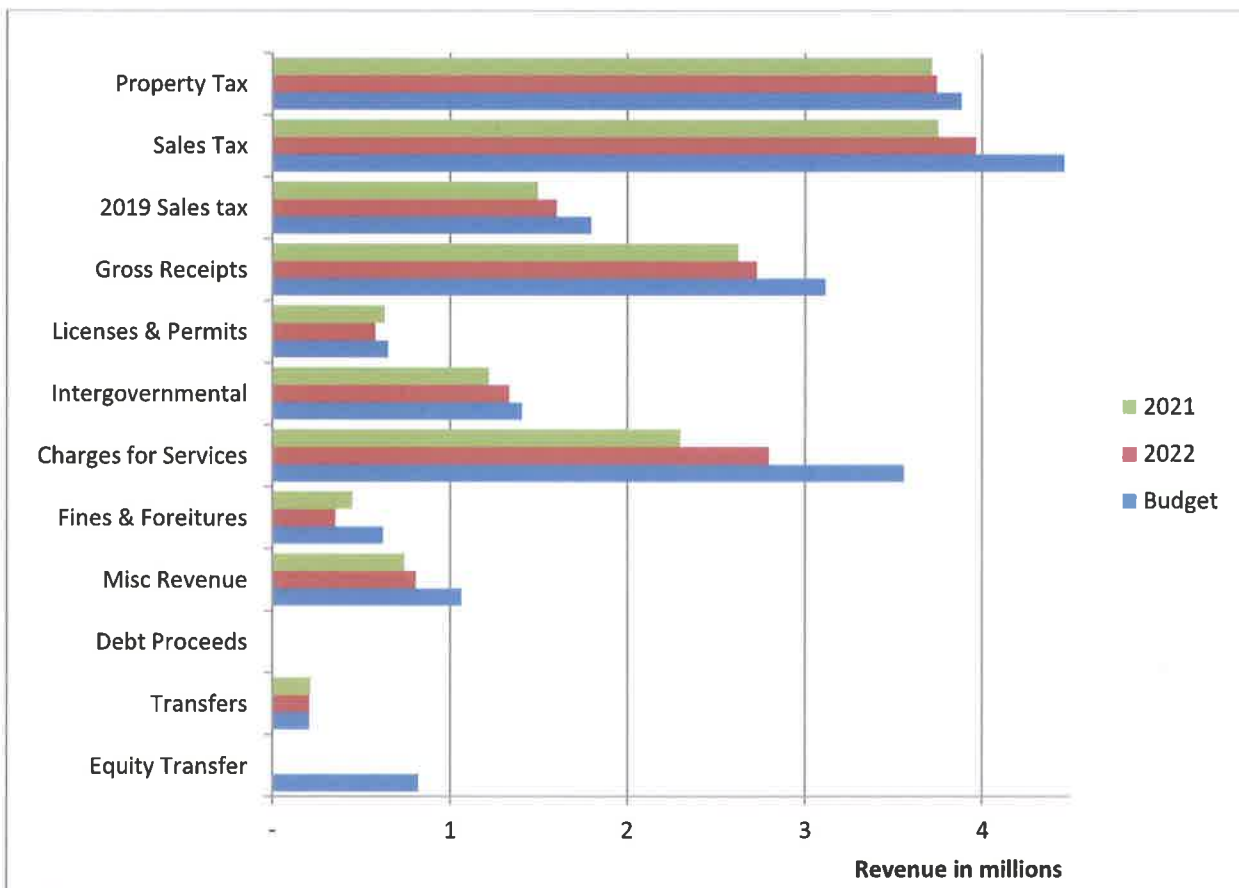
# CITY OF GLADSTONE MISSOURI

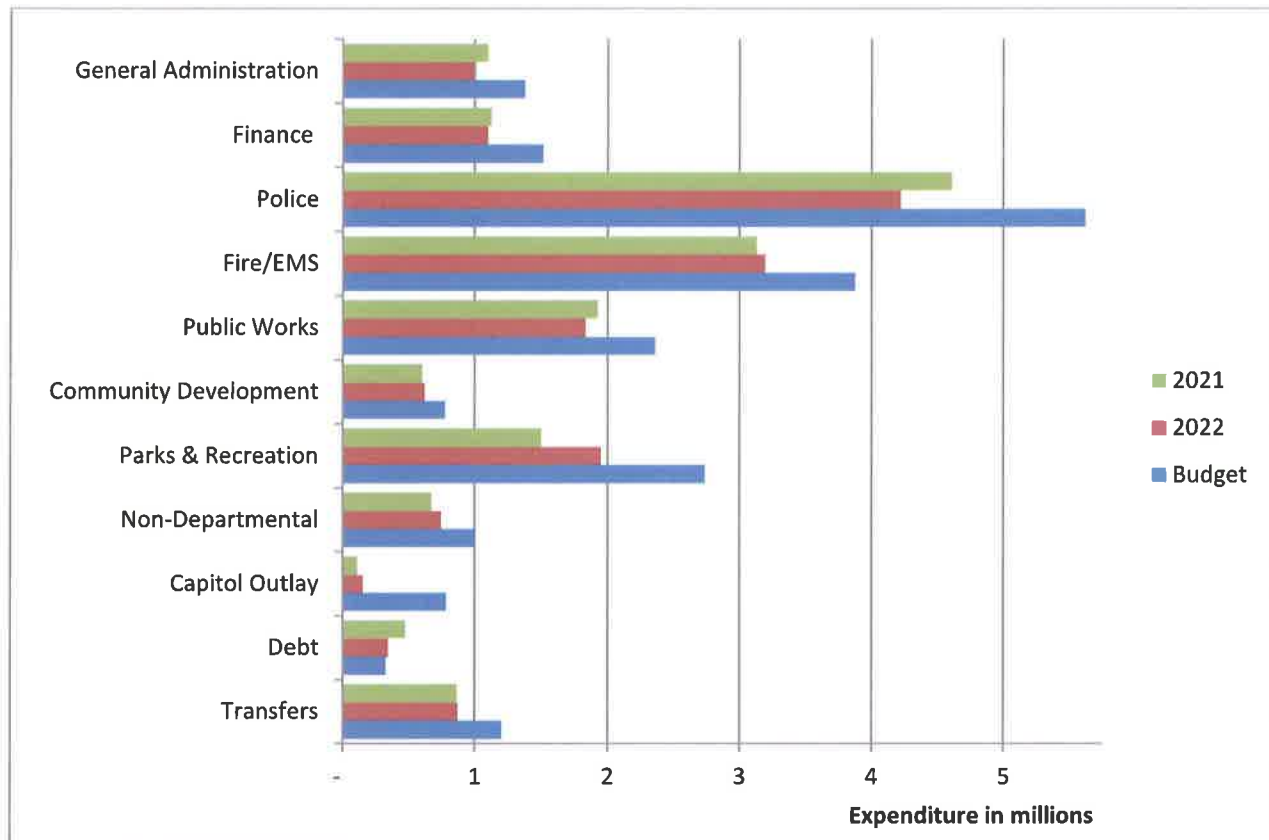
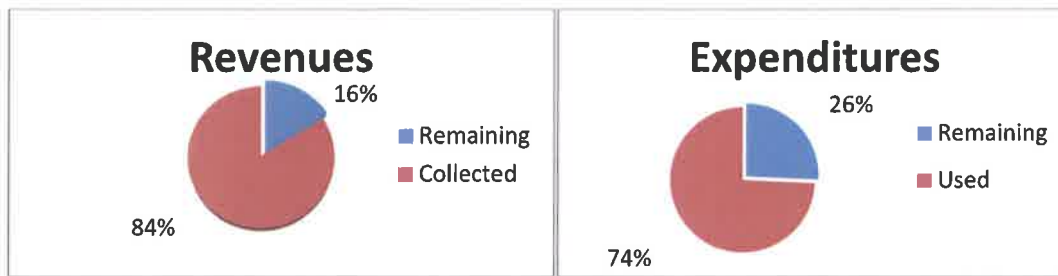
Financial Report for 10 Months Ending  
April 30, 2022

## GENERAL FUND

### General Fund Revenues

Total revenues for the General Fund through 10 months or 83% of this fiscal year are \$18,099,156 compared to total budgeted revenues for the year of \$21,585,488 or 84% of budgeted revenue. Property tax revenue received is \$3,743,011, an increase of \$23,550 or 1%. Sales tax on a cash basis is \$3,962,514 or \$206,703 (6%) more than previous year. The 2019 sales tax (1/2 cent sales tax passed in 2019) is \$1,600,203, an increase of 7%. Gross receipts taxes are \$2,724,748, an increase of \$101,486 due to natural gas gross receipt collections. License and Permit revenues are \$576,516 or a decrease of \$54,004 (9%) from FY21 due to the issuing of building permits for large construction projects in the prior year. Intergovernmental revenue is \$1,331,627 or \$112,623 (9%) over the previous year due to the increases from the gas tax. Charges for Services are \$2,794,460 an increase of 21% or \$493,630 compared to the previous year. This is primarily due to increases from senior and recreation activities. Fines and Forfeitures have decreased 22% from the prior year to \$351,881. Miscellaneous Revenue is \$807,446. Debt proceeds are not budgeted for the current fiscal year. Transfers made to the fund amount to \$206,750. An equity transfer of \$822,000 is budgeted for the General Fund.

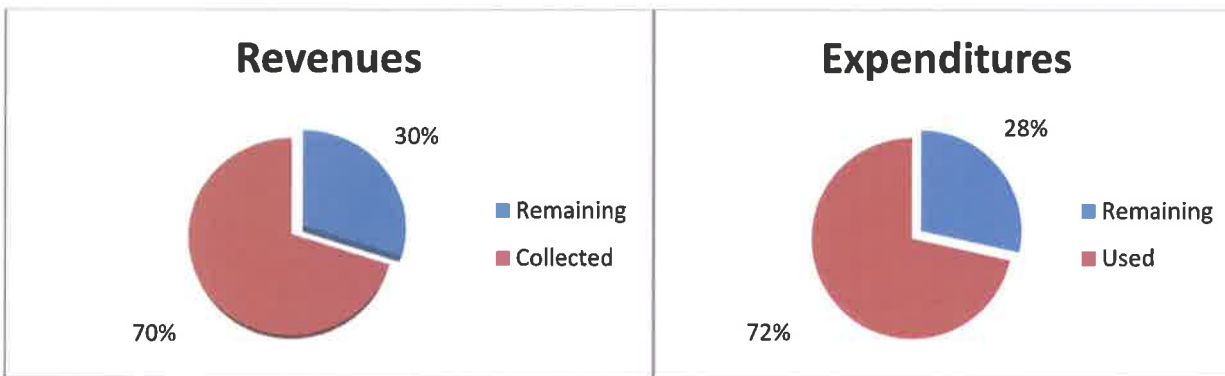
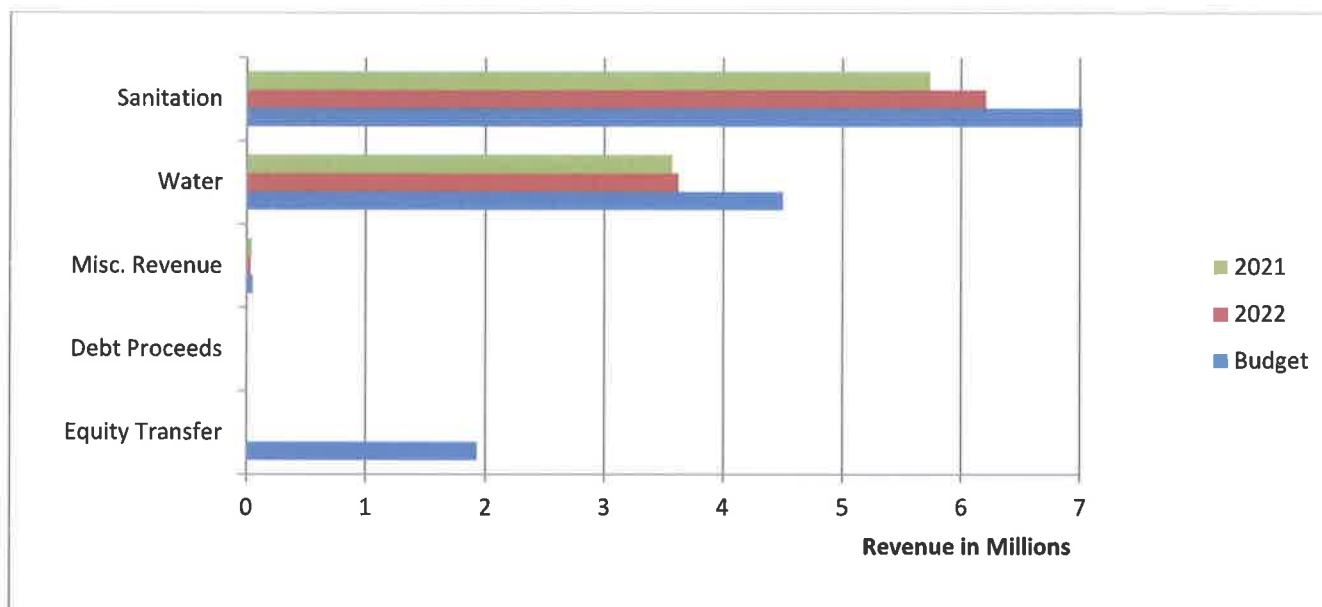




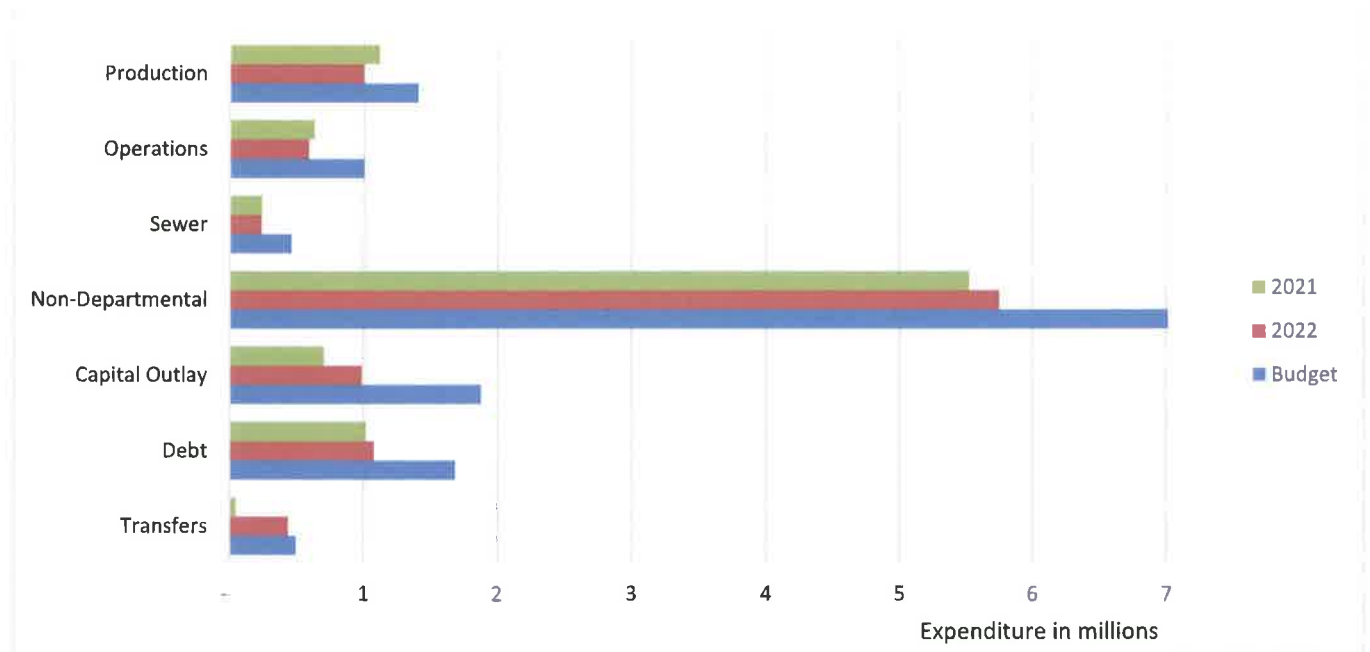
Expenditures through 10 months or 83% of this fiscal year amounted to \$16,036,148 or 74% of FY22 budgeted expenditures of \$21,585,488. This indicates that actual expenditures are 1% or \$83,755 less than last year's expenditures of \$16,119,903. General Administration expenditures are \$990,984, a decrease of \$107,848 or 10% due to contractual payments (timing of Magazine) and changes in staffing. Finance expenditures are comparable to the previous year at \$1,100,714. Police expenditures are \$4,223,155, a decrease of \$387,781 (8%) due to changes in staffing and vacant positions. Fire/EMS expenditures are comparable to the previous year at \$3,194,054. Public Works expenditures are \$1,836,581, \$90,223 or 5% less than the prior year due to the timing of road salt purchases and changes in staffing. Community Development expenditures are comparable to the previous year at \$620,610. Parks & Recreation expenditures are \$1,951,342, an increase of 34% or \$450,504 from the same time last year due to increases in Senior and Recreation activities. Non-Departmental expenditures are \$747,712, an increase of 11% or \$75,394 due to increases in development agreements and training. Capital Outlay is \$150,165. Debt payments are \$345,784, a decrease of 27% or \$129,257 due to moving debt payments of the 2020 and 2019 lease purchases to CERF. Transfers made to other funds amount to \$875,047. Current revenues exceed current expenditures by \$2,063,008.

## COMBINED WATER AND SEWERAGE SYSTEM FUND

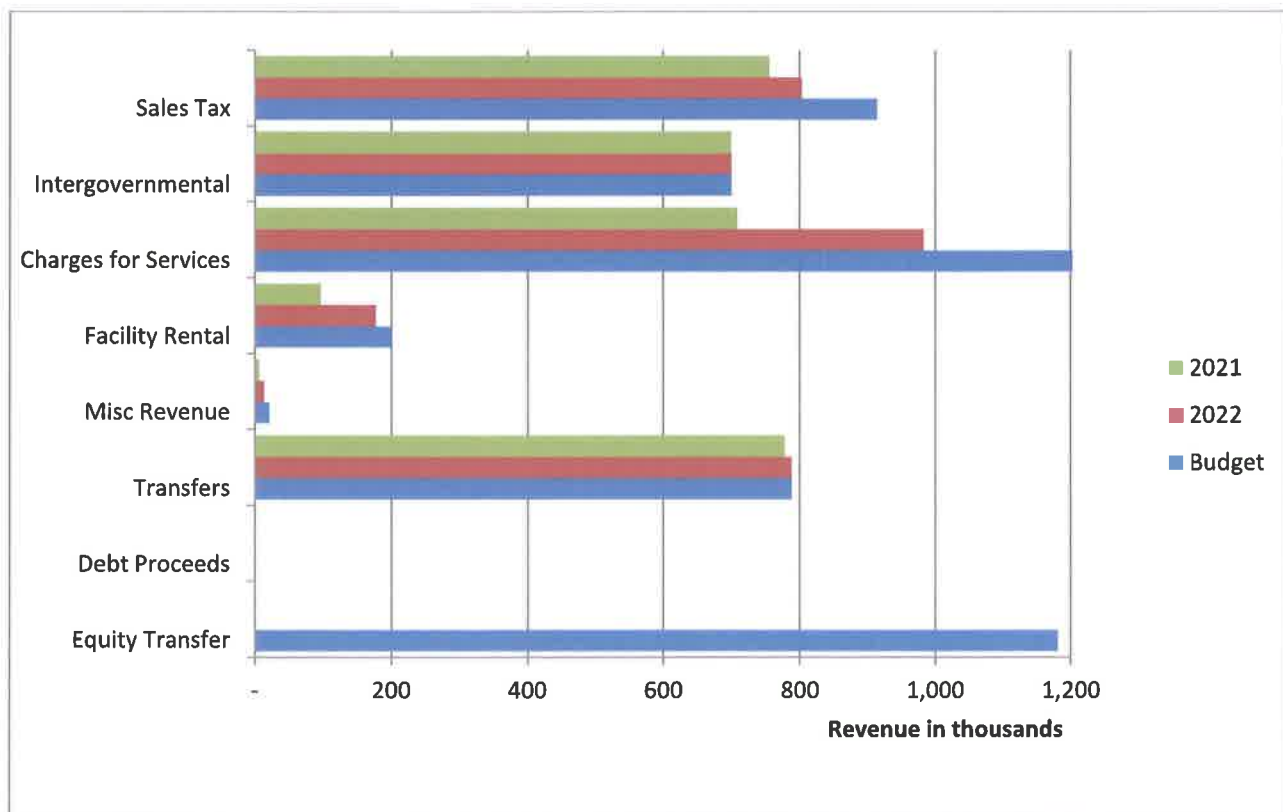
Total budgeted revenues for the fiscal year are \$14,102,438. Total revenues through 10 months or 83% of this fiscal year, amounted to \$9,871,080 or 70% of FY22 budgeted revenues. Although consumption has decreased, operating revenues are up \$514,747 (6%) from the previous year due to increased water and sewer rates.



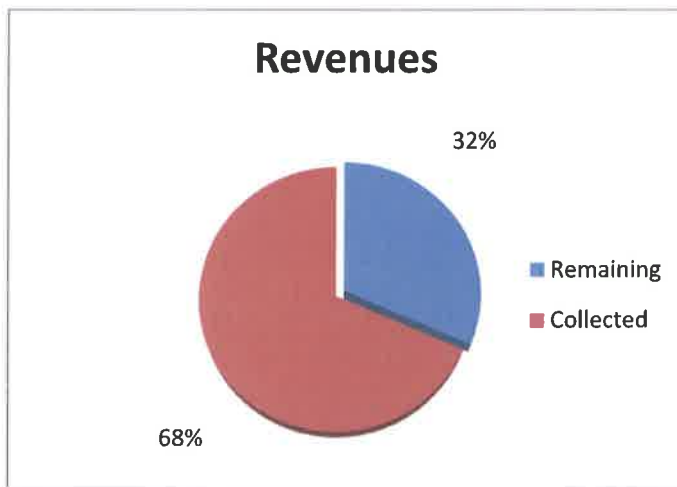
Total budgeted expenditures for the fiscal year are \$14,102,438. Total expenditures through 10 months or 83% of this fiscal year amounted to \$10,090,115 or 72% of FY22 budgeted expenditures. Production expenditures are down \$111,334 (10%) to \$1,003,321 due to changes in personnel and the lime sludge removal project in the previous fiscal year. Operations division expenditures are \$591,208, a decrease of \$42,491 (7%) due to changes in personnel and vacant positions. Sewer division expenditures have decreased \$4,167 (2%) to \$239,083. Non-departmental expenditures are \$5,751,844, up \$284,468 due to the increase in sewage rates. Capital outlay is \$987,590. Payments for debt have increased 6% or \$58,877 to \$1,077,559 due to the 2020 COP. Transfers for the fund are \$439,510 (reimbursement to the TST fund for the water main portion of the 76<sup>th</sup> Street project). Current expenditures exceed current revenues by \$219,036 (this is due to the equity transfer for capital projects funded by the 2020 COP in fiscal year 2021).



### COMMUNITY CENTER AND PARKS TAX FUND

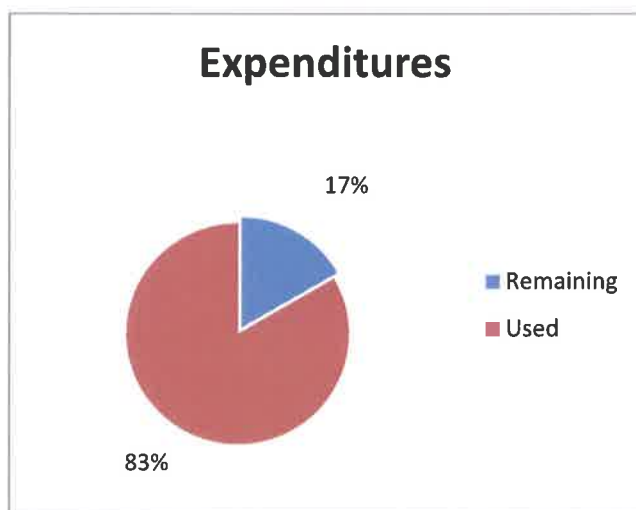
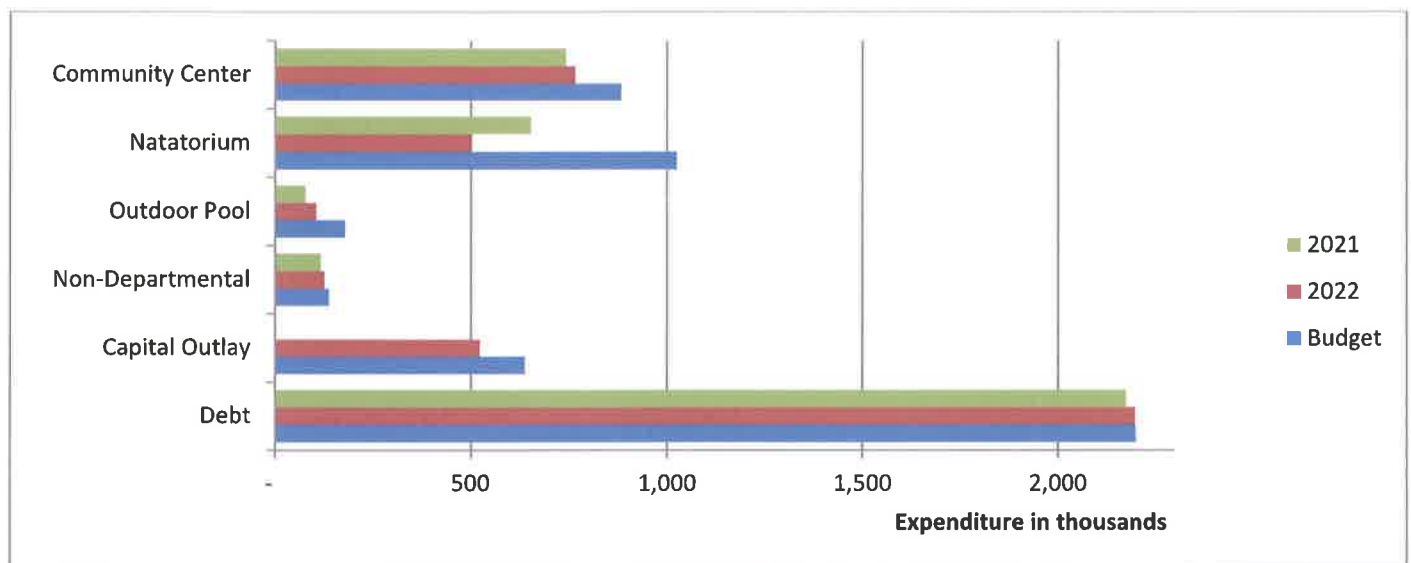






Total budgeted revenues for the Community Center Fund are \$5,062,340. Total revenues through 10 months or 83% of this fiscal year, amounted to \$3,465,181 or 68% of FY22 budgeted revenues. Sales tax received is \$802,978, an increase of \$47,813 from the previous year. Intergovernmental revenue (Charge to the North Kansas City School District for the natatorium) is \$700,000. Charges for Services are \$983,363, an increase of \$274,981 from the previous year. Revenue from facility rental is \$176,926, an increase of \$79,983. Miscellaneous revenue is \$13,614. Budgeted transfers to the fund are \$788,300. Equity transfer budgeted for the fiscal year is

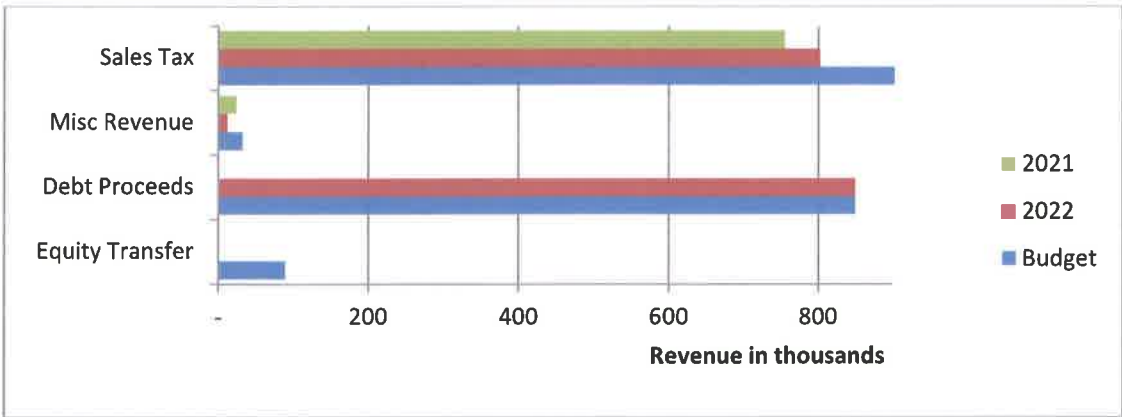
\$1,181,509.



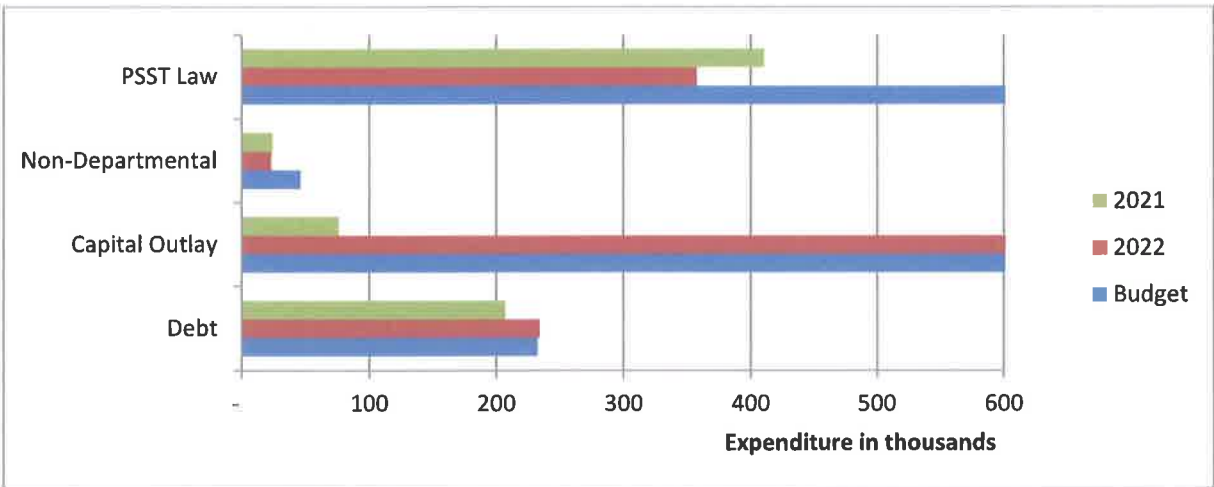
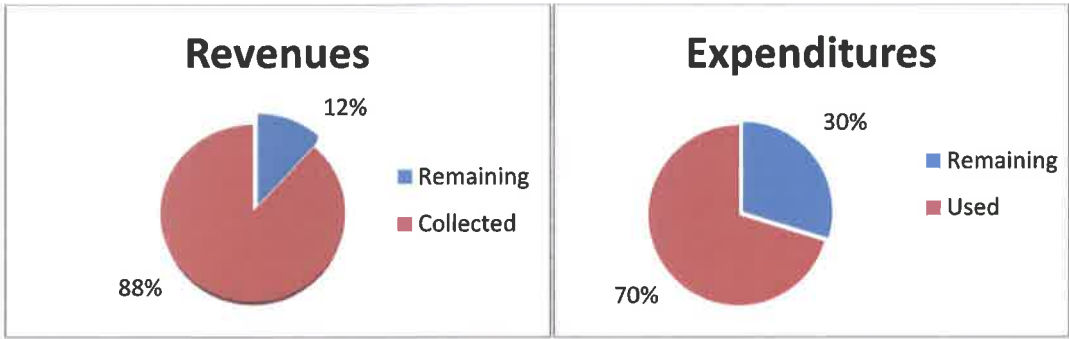
Total budgeted expenditures for the fiscal year are \$5,062,340. Total expenditures through 10 months or 83% of this fiscal year amounted to \$4,218,322 or 83% of FY22 budgeted expenditures. Community Center expenditures are comparable to the previous year at \$764,815. Natatorium expenditures are \$501,155, a decrease of \$152,774 (23%) due to vacant positions and changes in personnel. Outdoor Pool expenditures are \$105,538, an increase of \$27,262 due to increases in part time personnel costs. Non-departmental expenditures have increased \$8,983 to \$126,680 due to increases in property and liability insurance. Expenditures for Capital Outlay are \$522,264. Debt has increased by \$23,665 to \$2,197,870 due to the 2020A COP. Current

expenditures exceed current revenues by \$753,140.

# **PUBLIC SAFETY SALES TAX FUND**



Total budgeted revenues for the fiscal year are \$1,887,018. Total revenues through 10 months or 83% of this fiscal year amounted to \$1,664,820 or 88% of FY22 budgeted revenues. Sales tax on a cash basis is \$802,961, or an increase of \$48,128 (6%). Miscellaneous revenue is \$11,859. Debt proceeds of \$850,000 are from a lease purchase for the acquisition of new radios.



Total budgeted expenditures for the fiscal year are \$1,887,018. Total expenditures through 10 months or 83% of this fiscal year are \$1,325,929 or 70% of the FY22 budgeted expenditures. Law division is \$358,331, down \$52,128 (13%) from the same time last year due to vacant positions. Non-Departmental is \$23,089, compared to \$24,331 during the previous year. Capital outlay is \$710,394 due to the purchase of the new radios. Payments for debt are \$234,115, an increase of \$26,787 due to the radio lease purchase. Current revenue over expense for the fund is \$338,891.

Respectfully submitted,

A handwritten signature in dark ink, reading "Dominic Accurso". The signature is written in a cursive style with a large, looped initial "D".

Dominic Accurso  
Director of Finance

# **City of Gladstone**

## **Public Hearing**

## **Budget Draft**



**July 1, 2022 to June 30, 2023**





P.O. BOX 10719

GLADSTONE, MISSOURI 64188-0719

7010 NORTH HOLMES

GLADSTONE, MISSOURI 64118-2646

816-436-2200

816-436-2228 FAX

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## **FISCAL YEAR 2022-2023 BUDGET**

### **CITY MANAGER'S BUDGET MESSAGE**

May 18, 2022

Bill Garnos, Mayor  
Jean Moore, Mayor Pro Tem  
R. D. Mallams, Councilman  
Tom Frisby, Councilman  
Tina Spallo, Councilmember

Submitted herewith is the Fiscal Year 2023 (FY23) budget and program of services for the City of Gladstone. The annual budget for FY23 as proposed represents the strategic, administrative and financial plan of the City of Gladstone. This budget is the product of a comprehensive team effort from every level of the municipal organization. Supervisors generated budget requests with input from their employees. Department Heads reviewed, refined, and modified requests from supervisors to address department responsibilities and to reach the goals set by the City Council. Departmental submissions were then reviewed and adjusted by the Budget Team, consisting of the City Manager, Assistant City Manager, Finance Director, Human Resources Administrator, and Community Development Director, in an effort to balance financial constraints and service delivery mandates. Capital, supplemental, technology, and building requests, as well as capital improvement and enterprise funds, were reviewed and adjusted by the Budget Team. This process has been thorough and maintains the efficient and effective delivery of City services, but does not end with adoption of the budget document. The FY23 budget presents a balanced program of services and cost control measures which will be monitored throughout the year to provide the quality programs and services important to the citizens of Gladstone.

The FY23 budget is intended to serve as a policy document, a financial plan, an operations guide, and a communication device. The following overview of the FY23 budget illustrates the conservative approach utilized by the City Council and City Staff to develop a proposed budget plan which benefits the entire City of Gladstone and its residents.

#### **INTRODUCTION**

The Budget Team began with City Council goals as guiding policies for developing the budget. The proposed budget seeks to implement Council objectives through the reallocation of existing resources and the allocation of new resources where necessary.

## **2022 CITY COUNCIL GOALS**

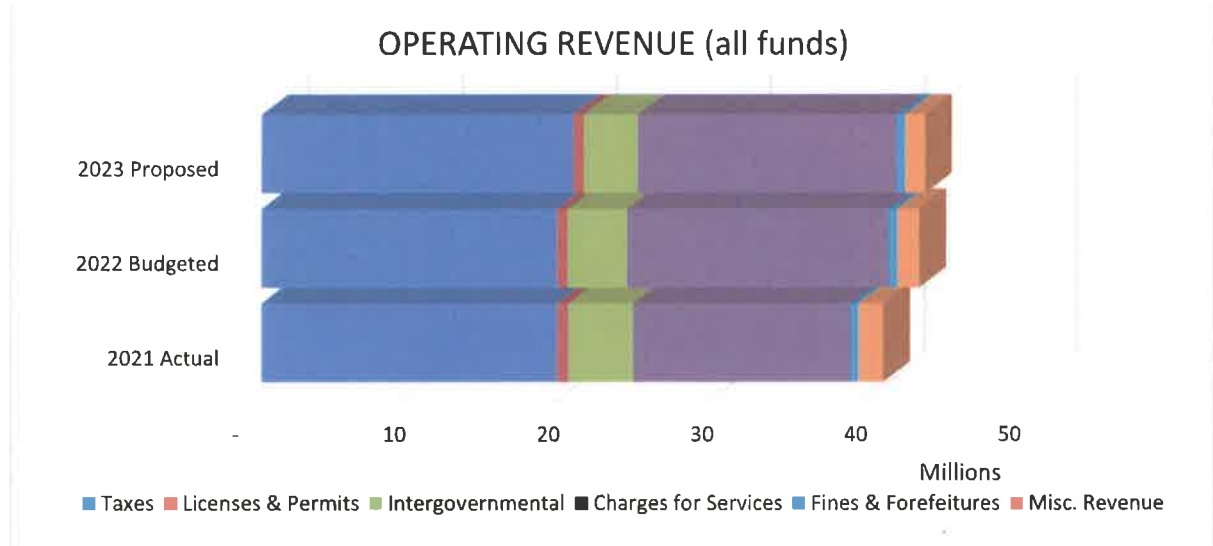
- Keep Gladstone as a safe place with a focus on crime reduction, traffic enforcement, and the recruitment and retention of high-quality police officers, firefighters and EMS personnel.
- Continue implementation of parks, cultural arts, facilities, streets, sidewalks, storm water, water distribution and production, and comprehensive master plans.
- Continue commitment to downtown and commercial corridors through effective and innovative development and redevelopment strategies.
- Prioritize the proactive residential and commercial code enforcement program.
- Create a long-term development and programming plan for Atkins-Johnson Farm and Museum to make it sustainable.
- Prioritize infrastructure for neighborhood revitalization to meet the needs of our residents, encourage quality residential density and homeowner investment to preserve and increase housing values.
- Promote diversity, equity, and inclusion in all that we do to continue to be a welcoming city to everyone.
- Develop a branding strategy to effectively promote Gladstone.

## **BUDGET CONSIDERATIONS**

In creating the 2023 fiscal year budget, the budget team considered multiple external and internal factors. One of the largest external factors was inflation. The U.S. Bureau of Labor Statistics states that the CPI for all items increased 1.2% in March of 2022 and 8.5% over the last 12 months. Although operating revenues as a whole have increased (see graphic below), they are being outpaced by the increases in costs. For example, by law, property tax revenue may increase by the lesser of 5% or CPI, set by the state auditor. Gross receipts taxes have also continued to decline over the years. The Missouri Legislature recently passed a bill that will decrease the amount of cable gross receipts .5% per year for the next 5 years (\$30,000 budget impact with an additional \$30,000 each year) further eroding the revenue line item.

The pandemic has had a significant effect on the City's budget over the past few years. The 2022 fiscal year has realized increases in revenue from sales and use tax revenue as we transition from pandemic to endemic. Revenues from charges for services (recreation, memberships, EMS services) are rebounding back to pre-pandemic levels. Intergovernmental revenue increased in FY20 and FY21 due to federal pandemic relief funding (as well federal funding for transportation projects).





ARPA funding was released in August of 2021 (\$5.5 million). With guidance not finalized until April 1, 2022, the City chose to take a conservative approach by using the interim period to plan projects and implement after guidance was finalized. Projects will include funding for certain Community Center expenditures, City Hall interior renovations, funding for price escalations on the police headquarters, sidewalk repair, mill and overlay, equipment for Happy Rock Park, Shelters at Oak Grove Park, and neighborhood and business grants. An additional \$1.8 million in ARPA funding has been requested from Clay County to fund a co-located dispatch to be added to the new police headquarters (\$1,000,000) and additional water main replacement (\$800,000). These funds must be obligated by December 31, 2024 and spent by December 31, 2026. The majority of ARPA funding (\$5,200,000) is being proposed for use in the CCPT, CIST, and TST funds for the 2023 fiscal year.

Before fiscal year 2023 budget discussions commenced, the leadership team held a discussion on where resources should be focused to carry out the vision and goals of the City. Staff came to the conclusion that resources should be focused on the first goal of the City Council, recruitment and retention of high quality employees. The 2023 fiscal year budget is proposing significant changes to the compensation and employee benefit package that will assist in achieving this goal. Additional information on changes to employee compensation and benefit packages are below in the Personnel Changes section of the document.

Following this introduction are summaries and narrative for recommendations for the budgeted funds for the City of Gladstone for the 2023 fiscal year. The summaries and narrative provide additional detail on more specific revenue and expenditure line items.

## GENERAL FUND

### REVENUES

Revenue projections for FY23 are based on FY22 mid-year revenue projections, revenue trends, and the current local economy. Please reference Tables 2 and 3. Additional revenue detail is also included in page 33.

Total budgeted revenues are projected to be \$21,483,512, a net decrease of \$101,976. Total operating revenues are projected to be \$20,934,012, an increase of \$377,774 from midyear projections. The increase is mostly due to increases from sales and use tax.

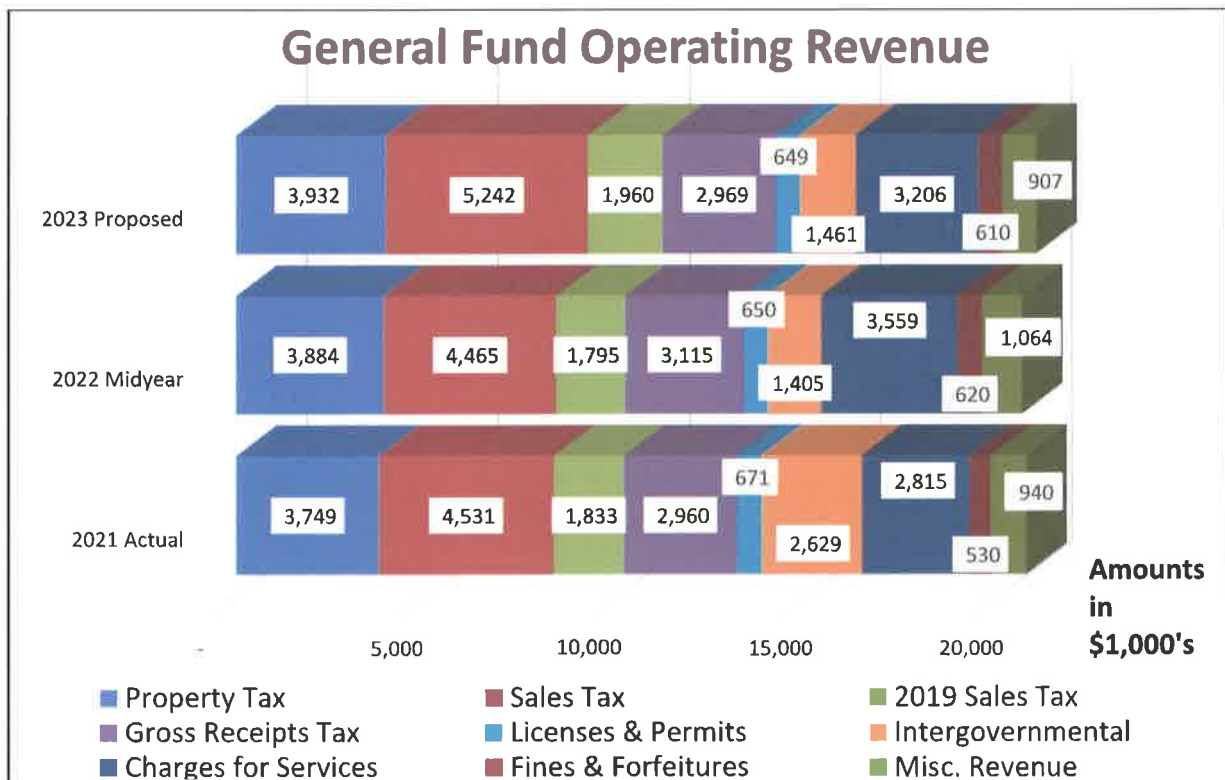
Property tax revenue is projected to be \$3,932,000 representing an increase of \$47,950. This year is a non-assessment year. Revenue estimates were projected using the valuation amounts for the 2022 fiscal year with a revenue increase to the current portion of real and personal property of 3%. CPI information from the state auditor has not been released as of the date of the memo.

Table 2			
Revenue	2022 Expected	2023 Budget	Incr/(Decr) From 2022 Expected
Property Tax	\$ 3,884,050	\$ 3,932,000	\$ 47,950
Sales/Use Tax	4,465,000	5,242,000	777,000
2019 Sales Tax	1,795,000	1,960,000	165,000
Gross Receipts Tax	3,115,000	2,968,567	(146,433)
Licenses & Permits	649,530	648,530	(1,000)
Intergovernmental	1,405,000	1,460,500	55,500
Charges for Service	3,559,146	3,205,915	(353,231)
Fines & Forfeitures	620,000	610,000	(10,000)
Misc. Revenue	1,063,512	906,500	(157,012)
<b>Operating Revenue</b>	<b>20,556,238</b>	<b>20,934,012</b>	<b>377,774</b>
Transfers	207,250	293,000	85,750
Equity Adjustment	822,000	256,500	(565,500)
<b>Non-Operating Revenue</b>	<b>1,029,250</b>	<b>549,500</b>	<b>(479,750)</b>
<b>Total Revenue</b>	<b>21,585,488</b>	<b>21,483,512</b>	<b>(101,976)</b>

General Fund Sales Tax Revenue is projected to increase \$942,000 (\$777,000 for the 1% general sales tax and \$165,000 for the 2019 sales tax) to \$7,202,000. The increase is due a full year of sales tax collections from new businesses/industries, local businesses recovery from the pandemic, and the increased collection of use tax.

Gross Receipts Tax revenue is projected to be \$2,968,567 or \$146,433 below FY22 midyear projected. Gross Receipts revenue are based on historical trends and anticipated rate adjustments. Gross receipts are expected to continue to decline in future years due to changes in patterns and legislation. For example, the number and cost of phone land lines continue to decrease as well as the number of people and businesses switching from cable television services to streaming services.

Table 3



License and Permit revenue is projected to be \$648,530 for a decrease of \$1,000. Staff is expecting a slight decrease from permitting due to the number of expected projects during the fiscal year.

Intergovernmental Revenue for FY23 is expected to increase by \$55,500. These revenues are projected to be \$1,460,500 or 7% of total operating revenue. The increase is due to the incremental increases from the gas tax. Intergovernmental revenues are mainly composed of grants, gasoline taxes, vehicle registration taxes, motor vehicle sales taxes, and Special Road District revenues.

Charges for Services total \$3,205,915 or 15% of the fund's total revenue. The projected decrease of \$353,231 is due to the City no longer acting as a "pass through" for travel agencies for senior overnight trips. There is a corresponding decrease in the Parks & Recreation expenditure line item.

Fines and Forfeitures revenue account for 3% of total revenues and is estimated to be \$610,000 in FY23. Legislation and open positions have had a major impact on fines and forfeitures over the past years.

Miscellaneous Revenue is projected to be \$906,500 for FY23. This is a decrease of \$157,012 from FY22. The decrease is mainly due the number and types of vehicles disposed of during the 2022 fiscal year.

Total Non-Operating Revenues are projected to be \$549,500, a decrease of \$479,750 due to a decrease in the equity transfer.

## EXPENDITURES

General Fund FY23 projected expenditures are \$21,483,512. This represents a \$101,976 decrease compared to FY22 expected expenditures. The table below provides a budget comparison of FY21 Actual, FY22 Expected Budget, and the FY23 Proposed Budget, by and department.

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>	<u>Variance</u>
<b>Expenditures</b>				
General Administration	1,353,543	1,375,814	1,393,009	17,195
Finance	1,357,340	1,512,303	1,560,337	48,034
Police	5,661,726	5,625,026	5,954,383	329,357
Fire/EMS	4,034,020	3,877,651	4,106,371	228,720
Public Works	2,262,381	2,359,867	2,299,562	(60,305)
Community Development	724,171	777,665	745,421	(32,244)
Parks & Recreation	1,882,243	2,742,820	2,424,109	(318,711)
Non Departmental	<u>707,469</u>	<u>1,003,589</u>	<u>927,820</u>	<u>(75,769)</u>
<b>Operating Expenditures</b>	<b>17,982,894</b>	<b>19,274,735</b>	<b>19,411,012</b>	<b>136,277</b>
Capital	146,441	785,500	601,500	(184,000)
Debt Requirements	492,558	323,253	296,000	(27,253)
2019 Sales Tax Transfer	1,000,000	1,000,000	1,000,000	-
Transfers	<u>350,457</u>	<u>202,000</u>	<u>175,000</u>	<u>(27,000)</u>
<b>Total Non-Operating Expenditures</b>	<b>1,989,456</b>	<b>2,310,753</b>	<b>2,072,500</b>	<b>(238,253)</b>
<b>Total Expenditures</b>	<b><u>19,972,350</u></b>	<b><u>21,585,488</u></b>	<b><u>21,483,512</u></b>	<b><u>(101,976)</u></b>

Additional detail is also provided on pages 34-36. The following narrative provides an explanation of the changes in each category of expenditures.

**Personnel Services** Personnel services make up over 68% of total General Fund expenditures. To address the City Council goal of recruitment and retention, the FY23 budget contains significant changes in the compensation and classification plan. Projected expenditures are estimated to be \$14,655,350 (an increase of \$608,629). Additional information on changes to personnel services can be found in the Personnel Changes section of the document.

**Supplies and Services** Supplies and Services are proposed to decrease from FY22 expected. This is mainly due to the change in procedures for senior overnight activities. Supplies have increased by \$41,495, due to increases in the cost of fuel. Services are expected to decrease by \$513,847. The decrease in services is due to senior overnight activities (with the corresponding decrease in Charges for Service revenue) and the subtraction of FY22 supplemental (heavy equipment maintenance in Public Works, weed mowing in Community Development, and comprehensive plan in Non-departmental).

**Debt Capital and Transfers** Debt, Capital, and Transfers have decreased by \$238,253. Debt payments will decrease \$27,253 due to 2016 lease purchase falling off the debt schedule. Capital decreased \$184,000 due to the purchase of a new fire truck during the 2022 fiscal year. Transfers from the General Fund will decrease by \$27,000.

## **DEPARTMENT CAPITAL AND SUPPLEMENTAL REQUESTS**

General Fund Budget capital and supplemental requests by department are detailed on pages 52 and 53. The proposed budget attempts to address the top budget priorities of all departments. Capital and supplemental request in the amount of \$1,001,672 were made with \$682,802 being recommended for funding for FY23. Details are provided in the following narrative for the recommended capital and supplemental requests.

**General Administration** No requests were submitted.

**Finance** Technology requests from all departments (\$19,045) made up over half of the Finance requests. The top recommendations from the technology committee are the funding of E-Citation printers for police patrol vehicles (to be split with PSST), and laptops/docking stations for the detectives (to be split with PSST). Additional supplemental requests from the finance department include continued annual funding for GASB 87 and debt software (this amount will be added into the base budget as it is a reoccurring expenditure). Total recommended capital and supplemental items from the Finance department amount to \$17,525.

**Police** Requests and recommended capital and supplemental items for Police Department totaled \$220,000. This will provide funding for two patrol vehicles with emergency equipment (two patrol vehicles are proposed in the PSST Fund) and 4 additional vehicles for detectives and command staff.



**Fire/EMS** Requests for the Fire/EMS department totaled \$56,500. The budget team is recommending funding for the replacement of 2 chest compression systems (\$41,500) and the continuance of the vehicle lease for the Fire Chief (\$7,500).

**Public Works** Requests totaled \$471,000. A request for increases in the contractual line item is being recommended (\$55,500) to fund annual additional costs of the Spring Beautification event and the FuelMaster system. Recommendations for capital items include \$7,500 to continue with the Enterprise vehicle lease, \$65,000 for a new Animal Control vehicle, and \$180,000 for a new bucket truck. Total recommended capital and supplemental items for the Public Works Department is \$308,000.

**Community Development** Requests totaled \$41,500. The budget team is recommending funding to continue with the Enterprise vehicle lease (\$22,500 for 3 trucks).

**Parks and Recreation** Requests totaled \$134,127, and \$15,777 is being recommended for funding. The funding includes annual supplemental increases for additional property mowing (\$1,925), engineered mulch for parks (\$1,352), and VIP Whiskey Fest (\$5,000). Capital recommendations are funding the vehicle lease for the Parks, Recreation, and Cultural Arts Director (\$7,500). Larger parks projects will be considered for funding by CIST.

**Non-Departmental** The budget team is recommending funding for Time and Attendance hardware and software (\$50,000).

### **PERSONNEL CHANGES**

In the proposed FY23 Budget, personnel related expenditures of \$14,655,350 comprise 68.2% of the General Fund. Personnel services continue to represent the largest expenditure in the General Fund.

Base salary costs in FY23 include recommendations to address the challenges of recruiting and retaining high quality employees with a competitive benefit and compensation structure by the implementation of a market pay study adjustment and the continuation of a competitive benefit structure.

The new Compensation & Classification strategy recommends processing a pay increase of approximately 7% to the general full-time employee population with the exception of the Leadership Team members which is limited to 5%. These increases and the applicable equity adjustments to certain positions are recommended to be effective July 13, 2022. This would reset all current employees to a common date evaluation period. Those employees hired after October 31, 2022 would have a date of hire anniversary date evaluation period. In FY24, it anticipates the continuation of the modified merit “pay for performance plan” and the Police and Fire Departments Structured Proficiency-based Performance Compensation Plan. The Structured Proficiency-based Performance Compensation Plan demonstrates an emergency services infrastructure investment and supports the recruitment and retention of high quality police officers and firefighters. During the latter part of FY22, the City was able to move several of the front-line emergency services staff to the “master” compensation level which represents a minimum of 5 years of professional experience and the attainment of specific skill-sets.

The new compensation structure recognizes that employees may be absorbing some increases in health care costs while dealing with escalating inflation. The Consumer Price Index rose 8.5% year over year in March, the highest inflation rate since 1981. Therefore, the goal is to compensate the benchmark positions near the top of the competitive marketplace in “this moment in time.”

A survey conducted early this year by staffing firm Robert Half found that sixty-two percent of employers are increasing salaries for current staff recognizing that market conditions have shifted dramatically. The U.S. Bureau of Labor Statistics reported in its April quarterly Economic Cost Index summary that wages and salaries for workers rose 5.6% for the 12-month period ending in March. Employment costs are being driven up by widespread labor shortages and inflation leading to increased wage demands.

### **Benefits**

According to recent surveys, U.S. employers expect their group health plan premiums to increase 5% on average even after taking cost-management initiatives into account. Mercer’s Survey of Employer-Sponsored Health Plan forecast the premium increase figure at 4.7% for 2022, while Willis Towers Watson’s Best Practices in Health Care Survey project a 5.2% premium increase. HR consultancy Segal recently released its 2022 Health Plan Cost Trend Survey which shows that health plan cost trend to have increased from 5 to 7 percent each year over the past 10 years.

Midwest Public Risk (MPR), the public entity risk pool trust, reported an initial drop in healthcare spending in 2021 which may reflect a decrease in utilization for non-COVID medical care. It appears many individuals delayed or went without medical care they otherwise would have received, particularly early in the COVID-19 pandemic. However, healthcare use appears to be picking up toward the end of the current policy year. Most insurers expect spending and utilization to return to pre-pandemic levels in 2022 and 2023. Therefore, staff is recommending an overall average health insurance premium increase forecast of five percent to the High Deductible Health Plans (HDHPs). During the 2021/2022 Open Enrollment process, nearly 90% of eligible employees chose one of the two HDHP coverage options. The proposed rates anticipate that the City of Gladstone will not experience a loss ratio surcharge this fiscal year.

Within the proposed budget, employees may elect among several combinations of medical, dental and vision coverage or they may enroll in the dental and/or vision coverage while waiving the medical coverage. The proposed budget includes a minimal employee increase to the dental and vision plans. The marketplace supports an employer contribution strategy of 75% for dental and 50% for vision coverages. Therefore, the proposed employee contribution amounts for the dental and vision insurance are as noted below:

<b>Dental</b>		
Coverage Level	Current Contribution	Proposed Contribution
Employee only	\$6.00/mo.	\$9.00/mo.
Family	\$13.14/mo.	\$22.00/mo.

### Vision

Coverage Level	Current Contribution	Proposed Contribution
Employee only	\$1.96/mo.	\$4.00/mo.
Employee + Spouse	\$4.42/mo.	\$8.00/mo.
Employee + Child(ren)	\$4.42/mo.	\$8.00/mo.
Family	\$4.96/mo.	\$11/mo.

### Medical

The budget recommends the continued practice of offering employees the option to participate in either one of the following five plans – Open Access (OAP) 2000, In-Network Only 500 Local Network (INO 500), In-Network Only Plan Buy-Up, the Choice Fund 2000 High Deductible Health Care Plan (HDHP) or the Choice Fund 2500 High Deductible Health Care Plan (HDHP). The HDHP plans offer low up-front premiums paired with a tax-free health savings account to purchase medical and pharmacy services. Staff recommends continuing to fund contributions to participant accounts to encourage employee engagement and health care consumerism utilizing the same employer contribution strategy as previous years – the City contributing the same amount to all plans regardless of the chosen plan by coverage levels.

The Choice Fund 2000 has an individual only coverage deductible of \$2,000 with a \$4,000 out of pocket maximum and a family coverage deductible of \$4,000 with an \$8,000 out of pocket maximum. The Choice Fund 2500 has an individual only coverage deductible of \$2,500 with a \$5,000 out of pocket maximum and a family coverage deductible of \$5,000 with a \$10,000 out of pocket maximum. The later plan proposes to provide a higher shared cost of care for active employees and offer a cost effective plan option for retirees who are paying the full cost of health insurance.

Staff recommends that, under the wellness discount, the City provide employee only coverage at no cost through the Choice Fund 2500 plan. It includes the flat dollar cost of the employer contribution for the HDHP plan with Health Savings Account (H.S.A.) being applied to the other plan options. Employees then pay the difference in the premium differential for the open access and copayment plans. Furthermore, the proposed employee only contribution of the HDHPs and INO 500 Local Plus plan options meets the ACA affordability requirements.

The following table reflects estimated or proposed changes in employee contribution amounts for each health care plan (under the wellness component):

	Choice Fund 2000/4000 HDHP		Choice Fund 2500/5000 HDHP	
Coverage Level	Current Contribution	Proposed Contribution	Current Contribution	Proposed Contribution HDHP
	HDHP 2000	HDHP 2000	HDHP 2500	2500



Employee only	\$5/mo.	\$10/mo.	\$0.00/mo.	\$0.00/mo.
Employee + Spouse	\$25/mo.	\$43/mo.	\$6.50/mo.	\$8.50/mo.
Employee + Child(ren)	\$20/mo.	\$29/mo.	\$6.00/mo.	\$8.00/mo.
Family	\$30/mo.	\$58/mo.	\$7.00/mo.	\$9.00/mo.

Employers are typically offering a high deductible plan paired with either a tax-free health savings or health reimbursement account. The HDHP meets the qualified IRS requirements and permits participants to utilize a portable Health Savings Account (H.S.A.) to purchase routine medical and pharmacy services. Staff recommends continuing to fund contributions to participant accounts. The following table reflects estimated or proposed changes in employer contribution H.S.A. amounts for each HDHP health care plan (under the wellness component):

#### Health Savings Accounts

Coverage Level	Current Employer Contribution Choice Fund 2000	Proposed Employer Contribution Choice Fund 2000	Current Employer Contribution Choice Fund 2500	Proposed Employer Contribution Choice Fund 2500
Employee only	\$118/mo.	\$103/mo.	\$148/mo.	\$129/mo.
Employee + Spouse	\$30/mo.	\$28/mo.	\$97/mo.	\$70/mo.
Employee + Child(ren)	\$30/mo.	\$28/mo.	\$97/mo.	\$70/mo.
Family	\$30/mo.	\$28/mo.	\$97/mo.	\$70/mo.

Staff recommends the continuation of the other three health plan options – two different co-payment in-network only plans; an enhanced and a base option. Also the Open Access 2000, which functions similar to a preferred provider 70 percent co-insurance plan.

The following table reflects estimated or proposed changes in employer contribution amounts for each additional health care plan (under the wellness component):

	Enhanced Co-Payment Plan		Base Co-Payment Plan	
Coverage Level	Current Contribution	Proposed Contribution	Current Contribution	Proposed Contribution
	Buy Up INO (	Buy Up INO	INO 500 Sure Fit	INO 500 Local Plus

Employee only	\$181.00/mo.	\$199.00/mo.	\$51.00/mo.	\$65.00/mo.
Employee + Spouse	\$696.00/mo.	\$724.00/mo.	\$386.00/mo.	\$404.00/mo.
Employee + Child(ren)	\$569.00/mo.	\$590.00/mo.	\$313.00/mo.	\$326.00/mo.
Family	\$825.00/mo.	\$858.00/mo.	\$461.00/mo.	\$484.00/mo.

	Open Access Plans	
Coverage Level	Current Contribution OAP 2000	Proposed Contribution OAP 2000
Employee only	\$93.00/mo.	\$109.00/mo.
Employee + Spouse	\$482.00/mo.	\$504.00/mo.
Employee + Child(ren)	\$395.00/mo.	\$410.00/mo.
Family	\$575.00/mo.	\$602.00/mo.

MPR anticipates providing telehealth - medical and mental health services - at no charge to covered individuals through December 31, 2022 in compliance with the Coronavirus Aid, Relief and Economic Security Act (CARES) Act. MPR also anticipates moving the INO500 to a Local Plus Network (in lieu of the Sure Fit program). There are plans to consider the addition of a couple of voluntary wellness programs that employees may participate in for certain orthopedic care and certain specialty medications. Due to IRS limitation, these may not be available for Choice Fund plans currently. No other changes are anticipated in the FY23 medical plan provisions. The City continues to provide comprehensive and affordable benefits to its employees, while generally mirroring health plans that are commonly available in the marketplace.

The proposed contribution strategy continues to give participants greater financial stake in their health and health care purchasing decisions. Although an increase is noted in the employee contribution amount for some of the health coverage plan options, the budget does propose alternative plan design options. The proposed increases maintain affordable health care options for our employees, yet allow the City to more effectively manage rising health care costs.

Additionally, the City continues to work to reduce health plan costs through wellness initiatives, health risk assessments, health status improvement and disease management programs.

The FY23 budget reflects no substantial increases in Life, Accidental Death or Dismemberment, or Long-Term Disability insurances. Projected premiums are not expected to increase. Overall, the proposed benefits represent a notable commitment by the City to employees, while supporting the City's market-based total compensation system.

**Insurance** The City of Gladstone, as a founding principal, is a member of the public entity risk pool, Midwest Public Risk (MPR), for Employee Benefits, Workers' Compensation, and Property and Liability programs. Projected premiums for FY23 were not available for evaluation in conjunction with the City's annual budget process. However, the FY 23 recommended budget includes an estimated average 4.5% increase to the property and casualty/liability coverage and a 7% differential in the worker's compensation coverage. This is somewhat in line with Willis Towers Watson PLC's Commercial Lines Insurance Pricing survey, which shows an average forecasted rate increase across property/casualty/liability lines of coverage of 6% while recognizing MPR loss history.

## **COMBINED WATERWORKS AND SEWERAGE SYSTEM FUND**

The proposed budget for FY23 will provide for all operating costs and debt service requirements. Total revenues are estimated at \$12,324,296 and total expenses are estimated at \$12,311,796. Additional information for the fund are available pages 47-49.

**Revenue** Operating revenues for the fund are \$12,324,296 for FY23, an increase of \$153,096 over FY22 expected operating revenues. Water usage is projected to decrease (calculated by using a 5 year monthly median usage). The increase for sanitation is due to an increase in sewer rates. Miscellaneous revenues include interest revenue, interest subsidy, and other receipts. The decrease is due to decreases in the sale of assets and conservative budgeting of delinquent fees. No equity transfer is budgeted for the 2023 fiscal year.

The current water rate is \$4.90 per thousand gallons with a monthly administration fee of \$9.27 per month. Staff is recommending no change in fees for water for the 2023 fiscal year. The average household uses 5,000 gallons of water per month, so the average cost of water would stay the same at \$33.77.

The City's sewer treatment services are provided by Kansas City, Missouri and subject to their rate structure. Collection and treatment of sewerage is currently \$10.85 per 1,000 gallons and the sewer service charge is \$15.26 per monthly bill. Kansas City's new sewer fees have increased both the service charge and usage rate. The new sewer rate and fee changes to the City of Gladstone are effective as of May 1, 2022. The proposed new sewer charges are \$11.50 per 1,000 gallons with a service charge of \$16.18 per month. The average household produces 4,000 gallons of sewage per month, so the increase would take the average cost for sewer from 58.66 to \$62.18 or an increase of \$3.52 per month.

Page 49, Water and Sewer Rates of Metropolitan Cities, compares Gladstone's water and sewer rates to those rates charged in comparable area communities for a monthly bill. **Something to consider is that many cities are in the budget process at this point in time and new rates may not be available.** At the proposed rate, a Gladstone monthly average water bill will be \$33.77 compared to an average water bill of \$37.44 for the metro area. This is \$3.67 below the average water bill for the listed cities after recommended adjustments. After factoring in the sewer portion, Gladstone total water and sewer bill is slightly above average by \$8.74.

**Expenses** Budget Comparison by Object Classification, indicates total expenses of \$12,311,796 in FY23, a decrease of \$1,790,642 from FY22. The decrease is due changes to staffing and to the water main projects completed in the previous fiscal year (funded by the 2020A COP).

The proposed FY23 operating expenses have increased by 3%. Additional details for personnel are provided below. Operational personnel, supplies, and services increased by \$344,908. The majority of the increase is due to payment for sewer treatment (\$316,000).

Debt payments total \$1,600,000, a decrease of \$82,300. Debt payments are as follows: \$646,000 for the 2020A COP, \$613,000 for the 2010 Bond Series, \$45,000 for the 2017 Lease Purchase (2011 COP plus new debt of \$167,398), \$268,000 for the 2013 lease purchase, \$28,000 for the 2016 First Bank lease. Debt that will be falling of the schedule are as follows: 2010 Bond and 2013 lease purchase in fiscal year 2023, 2017 lease purchase in fiscal year 2032, 2016 lease purchase in fiscal year 2037, and the 2020A COP in the 2040 fiscal year.

**Personnel and Benefit Changes** The FY23 proposed budget reflects an increase in personnel services compared to FY22 Expected. This includes continued support for the Compensation and Classification Plan which is consistent with the General Fund FY23 Budget. Benefit adjustments are also consistent with the General Fund FY23 Budget.

**Supplemental Requests** Capital and supplemental requests for CWSS amounted to \$882,500 and are listed on page 56. A total of \$172,500 is recommended for funding. This consists of \$22,500 to continue the Enterprise vehicle lease (3 ½ ton trucks), \$150,000 for a new 2 ton service truck.

A request for an ARPA project has been submitted to Clay County. The project would provide \$800,000 in additional ARPA funding to the City from the County. The City plans to match the award from the County using the remainder of the proceeds from the 2020A COP. Total project costs are estimated to be \$1,600,000 and would provide for 9,100 feet of new water main infrastructure. Staff anticipates a decision from the County on the project soon. It has not been included in this budget presentation.

## CAPITAL IMPROVEMENT PROGRAM

The Capital Improvement Program (CIP) is an important policy document considered by the City Council. Capital project construction is critical to maintaining the quality of life and economic vitality of any community. The City of Gladstone's 2023-2027 CIP was developed to plan effectively for future needs given current resources and City Council Goals.

The CIP document provides the City Council, Capital Improvement Program Committee, staff, and public with a framework for planning and scheduling capital projects. The plan presents a clear picture of projects scheduled for the current year. The process of updating the plan annually also provides an opportunity to revise the document based on changing community needs and priorities, economic conditions, revised cost estimates, or alternative funding sources.

The capital funds are comprised primarily of debt service. As in the past several years, minimal discretionary funding is available which impacts the ability to address every concern. The following paragraphs highlight proposed expenditures.

**Capital Improvement Sales Tax Fund (CIST)** Regular funding for the CIST fund comes from a ½ cent sales tax. Additional funding for projects come from various granting sources and issuing debt.

As in previous years, this fund carries a significant amount of debt that has proven to be financially prudent given historically low interest rates (see page 42 and 44). Parks, storm water, facility, and roadway projects were completed at a pace that was not possible on a pay-as-you-go basis. Highlights of this year's program include:

- **Storm Water Projects (\$310,000)**
  - 68<sup>th</sup> & Bellefontaine
  - Santerra detention basin
  - 2403 NE 57<sup>th</sup> Terrace
  - N Holmes & NE 68<sup>th</sup> Street
  - Misc. storm water projects
- **Parks Projects (\$900,000)**
  - Oak Grove Park Shelters (ARPA)
  - Happy Rock Softball complex (ARPA)
  - Parks Trail Replacement at Happy Rock
- **Facility Projects (\$9,800,000 in FY2023 and \$4,325,000 in FY2024)**
  - Public Safety Headquarters
  - City Hall exterior and interior renovation
- **Funding for Art (\$19,700)**



**Transportation Sales Tax Fund (TST)** This fund is used for transportation related improvements including the street maintenance program, major street projects, sidewalks, and trails (see page 43 and 45). The fund revenues are comprised of a ½ cent sales tax, transfers from the General and CWSS Funds, various granting sources, and the Special Road District. Staff has done an exemplary job obtaining federal grants to maximize the scope of many projects. Highlights include:

- **Road Projects (\$1,880,000)**
  - Street mill & overlay
  - Intermediate maintenance
  - N Oak design (69<sup>th</sup> Street to 72<sup>nd</sup> Street)
- **Sidewalk & Trail Projects (\$925,000)**
  - Curb, gutter, and sidewalk
  - Linden Connector Trail

Projects programmed in the FY23 Capital Improvement Budget are funded without altering current property tax structure or existing fiscal policies of the City. Overall, the health of the capital funds is positive. An important note is the City continues to be successful in leveraging local dollars with federal funds. The 5 year program includes over \$ 975,000 in federal transportation grant funds.

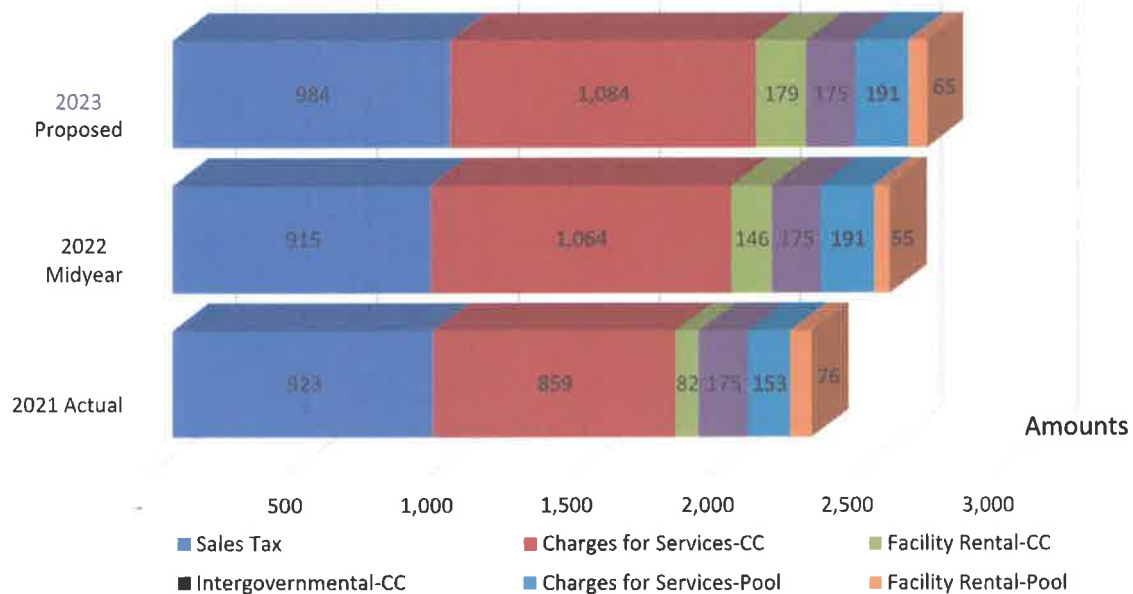
### **COMMUNITY CENTER AND CITY PARKS FUND**

In February of 2005, the citizens of Gladstone approved a .25% Parks Sales Tax to be used to construct a community center. In a partnership with the North Kansas City School District, a natatorium was added to the project to be funded by shared expenses and bonds. The Community Center offers aerobic exercise and dance areas, weight, strength, and cardio training areas, regulation basketball courts, walking/jogging track, meeting areas for up to 300 people, 25 meter competitive pool, dive well, and seating for 1,500 spectators in the competition pool/dive area.

**Revenue** As mentioned in the introduction of the memo, revenue streams for the Community Center and Parks Fund were greatly affected by COVID-19. The table on the next page displays operating revenues by category for 2021 actual, 2022 midyear, and 2023 proposed. During the pandemic, charges for services (memberships, day passes, and swim fees) and facility rental declined. For the 2023 fiscal year, staff is anticipating revenues for the Community Center (and activities) to rebound to pre-COVID levels.

Community Center and Park Fund - Estimated FY23 Revenues and Expenditures (additional detail on page 39), itemizes the estimated revenues and expenditures for the fund. Details are provided in the following narrative.

### Community Center & Parks Fund Comparative Revenue



Total revenues for the Community Center/Natatorium are projected to be \$5,009,081. Operating revenue is projected to be \$2,677,831. This is an increase of \$132,000 over 2022 midyear projections. Revenues projected for the fund reflect pre-COVID activity levels. Sales tax is projected to increase \$69,000 or 7%. Charges for services for the Community Center are projected to increase \$20,000 over midyear estimates. Facility rental for the Community Center is expected to increase \$33,000. Revenues for the Municipal Pool are also expected to increase over midyear 2022 projections. Both charges for services and facility rental are projected to increase an additional \$10,000 for fiscal year 2023.

Non-operating revenues total \$2,331,250, a decrease of \$185,259 from 2022 midyear projections. The decrease is mainly attributed to the decrease in the equity transfer (\$1,181,509) due to the completion of the 2020 COP projects in the 2022 fiscal year. Non-operating revenues for the fund include the NKCSO capital user fee (\$525,000), ARPA funding (\$1,000,000), interest earnings and other miscellaneous revenue (\$17,700), an annual infrastructure transfer for Community Center from TST Fund (\$100,000) and annual debt transfer from the CIST Fund (\$688,550).

**Expenditures** Total proposed FY23 expenditures for the CCPT Fund amount to \$4,409,870. This is a decrease of \$652,470. The decrease is due to HVAC repairs in the natatorium (FY22 midyear budget amendment) and capital projects from the 2020 COP. Total operating expenditures amount to \$2,151,870. Operating expenditures for the Community Center, Natatorium, and Municipal Pool are projected to be \$895,618, \$947,989, and \$184,224 respectively. Non-Departmental expenditures are projected to be \$124,039. Insurance and miscellaneous costs that are difficult to specifically assign to operating centers are accounted for in Non-Departmental. Debt requirements total \$2,197,000 in FY23.

**Personnel and Benefits** The FY23 proposed budget reflects total personnel costs of \$1,251,864: \$534,482 for the Community Center, \$594,293 for the Natatorium, and \$123,089 for the Municipal Pool. This Budget includes support of the compensation and classification plan that is consistent with the General Fund FY23 Budget. Benefit adjustments are also consistent with the General Fund FY23 Budget.

**Supplemental Requests** FY23 Supplemental Requests for CCPT are listed on page 54. Total requests amounted to \$250,045. Recommendations include a supplement for additional pool chemicals for both indoor and outdoor pools (\$14,850 and \$5,475) will be added to the base budget. The budget team is also recommending capital expenditures for painting of the competition pool (\$61,000).

## **PUBLIC SAFETY SALES TAX FUND**

The proposed Public Safety Sales Tax Fund (PSST) FY23 Budget will provide for all operating costs and debt service requirements promised to the voters in 2010. Total revenues are estimated at \$1,091,512. Total expenditures are estimated at \$1,091,512. Fund balance is projected to be \$182,025 at the end of FY23. The historic programming of the PSST Fund has been to fund six law enforcement officers and related equipment expenses, fund two squad cars, and to pay the debt service on the radio system project. This budget funds these priorities, and provides replacement cost related to previously purchased PSST equipment. Additional information can be found on page 40.

### **Revenue**

The proposed revenues for the PSST Fund amount to \$1,005,500. Revenue projections for sales tax (\$984,000) are based on expected sales tax collections consistent with all other funds. Miscellaneous revenues are projected to be \$21,500 for interest earnings and the sale of assets.

### **Expenditures**

Total proposed FY23 expenditures for the PSST Fund are \$1,091,512. Operating expenditures are projected to be \$762,376. Non-operating expenditures are projected to be \$329,136.

### **Personnel and Benefits**

The FY23 proposed budget reflects total personnel costs of \$557,685. This includes funding for compensation and benefits consistent with the General Fund FY23 Budget.

### **Supplemental Requests**

FY23 Supplemental Requests for PSST are listed on page 55. Total requests amounted to \$148,736 and of this amount \$140,711 was recommended for funding. This includes two patrol vehicles with emergency equipment, 4 WatchGuard in car camera systems, 15 WatchGuard WIFI body cameras, E-citation printers (split with the General Fund), and laptops and docking stations (split with the General Fund).



### **SPECIAL PARKS AND PLAYGROUND FUND**

The "Ordinance Providing for Open Spaces" was enacted by the City Council on October 11, 1965, and amended on January 26, 1970 for the purpose of providing additional parkland, or funds to purchase, develop, and maintain city parks and playgrounds. The sub-divider may dedicate a portion of the land for parks, or pay a fee on a lot or acreage basis.

**Revenue** Revenue in the amount of \$500 is projected for FY23.

**Expenditures** No expenditures are requested for this budget.

The fund balance is projected to be \$8,000.

### **CAPITAL EQUIPMENT REPLACEMENT FUND**

The Capital Equipment Replacement Fund (CERF) was established in 2001. This fund provides funds for capital purchases and projects.

**Revenue** The Equipment Replacement Fund is projecting total revenue of \$639,000 from interest earnings, taxes and transfers. An equity transfer of \$293,000 will provide funding for additional capital equipment.

**Expenditures** Expenditures proposed for FY23 total \$639,000. This amount covers projected capital expenditures (\$255,000), and debt service of \$91,000. The majority of the capital and supplemental requests for General Fund will be funded by a transfer from CERF (\$293,000).

The estimated ending fund balance for FY23 will be \$496,434.

### **CONCLUSION**

In summary, the FY23 Budget continues the emphasis on achievement of Council and Budget Team goals, sustainable budget practices, and continued employee support and funding for the Compensation & Classification Plan.

The FY23 Budget is fiscally responsible and continues to support the provision of outstanding citizen services, programs, and staffing levels necessary to provide enhanced Citizen services. This Budget represents a stable organization that continues to plan for the future, and an organization that believes in providing excellent basic services.

The contents of the FY23 Budget are inclusive of various staff committee recommendations, department priorities, and review by the Budget Team comprised of Assistant City Manager Bob Baer, Director of Finance Dominic Accurso, Human Resource Administrator Charlene Leslie, Director of Community of Development Austin Greer, and myself. Thank you for your support and consideration of the proposed fiscal year 2023 Budget.

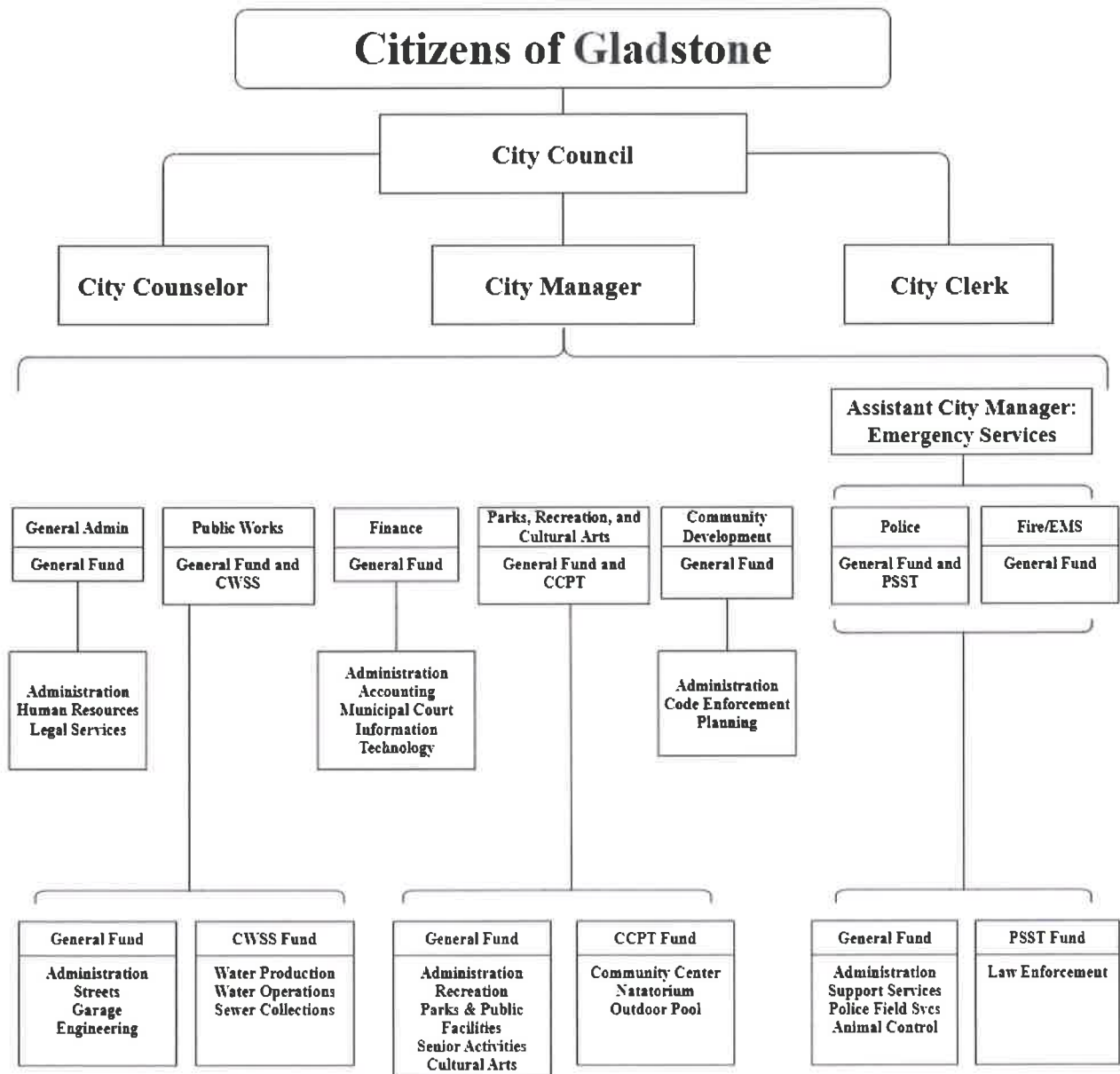
Respectfully submitted,

A handwritten signature in cursive script, reading "Scott Wingerson". The ink is dark and the signature is fluid, with a large, sweeping "S" at the beginning.

Scott Wingerson  
City Manager



## CITY OF GLADSTONE ORGANIZATION CHART





## **CITY OF GLADSTONE COUNCIL GOALS**

### **RESOLUTION R-21-52**

#### **A RESOLUTION ADOPTING A MISSION STATEMENT, VISION STATEMENT, AND GOALS FOR THE CITY OF GLADSTONE, MISSOURI, FOR 2022-2023.**

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

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

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

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

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

#### **MISSION STATEMENT**

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

#### **GLADSTONE VISION**

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



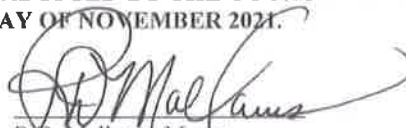
- A strong commitment to public safety and City infrastructure investment.
- An inspired, innovative, and invested City staff.
- Cooperative relationships with citizens highlighted by inclusive citizen engagement and participation.

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


#### **2022 CITY COUNCIL GOALS**

1. Keep Gladstone as a safe place with a focus on crime reduction, traffic enforcement, and the recruitment and retention of high-quality police officers, firefighters and EMS personnel.
2. Continue implementation of parks, cultural arts, facilities, streets, sidewalks, stormwater, water distribution and production, and comprehensive master plans.
3. Continue commitment to downtown and commercial corridors through effective and innovative development and redevelopment strategies.
4. Prioritize the proactive residential and commercial code enforcement program.
5. Create a long-term development and programming plan for Atkins-Johnson Farm and Museum to make it sustainable.
6. Prioritize infrastructure for neighborhood revitalization to meet the needs of our residents, encourage quality residential density and homeowner investment to preserve and increase housing values.
7. Promote diversity, equity, and inclusion in all that we do to continue to be a welcoming city to everyone.
8. Develop a branding strategy to effectively promote Gladstone.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8th DAY OF NOVEMBER 2021.**

  
R.D. Mallams, Mayor

ATTEST:

  
Becky Jarrett, Deputy City Clerk



**FISCAL YEAR 2023**  
**PART I SUMMARIES**



**CITY OF GLADSTONE, MISSOURI**  
**COMBINED BUDGET STATEMENT OF REVENUES,**  
**EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**BUDGETED FOR PERIOD ENDED JUNE 30, 2023**

**Governmental Fund Types**

<b>Revenue:</b>	<b><u>General</u></b>	<b><u>Community Center/Park Tax</u></b>	<b><u>Public Safety Sales Tax</u></b>	<b><u>Park &amp; Playground</u></b>
Taxes	14,102,567	984,000	984,000	500
Licenses and permits	648,530	-	-	-
Intergovernmental	1,460,500	1,700,000	-	-
Charges for services	3,205,915	1,274,831	-	-
Fines and forfeitures	610,000	-	-	-
Interest and Other	816,500	261,700	1,500	-
<b>Total Revenues</b>	<b>20,844,012</b>	<b>4,220,531</b>	<b>985,500</b>	<b>500</b>
<b>Expenditures:</b>				
General Administration	1,393,009	-	-	-
Finance	1,560,337	-	-	-
Police	5,954,383	-	693,574	-
Fire/EMS	4,106,371	-	-	-
Public Works	2,299,562	-	-	-
Community Development	745,421	-	-	-
Culture and Recreation	2,424,109	2,027,831	-	-
Non-Departmental	927,820	124,039	68,802	-
Capital Outlay	601,500	61,000	118,136	-
Debt Service:				
Principal retirement	194,000	1,685,000	191,000	-
Interest & fiscal charges	102,000	512,000	20,000	-
<b>Total Expenditures</b>	<b>20,308,512</b>	<b>4,409,870</b>	<b>1,091,512</b>	<b>-</b>
<b>Excess Revenue o/(u) Expenditures</b>				
<b>Other financing sources (uses):</b>				
Operating transfers in	293,000	788,550	-	-
Operating transfers out	(1,175,000)	-	-	-
Sale of Fixed Assets	90,000	-	20,000	-
<b>Excess of rev., other sources o/(u) expenditures, other uses:</b>	<b>(256,500)</b>	<b>599,211</b>	<b>(86,012)</b>	<b>500</b>
<b>Fund Bal. 7/1/</b>	<b>4,156,489</b>	<b>178,180</b>	<b>268,037</b>	<b>7,500</b>
<b>Projected Fund Bal. 6/30/</b>	<b>\$ 3,899,989</b>	<b>\$ 777,391</b>	<b>\$ 182,025</b>	<b>\$ 8,000</b>



**CITY OF GLADSTONE, MISSOURI**  
**COMBINED BUDGET STATEMENT OF REVENUES,**  
**EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**BUDGETED FOR PERIOD ENDED JUNE 30, 2023 (continued)**

	<u>Governmental Fund Types</u>			<u>Business Type Fund</u>	
	<u>Capital</u>			<u>Combined</u>	
	<u>Improvement Sales</u>	<u>Transportation</u>	<u>Capital Equipment</u>	<u>Water/Sewer</u>	<u>Total 2023</u>
<b>Revenue:</b>	<u>Tax</u>	<u>Sales Tax</u>	<u>Replacement Fund</u>	<u>System Fund</u>	<u>Budgeted</u>
Taxes	1,970,000	1,970,000	237,000	-	20,248,067
Licenses and permits	-	-	-	-	648,530
Intergovernmental	3,000,000	1,550,000	-	17,500	7,728,000
Charges for services	-	-	-	12,280,500	16,761,246
Fines and forfeitures	-	-	-	-	610,000
Interest and Other	2,500	46,500	64,000	13,796	1,206,496
<b>Total Revenues</b>	<b>4,972,500</b>	<b>3,566,500</b>	<b>301,000</b>	<b>12,311,796</b>	<b>47,202,339</b>
<b>Expenditures:</b>					
General Administration	-	-	-	-	1,393,009
Finance	-	-	-	-	1,560,337
Police	-	-	-	-	6,647,957
Fire/EMS	-	-	-	-	4,106,371
Public Works	-	-	-	2,819,368	5,118,930
Community Development	-	125,145	-	-	870,566
Culture and Recreation	-	-	-	-	4,451,940
Non-Departmental	-	-	-	7,569,928	8,690,589
Capital Outlay	11,029,700	2,805,000	255,000	272,500	15,142,836
Debt Service:					
Principal retirement	1,137,000	432,000	71,500	1,510,500	5,221,000
Interest & fiscal charges	652,000	150,000	19,500	89,500	1,545,000
<b>Total Expenditures</b>	<b>12,818,700</b>	<b>3,512,145</b>	<b>346,000</b>	<b>12,261,796</b>	<b>54,748,535</b>
<b>Excess Revenue o/(u) Expenditures</b>					
<b>Other financing sources (uses):</b>					
Operating transfers in	1,000,000	150,000	45,000	-	2,276,550
Operating transfers out	(789,000)	(200,000)	(293,000)	(50,000)	2,507,000
Sale of Fixed Assets	-	-	-	12,500	122,500
<b>Excess of rev., other sources o/(u) expenditures, other uses:</b>	<b>(7,635,200)</b>	<b>4,355</b>	<b>(293,000)</b>	<b>12,500</b>	<b>(7,654,146)</b>
<b>Fund Bal. 7/1/</b>	<b>12,212,835</b>	<b>50,373</b>	<b>789,434</b>	<b>2,270,396</b>	<b>19,933,244</b>
<b>Projected Fund Bal. 6/30/</b>	<b>\$ 4,577,635</b>	<b>\$ 54,728</b>	<b>\$ 496,434</b>	<b>\$ 2,282,896</b>	<b>\$ 12,279,098</b>







**FISCAL YEAR 2023**  
**PART II GENERAL FUND**



## GENERAL FUND

### STATEMENT OF EXPECTED/BUDGETED REVENUES, EXPENDITURES, AND CHANGES IN FUNDS AVAILABLE

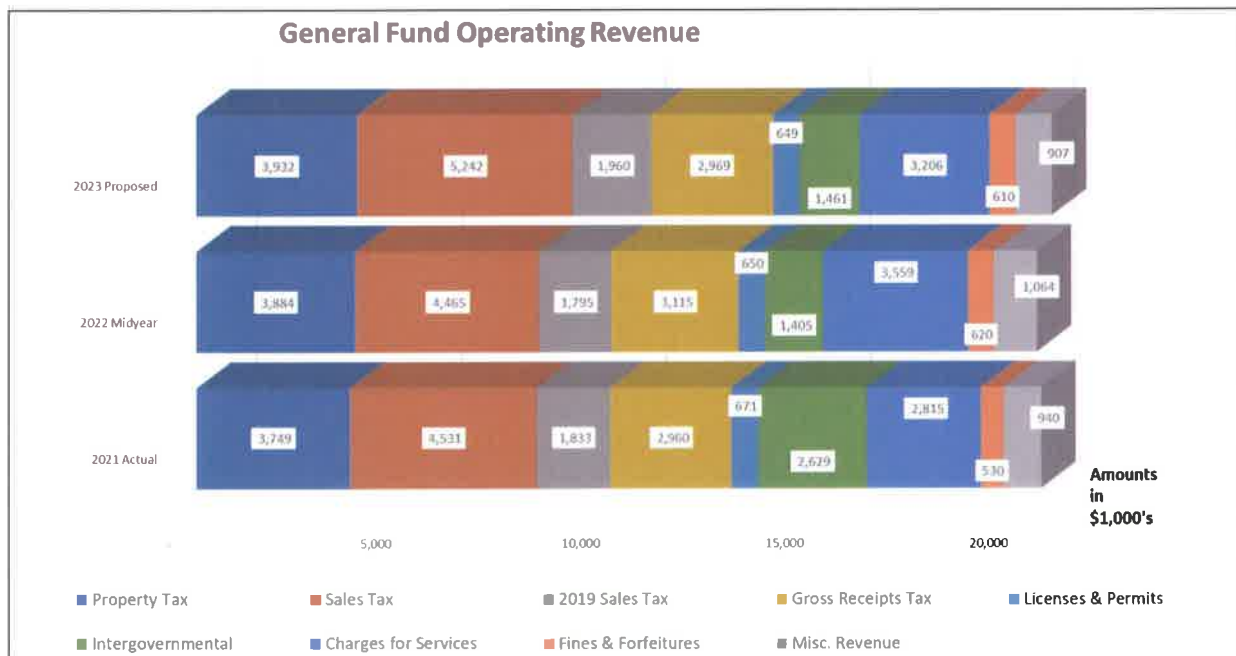
#### Analysis of Funds Available

	2021	2022	2023
	<u>Actual</u>	<u>Midyear</u>	<u>Proposed</u>
Beginning Funds Available	3,491,934	4,978,489	4,156,489
Revenues	21,458,904	21,585,488	21,483,512
Equity Adjustment	<u>-</u>	<u>(822,000)</u>	<u>(256,500)</u>
Net Funds Available	24,950,838	25,741,977	25,383,501
Expenditures	<u>(19,972,350)</u>	<u>(21,585,488)</u>	<u>(21,483,512)</u>
<b>Ending Funds Available</b>	<b>4,978,489</b>	<b>4,156,489</b>	<b>3,899,989</b>
20% Fund Balance Requirement		3,854,947	3,882,202
Over/(Under)		301,542	17,786
Revenue Over(Under) Expenditures		-	-



## GENERAL FUND STATEMENT OF REVENUES & EXPENDITURES

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>	<u>Variance</u>
<b>Revenue Sources</b>				
Property Tax	3,749,070	3,884,050	3,932,000	47,950
Sales Tax	4,531,219	4,465,000	5,242,000	777,000
2019 Sales Tax	1,833,205	1,795,000	1,960,000	165,000
Gross Receipts Tax	2,960,364	3,115,000	2,968,567	(146,433)
Licenses & Permits	671,334	649,530	648,530	(1,000)
Intergovernmental	2,629,086	1,405,000	1,460,500	55,500
Charges for Services	2,815,111	3,559,146	3,205,915	(353,231)
Fines & Forfeitures	530,442	620,000	610,000	(10,000)
Misc. Revenue	<u>939,637</u>	<u>1,063,512</u>	<u>906,500</u>	<u>(157,012)</u>
<b>Operating Revenue</b>	<b><u>20,659,467</u></b>	<b><u>20,556,238</u></b>	<b><u>20,934,012</u></b>	<b><u>377,774</u></b>
Debt Proceeds	584,937	-	-	-
Transfers	214,500	207,250	293,000	85,750
Equity Transfer	-	822,000	256,500	(565,500)
<b>Non-Operating Revenue</b>	<b><u>799,437</u></b>	<b><u>1,029,250</u></b>	<b><u>549,500</u></b>	<b><u>(479,750)</u></b>
<b>Total Revenue</b>	<b><u>21,458,904</u></b>	<b><u>21,585,488</u></b>	<b><u>21,483,512</u></b>	<b><u>(101,976)</u></b>





**GENERAL FUND  
DEPARTMENT OBJECT CLASSIFICATION EXPENDITURE SUMMARY  
FISCAL YEAR 2021-2023**

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
<b>GENERAL ADMIN</b>			
Personnel Services	932,607	1,002,709	1,039,904
Supplies	85,027	25,703	15,657
Services	335,909	347,402	337,448
<b>TOTAL</b>	<b>1,353,543</b>	<b>1,375,814</b>	<b>1,393,009</b>
<b>FINANCE</b>			
Personnel Services	952,515	1,040,236	1,069,799
Supplies	25,812	36,859	48,610
Services	379,012	435,208	441,928
Capital	65,701	7,500	-
<b>TOTAL</b>	<b>1,423,040</b>	<b>1,519,803</b>	<b>1,560,337</b>
<b>POLICE</b>			
Personnel Services	5,324,832	5,217,822	5,505,879
Supplies	155,191	188,396	215,056
Services	181,703	218,808	233,448
Capital	23,139	90,000	220,000
Debt	9,118	-	-
<b>TOTAL</b>	<b>5,693,983</b>	<b>5,715,026</b>	<b>6,174,383</b>
<b>FIRE/EMS</b>			
Personnel Services	3,796,564	3,675,997	3,934,717
Supplies	203,977	158,944	128,884
Services	33,479	42,710	42,770
Capital	38,367	634,000	49,000
Debt	60,719	-	-
<b>TOTAL</b>	<b>4,133,106</b>	<b>4,511,651</b>	<b>4,155,371</b>
<b>PUBLIC WORKS</b>			
Personnel Services	1,261,551	1,217,602	1,168,797
Supplies	237,319	278,950	295,850
Services	763,511	863,315	834,915
Capital	8,315	6,750	252,500
Debt	970	-	-
<b>TOTAL</b>	<b>2,271,666</b>	<b>2,366,617</b>	<b>2,552,062</b>

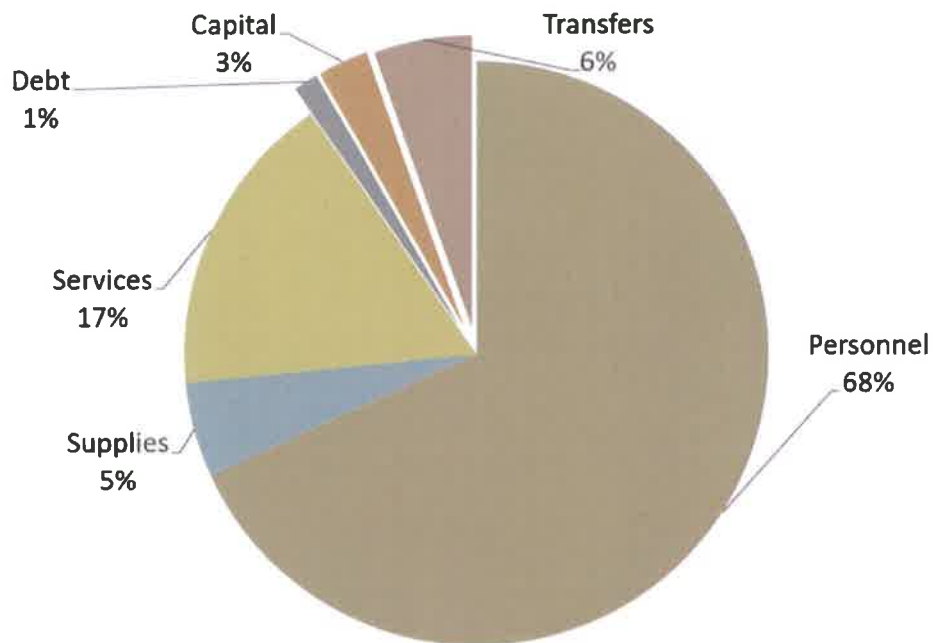


**GENERAL FUND  
DEPARTMENT OBJECT CLASSIFICATION EXPENDITURE SUMMARY  
FISCAL YEAR 2021-2023**

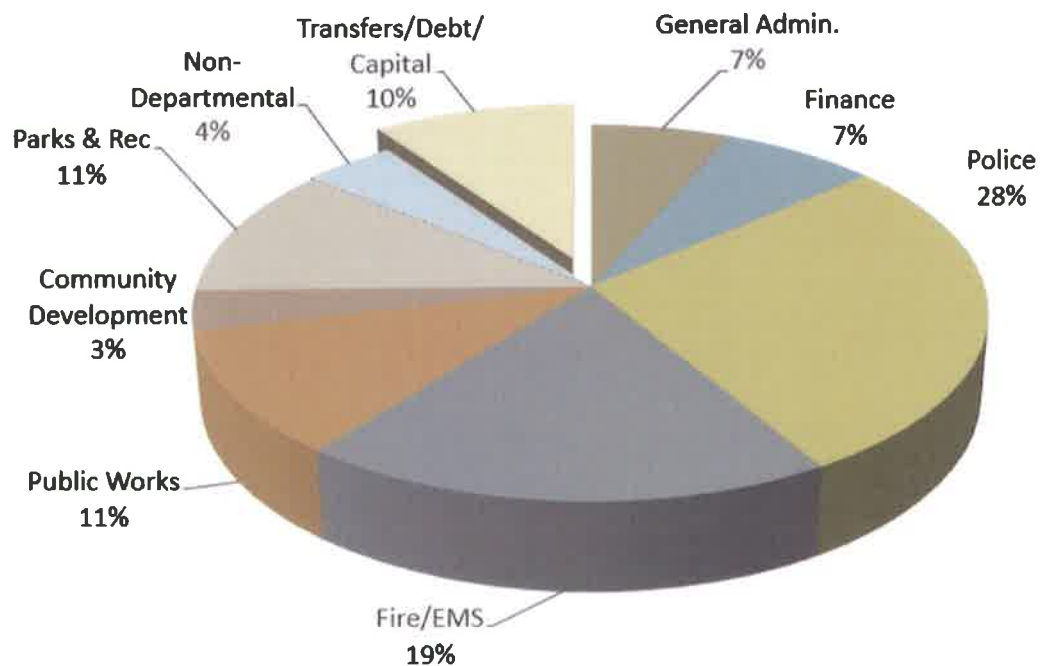
	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
<b>PUBLIC WORKS</b>			
Personnel Services	1,261,551	1,217,602	1,168,797
Supplies	237,319	278,950	295,850
Services	763,511	863,315	834,915
Capital	8,315	6,750	252,500
Debt	970	-	-
<b>TOTAL</b>	<b>2,271,666</b>	<b>2,366,617</b>	<b>2,552,062</b>
<b>COMM DEVELOPMENT</b>			
Personnel Services	599,736	569,941	606,697
Supplies	14,705	16,314	16,314
Services	109,730	191,410	122,410
Capital	6,218	20,250	22,500
<b>TOTAL</b>	<b>730,389</b>	<b>797,915</b>	<b>767,921</b>
<b>PARKS &amp; RECREATION</b>			
Personnel Services	1,083,552	1,287,945	1,295,655
Supplies	199,502	311,809	337,099
Service	599,189	1,143,066	791,355
Capital	4,700	27,000	7,500
Debt	4,647	-	-
<b>TOTAL</b>	<b>1,891,590</b>	<b>2,769,820</b>	<b>2,431,609</b>
<b>NONDEPARTMENTAL</b>			
Personnel Services	-	34,469	33,902
Supplies	13,079	67,395	68,395
Service	694,390	901,725	825,523
Capital	-	-	50,000
Debt	417,104	323,253	296,000
Transfers	1,350,457	1,202,000	1,175,000
<b>TOTAL</b>	<b>2,475,030</b>	<b>2,528,842</b>	<b>2,448,820</b>
<b>Total General Fund</b>			
Personnel Services	13,951,357	14,046,721	14,655,350
Supplies	934,612	1,084,370	1,125,865
Service	3,096,923	4,143,644	3,629,797
Capital	146,440	785,500	601,500
Debt	492,558	323,253	296,000
Transfers	1,350,457	1,202,000	1,175,000
<b>TOTAL GENERAL FUND</b>	<b>19,972,347</b>	<b>21,585,488</b>	<b>21,483,512</b>



## GENERAL FUND EXPENDITURES BY OBJECT



## EXPENDITURES BY DEPARTMENT







**FISCAL YEAR 2023**  
**PART III SPECIAL REVENUE FUNDS**



**SPECIAL PARKS & PLAYGROUND FUND  
ESTIMATED REVENUE & EXPENDITURES**

**Fiscal Year 2023**

Fund Balance, July 1, 2022 (Expected)	\$ 7,500
Budgeted Revenue	<u>500</u>
Total Funds Available	8,000
Budgeted Expenditures	<u>-</u>
Projected Fund Balance for June 30, 2023	\$ 8,000

The "Ordinance for Open Space" was enacted by the City Council on October 11, 1965, and amended on January 26, 1970, for the purpose of providing additional parkland, or funds to purchase, develop, and maintain City parks and playgrounds. The sub-divider may dedicate a portion of his land or pay a fee on a lot or an acreage basis.



# COMMUNITY CENTER AND PARK FUND (RESTRICTED USE FUND) ESTIMATED REVENUE & EXPENDITURES

Established by Ord. No. 3.944  
FISCAL YEAR 2023

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
<b>Revenue Sources</b>			
Community Center/Natatorium			
Sales Tax	923,164	915,000	984,000
Charges for Services	859,255	1,064,331	1,084,331
Facility Rental	82,234	146,000	179,000
Intergovernmental	175,000	175,000	175,000
<b>Total Community Center/Natatorium</b>	<b>2,039,653</b>	<b>2,300,331</b>	<b>2,422,331</b>
Outdoor Pool			
Charges for Services	152,907	190,500	190,500
Facility Rental	75,899	55,000	65,000
<b>Total Outdoor Pool</b>	<b>228,806</b>	<b>245,500</b>	<b>255,500</b>
<b>Operating Revenue</b>	<b>2,268,459</b>	<b>2,545,831</b>	<b>2,677,831</b>
Intergovernmental	525,000	525,000	1,525,000
Misc. Revenue	10,396	21,700	17,700
Transfers in	777,700	788,300	788,550
Debt Proceeds	954,371	-	-
Equity Transfer	-	1,181,509	-
<b>Non-Operating Revenue</b>	<b>2,267,468</b>	<b>2,516,509</b>	<b>2,331,250</b>
<b>Total Revenue</b>	<b>4,535,927</b>	<b>5,062,340</b>	<b>5,009,081</b>
<b>Expenditures</b>			
Community Center	881,843	882,095	895,618
Natatorium	802,687	1,024,168	947,989
Outdoor Pool	134,809	178,888	184,224
Non-Departmental	119,780	138,739	124,039
<b>Total Operating Expenditures</b>	<b>1,939,119</b>	<b>2,223,890</b>	<b>2,151,870</b>
Capital	158,658	638,200	61,000
Debt Requirements	2,197,420	2,200,250	2,197,000
<b>Total Non-Operating Expenditures</b>	<b>2,356,078</b>	<b>2,838,450</b>	<b>2,258,000</b>
<b>Total Expenditures</b>	<b>4,295,197</b>	<b>5,062,340</b>	<b>4,409,870</b>

## Analysis of Funds Available

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
Beginning Funds Available	1,118,960	1,359,689	178,179
Revenues	4,535,926	5,062,339	5,009,081
Equity Adjustment	-	(1,181,509)	-
Net Funds Available	5,654,886	5,240,519	5,187,260
Expenditures	(4,295,197)	(5,062,340)	(4,409,870)
<b>Ending Funds Available</b>	<b>1,359,689</b>	<b>178,179</b>	<b>777,390</b>

An ordinance providing for one-quarter of one percent tax on all retail sales was approved on February 14, 2005, for the purpose of funding the construction and operation of a Community Center.



## PUBLIC SAFETY SALES TAX ESTIMATED REVENUE & EXPENDITURES

Established by Ord. No. 4.152

FISCAL YEAR 2023

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
<b>Revenue Sources</b>			
Sales Tax	922,872	915,000	984,000
Misc. Revenue & Transfers	<u>49,445</u>	<u>32,775</u>	<u>21,500</u>
Operating Revenue	972,317	947,775	1,005,500
Debt Proceeds	-	850,000	-
Equity Transfer	<u>-</u>	<u>89,243</u>	<u>86,012</u>
<b>Total Revenue</b>	<u><b>972,317</b></u>	<u><b>1,887,018</b></u>	<u><b>1,091,512</b></u>
<b>Expenditures</b>			
PSST Law	557,414	672,791	693,574
Non Departmental	<u>25,803</u>	<u>46,527</u>	<u>68,802</u>
<b>Total Non-Operating Expenditures</b>	<b>583,217</b>	<b>719,318</b>	<b>762,376</b>
Capital	91,242	935,000	118,136
Debt Requirements	<u>207,328</u>	<u>232,700</u>	<u>211,000</u>
<b>Total Non-Operating Expenditures</b>	<b>298,570</b>	<b>1,167,700</b>	<b>329,136</b>
<b>Total Expenditures</b>	<u><b>881,787</b></u>	<u><b>1,887,018</b></u>	<u><b>1,091,512</b></u>

### Analysis of Funds Available

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
Beginning Funds Available	266,750	357,280	268,037
Revenues	972,317	1,887,018	1,091,512
Equity Adjustment	<u>-</u>	<u>(89,243)</u>	<u>(86,012)</u>
Net Funds Available	1,239,067	2,155,055	1,273,537
Expenditures	<u>(881,787)</u>	<u>(1,887,018)</u>	<u>(1,091,512)</u>
<b>Ending Funds Available</b>	<b>357,280</b>	<b>268,037</b>	<b>182,025</b>

An ordinance providing for one-quarter of one percent tax on all retail sales was approved on June 8, 2010, for the purpose of improving the public safety of the City.



**FISCAL YEAR 2023**  
**PART IV CAPITAL PROJECT FUNDS**



## CAPITAL IMPROVEMENT SALES TAX FUND ESTIMATED REVENUE & EXPENDITURES

Established by Ord. No. 2.737  
FISCAL YEAR 2023

	FY23
<b><u>Budgeted Revenues</u></b>	
Sales Tax	1,970,000
2019 Sales Tax Transfer	1,000,000
Interest	2,500
ARPA Funds	3,000,000
<b>Total Budgeted Revenue</b>	<b><u>5,972,500</u></b>
<b><u>Budgeted Expenditures</u></b>	
Debt Service	
2021 COP	870,000.00
2020 COP (Ends 3/1/40)	133,000.00
2017 Lease Purchase (Ends 6/1/32)	71,000
2011 COP - Refinanced 2017 (Ends 6/1/23)	369,000
2016 Lease Purchase (Ends 1/22/30)	97,000
2015 COP - Refinanced 2017 (Ends 6/1/26)	689,000
2015 COP (Ends 6/1/30)	113,000
The Heights - (Ends 7/1/36)	136,000
Engineering Transfer	100,000
Arts Council	19,700
<b><u>Storm water Projects</u></b>	
Storm water Master Plan Implementation	-
NE 68th St & N. Bellefontaine - Phase 1	150,000
Santerra Detention Basin Modification	25,000
2403 NE 57th Terr. Storm Sewer	25,000
N Holmes & NE 68th Street Storm Sewer	25,000
Misc. Storm water Projects	85,000
<b><u>Park Projects</u></b>	
Parks Master Plan Implementation	-
Oak Grove Park Shelters	400,000
Happy Rock Park Softball Complex	480,000
NE 72nd Tennis Courts	-
Parks Trail Replacement Program - Happy Rock	20,000
AJ Farm Improvements	-
<b><u>Facility Projects</u></b>	
Police Headquarters (est. \$1,000,000 expended in FY22)	9,000,000
City Hall (Exterior)	800,000
City Hall (Interior)	-
<b>Total Budgeted Expenditures</b>	<b><u>13,607,700</u></b>
<b>Est Funds Available at 6/30*</b>	<b><u>\$ 4,577,635</u></b>

An ordinance providing for one-half of one percent tax on all retail sales was approved on November 3, 1987, for the purpose of funding capital improvements.



## TRANSPORTATION SALES TAX FUND ESTIMATED REVENUE & EXPENDITURES

Established by Ord. No. 3.482  
FISCAL YEAR 2023

	FY23
<b><u>Budgeted Revenues</u></b>	
Sales Tax	1,970,000
Interest	2,500
Transfer	150,000
Special Road District Funds	350,000
Recovery Zone Bonds (RZB) Subsidy	7,000
ARPA Funds	1,200,000
Evergy Reimbursement (72nd Street)	37,000
Linden Connector TAP Grant	-
Vivion Road Trail TAP Grant	-
<b>Total Budgeted Revenue</b>	<b><u>3,716,500</u></b>
<b><u>Budgeted Expenditures</u></b>	
Debt Service	
2020 COP (Ends 3/1/34)	50,000
2017 Lease Purchase (Ends 6/1/32)	111,000
2011 COP - Refinanced 2017 (Ends 6/1/23)	63,000
2015 COP (Ends 6/1/30)	34,000
2015 COP - Refinanced 2017 (Ends 6/1/26)	100,000
2010 GO (Ends 3/1/23)	209,000
The Heights - (Ends 7/1/36)	115,000
Engineering Transfer	100,000
Local Transit	53,045
KCATA & Stop Improvements	72,100
<b><u>Road Projects*</u></b>	
Street Mill & Overlay Program	1,235,000
Intermediate Maintenance	200,000
City Intermediate Maintenance	20,000
Road District Project - TBD	350,000
N. Oak Design - NE 69th to NE 72nd	75,000
<b><u>Sidewalk/Trail Projects*</u></b>	
Curb, Gutter, Sidewalk Replacement	800,000
ADA/Curb cut Sidewalks	50,000
NE 72nd Sidewalk (N Olive to N Park)	25,000
Traffic/Ped Signal Upgrades	-
Linden Connector Trail	50,000
Vivion Road Trail - N. Mulberry to N. Bellevue	-
<b>Total Budgeted Expenditures</b>	<b><u>3,712,145</u></b>
<b>Est Funds Available at 6/30**</b>	<b><u>54,728</u></b>

An ordinance providing for one-half of one percent tax on all retail sales was approved on November 7, 1995, for the purpose of funding transportation capital improvements.





## CITY OF GLADSTONE

### CAPITAL IMPROVEMENTS SALES TAX PROJECTS FIVE YEAR PLAN

	FY23	FY24	FY25	FY26	FY27
<b><u>Budgeted Revenues</u></b>					
Sales Tax	1,970,000	1,999,550	2,029,543	2,059,986	2,090,886
2019 Sales Tax Transfer	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Interest	2,500	3,750	5,625	8,438	12,656
ARPA Funds	3,000,000	-	-	-	-
<b>Total Budgeted Revenue</b>	<b><u>5,972,500</u></b>	<b><u>3,003,300</u></b>	<b><u>3,035,168</u></b>	<b><u>3,068,424</u></b>	<b><u>3,103,542</u></b>
<b><u>Budgeted Expenditures</u></b>					
<b>Debt Service</b>					
2021 COP	870,000.00	900,000.00	890,000.00	886,000.00	870,000.00
2020 COP (Ends 3/1/40)	133,000.00	105,000.00	125,000.00	125,000.00	145,000.00
2017 Lease Purchase (Ends 6/1/32)	71,000	125,000	125,100	125,100	125,100
2011 COP - Refinanced 2017 (Ends 6/1/23)	369,000				
2016 Lease Purchase (Ends 1/22/30)	97,000	97,000	97,000	97,000	97,000
2015 COP - Refinanced 2017 (Ends 6/1/26)	689,000	686,000	690,000	690,000	-
2015 COP (Ends 6/1/30)	113,000	153,000	149,000	153,000	149,000
The Heights - (Ends 7/1/36)	136,000	136,000	136,000	136,000	136,000
Engineering Transfer	100,000	100,000	100,000	100,000	100,000
Arts Council	19,700	19,996	20,295	20,600	20,909
<b><u>Storm water Projects</u></b>					
Storm water Master Plan Implementation	-	200,000	300,000	325,000	800,000
NE 68th St & N. Bellefontaine - Phase 1	150,000	-	-	-	-
Santerra Detention Basin Modification	25,000	-	-	-	-
2403 NE 57th Terr. Storm Sewer	25,000	-	-	-	-
N Holmes & NE 68th Street Storm Sewer	25,000	-	-	-	-
Misc. Storm water Projects	85,000	75,000	75,000	75,000	75,000
<b><u>Park Projects</u></b>					
Parks Master Plan Implementation	-	150,000	300,000	300,000	545,000
Oak Grove Park Shelters	400,000	-	-	-	-
Happy Rock Park Softball Complex	480,000	-	-	-	-
NE 72nd Tennis Courts	-	150,000	-	-	-
Parks Trail Replacement Program - Happy Rock	20,000	25,000	30,000	35,000	40,000
AJ Farm Improvements	-	181,000	-	-	-
<b><u>Facility Projects</u></b>					
Police Headquarters (est. \$1,000,000 expended in FY22)	9,000,000	3,025,000	-	-	-
City Hall (Exterior)	800,000	300,000	-	-	-
City Hall (Interior)	-	1,000,000	-	-	-
<b>Total Budgeted Expenditures</b>	<b><u>13,607,700</u></b>	<b><u>7,427,996</u></b>	<b><u>3,037,395</u></b>	<b><u>3,067,700</u></b>	<b><u>3,103,009</u></b>
<b>Est Funds Available at 6/30*</b>	<b><u>\$ 4,577,635</u></b>	<b><u>\$ 152,940</u></b>	<b><u>\$ 150,712</u></b>	<b><u>\$ 151,436</u></b>	<b><u>\$ 151,970</u></b>



## CITY OF GLADSTONE

### TRANSPORTATION SALES TAX PROJECTS FIVE YEAR PLAN

	FY23	FY24	FY25	FY26	FY27
<b><u>Budgeted Revenues</u></b>					
Sales Tax	1,970,000	1,999,550	2,029,543	2,059,986	2,090,886
Interest	2,500	3,750	5,625	8,438	12,656
Transfer	150,000	150,000	150,000	150,000	150,000
Special Road District Funds	350,000	350,000	350,000	350,000	350,000
Recovery Zone Bonds (RZB) Subsidy	7,000	-	-	-	-
ARPA Funds	1,200,000	-	-	-	-
Evergy Reimbursement (72nd Street)	37,000	-	-	-	-
Linden Connector TAP Grant	-	475,000	-	-	-
Vivion Road Trail TAP Grant	-	-	-	250,000	250,000
<b>Total Budgeted Revenue</b>	<b><u>3,716,500</u></b>	<b><u>2,978,300</u></b>	<b><u>2,535,168</u></b>	<b><u>2,818,424</u></b>	<b><u>2,853,542</u></b>
<b><u>Budgeted Expenditures</u></b>					
<b>Debt Service</b>					
2020 COP (Ends 3/1/34)	50,000	36,000	90,000	95,000	105,000
2017 Lease Purchase (Ends 6/1/32)	111,000	256,000	258,000	258,000	258,000
2011 COP - Refinanced 2017 (Ends 6/1/23)	63,000	-	-	-	-
2015 COP (Ends 6/1/30)	34,000	46,000	45,000	46,000	46,000
2015 COP - Refinanced 2017 (Ends 6/1/26)	100,000	100,000	100,000	100,000	-
2010 GO (Ends 3/1/23)	209,000	-	-	-	-
The Heights - (Ends 7/1/36)	115,000	115,000	115,000	115,000	115,000
Engineering Transfer	100,000	100,000	100,000	100,000	100,000
Local Transit	53,045	54,636	56,275	57,964	59,703
KCATA & Stop Improvements	72,100	74,263	76,491	78,786	81,149
<b><u>Road Projects*</u></b>					
Street Mill & Overlay Program	1,235,000	525,000	725,000	725,000	790,000
Intermediate Maintenance	200,000	150,000	200,000	200,000	200,000
City Intermediate Maintenance	20,000	20,000	20,000	20,000	20,000
Road District Project - TBD	350,000	350,000	350,000	350,000	350,000
N. Oak Design - NE 69th to NE 72nd	75,000	200,000	-	-	-
<b><u>Sidewalk/Trail Projects*</u></b>					
Curb, Gutter, Sidewalk Replacement	800,000	150,000	200,000	150,000	200,000
ADA/Curb cut Sidewalks	50,000	50,000	50,000	50,000	50,000
NE 72nd Sidewalk (N Olive to N Park)	25,000	-	-	-	-
Traffic/Ped Signal Upgrades	-	50,000	50,000	50,000	50,000
Linden Connector Trail	50,000	700,000	-	-	-
Vivion Road Trail - N. Mulberry to N. Belleview	-	-	100,000	425,000	425,000
<b>Total Budgeted Expenditures</b>	<b><u>3,712,145</u></b>	<b><u>2,976,899</u></b>	<b><u>2,535,766</u></b>	<b><u>2,820,749</u></b>	<b><u>2,849,852</u></b>
<b>Est Funds Available at 6/30**</b>	<b><u>54,728</u></b>	<b><u>56,129</u></b>	<b><u>55,531</u></b>	<b><u>53,205</u></b>	<b><u>56,896</u></b>



**EQUIPMENT REPLACEMENT FUND**  
**ESTIMATED REVENUE & EXPENDITURES**  
**FISCAL YEAR 2023**

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
<b>Revenue Sources</b>			
Taxes/Transfers	637,193	536,000	282,000
Misc. Revenue	335,478	64,000	64,000
Equity Transfer	-	87,947	293,000
<b>Total Revenue</b>	<b>972,671</b>	<b>687,947</b>	<b>639,000</b>
<b>Expenditures</b>			
Capital Expenditures	232,440	300,000	255,000
Debt Requirements	88,906	192,447	91,000
Transfers out	150,000	195,500	293,000
<b>Total Expenditures</b>	<b>471,346</b>	<b>687,947</b>	<b>639,000</b>

**Analysis of Funds Available**

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
Beginning Funds Available	376,056	877,381	789,434
Revenues	972,671	687,947	639,000
Equity Adjustment	-	(87,947)	(293,000)
Net Funds Available	1,348,727	1,477,381	1,135,434
Expenditures	(471,346)	(687,947)	(639,000)
<b>Ending Funds Available</b>	<b>877,381</b>	<b>789,434</b>	<b>496,434</b>

Equipment Replacement Fund was established in FY 2001 to fund the purchase of capital equipment.



**FISCAL YEAR 2023**  
**PART V ENTERPRISE FUND**



## COMBINED WATERWORKS & SEWERAGE SYSTEM FUND ESTIMATED STATEMENT OF REVENUES & EXPENSES

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
<b>Revenue Sources</b>			
Water	3,889,037	4,499,300	4,335,500
Sanitation	6,379,520	7,617,500	7,945,000
Misc. Revenue	<u>74,900</u>	<u>54,400</u>	<u>43,796</u>
<b>Operating Revenue</b>	<b>10,343,457</b>	<b>12,171,200</b>	<b>12,324,296</b>
Debt Proceeds	2,500,000	-	-
Equity Transfer	<u>-</u>	<u>1,931,238</u>	<u>-</u>
<b>Non-Operating Revenue</b>	<b>2,500,000</b>	<b>1,931,238</b>	<b>-</b>
<b>Total Revenue</b>	<b><u>12,843,457</u></b>	<b><u>14,102,438</u></b>	<b><u>12,324,296</u></b>
<b>Expenditures</b>			
Water Production	1,445,770	1,403,271	1,301,870
Water Operations & Maintenance	836,392	1,005,826	1,129,777
Sewer Collection	295,406	463,746	387,721
Non Departmental	<u>6,336,993</u>	<u>7,171,545</u>	<u>7,569,928</u>
<b>Operating Expenditures</b>	<b>8,914,560</b>	<b>10,044,388</b>	<b>10,389,296</b>
Capital & Supplemental	1,241,112	1,875,750	272,500
Debt Requirements	1,720,689	1,682,300	1,600,000
Transfers	<u>50,000</u>	<u>500,000</u>	<u>50,000</u>
<b>Total Non-Operating Expenditures</b>	<b>3,011,801</b>	<b>4,058,050</b>	<b>1,922,500</b>
<b>Total Expenditures</b>	<b><u>11,926,362</u></b>	<b><u>14,102,438</u></b>	<b><u>12,311,796</u></b>

### Analysis of Funds Available

	2021 <u>Actual</u>	2022 <u>Midyear</u>	2023 <u>Proposed</u>
Beginning Funds Available	3,284,539	4,201,634	2,270,396
Revenues	12,843,457	14,102,438	12,324,296
Equity Adjustment	<u>-</u>	<u>(1,931,238)</u>	<u>-</u>
Net Funds Available	16,127,996	16,372,834	14,594,692
Expenditures	<u>(11,926,362)</u>	<u>(14,102,438)</u>	<u>(12,311,796)</u>
<b>Ending Funds Available</b>	<b>4,201,634</b>	<b>2,270,396</b>	<b>2,282,896</b>



**Proposed Water & Sewer Rates of Metropolitan Cities  
Based on Average Household Usage  
As of March 2022**

Assumption: Average water and sewer bill based on  
5,000 gallons water and 4,000 sewer monthly

<u>City</u>	<u>Water Amount</u>	<u>Sewer Amount</u>	<u>Total Amount</u>
Kansas City	\$ 47.79	\$ 75.58	\$ 123.37
Liberty	34.31	64.36	98.67
<b>Gladstone (proposed 6/1/22)</b>	<b>33.77</b>	<b>62.18</b>	<b>95.95</b>
Parkville	40.24	55.22	95.46
<b>Gladstone (proposed 6/1/21)</b>	<b>33.77</b>	<b>58.66</b>	<b>92.43</b>
Raytown	43.35	48.71	92.06
Grandview	58.22	31.06	89.28
Lee's Summit	35.26	40.42	75.68
Blue Springs	40.55	30.95	71.50
Independence	28.02	42.25	70.27
North Kansas City	16.56	38.04	54.60

**Gladstone Comparison to Average Rate of Metropolitan Cities**

<b>Current</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>
Average Rate	\$ 37.44	\$ 49.77	\$ 87.21
\$ Below/ (Above) Average	\$ 37.44	\$ 49.77	\$ 87.21
<b>% Below (Above) Average</b>	<b>\$ 3.67</b>	<b>\$ (12.41)</b>	<b>\$ (8.74)</b>
\$ Below/ (Above) Highest	0.10	(0.25)	(0.10)
	\$ 14.02	\$ 13.40	\$ 27.42



**FISCAL YEAR 2023**  
**PART VII SUPPLEMENTAL and CAPITAL OUTLAY**





## GENERAL FUND

### PROPOSED 2023 CAPITAL AND SUPPLEMENTAL

Narrative	Dept. Rank	Justification Amount	Budget Team recommend	Comment
		-	-	
<b>Total General Administration</b>		-	-	
Continue GASB 87	1	9,500	9,500	add to base
E-citation printers for Police Vehicles	2	9,000.00	4,500	Split w PSST
Detective laptop/docking stations	3	7,050.00	3,525	Split w PSST
Asadtec scheduling workforce management	4	2,995	-	Addressed with City wide time and attendance software
<b>Total Finance</b>		<b>28,545</b>	<b>17,525</b>	
2 Police Vehicles	1	100,000	100,000	
4 vehicles	2	120,000	120,000	
<b>Total Police</b>		<b>220,000</b>	<b>220,000</b>	
Replace previous leased vehicle (1)	1	7,500	7,500	
Chest Compression System (2)	2	41,500	41,500	
Truck for Fire Marshal (leased)	3	7,500	-	
<b>Total Fire/EMS</b>		<b>56,500</b>	<b>49,000</b>	
Replace previous leased vehicles (1)	1	7,500	7,500	
Increase line item for Contractual	2	50,000	50,000	add to base
Additional fuel master cost	3	5,500	5,500	add to base
Increase line item for Automotive Supplies	4	25,000	-	Address at midyear if needed
F-250 or equivalent with animal control insert	5	65,000	65,000	
F-550 or equivalent bucket truck	6	180,000	180,000	
F-350 or equivalent 4x4 DRW with spreader/plow	7	58,000	-	
F-350 or equivalent 4x4 with dump bed, spreader/plow	8	80,000	-	
<b>Total Public Works</b>		<b>471,000</b>	<b>308,000</b>	
Replace previous leased vehicles (3)	1	22,500	22,500	
Additional Funding for Home Improvement Program Grants	2	10,000	-	Funded with ARPA grant
ASANA annual fee increase	3	1,500	-	
Replace Code vehicle (2014 Escape) with leased Truck	4	7,500	-	
<b>Total Community Development</b>		<b>41,500</b>	<b>22,500</b>	



## GENERAL FUND PROPOSED 2023 CAPITAL AND SUPPLEMENTAL

Narrative	Dept. Rank	Justification Amount	Budget Team recommend	Comment
Truck for PRCA Director (leased)	1	7,500	7,500	
Add'l Mowing @ 69th St. Lot (\$55x\$35 mows per yr.)	2	1,925.00	1,925	Add to base
Increase Contract Acct for youth program officials	3	2,400.00	-	
Increase Program Activities Acct for TIP Production Stipends	4	3,350.00	-	GEBC
Increase Travel Services Acct for training travel expenses	5	200.00	-	
Increase Training Services Acct for trainings and/or MPRA Conf	6	3,000.00	-	
Increase Membership Services Acct for MPRA & NPRA Memberships	7	1,500.00	-	
Engineered Mulch for Hobby Hill West, Central Park & Little Gully play areas	8	1,352.00	1,352	Add to base
One New Side by Side ATV	9	20,000.00	-	
Disc Golf Instruction	10	3,500.00	-	GEBC
VIP Whiskey Fest Event - offset by \$7,500 revenue	11	5,000.00	5,000	add to base
Convert the 2 Tennis Cts. at 72nd St. to 6 Pickleball Crts.	12	84,400	-	Address in CIST
<b>Total Parks and Recreation</b>		<b>134,127</b>	<b>15,777</b>	
Time and Attendance software and equipment	1	50,000	50,000	
<b>Total Non-Departmental</b>		<b>50,000</b>	<b>50,000</b>	
<b>Total General Fund</b>		<b>1,001,672</b>	<b>682,802</b>	



## CCPT FUND

### PROPOSED 2023 CAPITAL AND SUPPLEMENTAL

Narrative	Dept. Rank	Justification Amount	Budget Team recommend	Comment
<b>CCPT</b>				
Prep and paint comp pool	1	61,000	61,000	
Prep and Paint diving well	2	33,000	-	Planed for FY24
Prep and paint outdoor lap area	3	103,000	-	Planed for FY25
Additional cost associated with increase and Clay Co DOH	4	14,850	14,850	
Additional cost associated with increase and Clay Co DOH	5	5,475	5,475	
Refurbish outdoor pool playground structure and life guard chairs	6	18,000	-	
Install submersible pump for drop slide at outdoor pool	7	9,400	-	
Additional monthly cost	8	1,760	-	
Additional monthly cost	9	1,760	-	
Annual maintenance to outdoor pool	10	1,800	-	
		<b>250,045</b>	<b>81,325</b>	



**PSST FUND**  
**PROPOSED 2023 CAPITAL AND SUPPLEMENTAL**

Narrative	Justification Amount	Budget Team recommend	Comment
<b>PSST</b>			
E-citation printers for Police Vehicles	9,000.00	4,500	
Detective laptop/docking stations	7,050.00	3,525	
4 WatchGuard in car camera systems	18,136.00	18,136	
WatchGuard Wifi body cameras (15)	14,550.00	14,550	
2 Police Vehicles	<u>100,000</u>	<u>100,000</u>	
	<u><b>148,736</b></u>	<u><b>140,711</b></u>	



## CWSS FUND

### PROPOSED 2023 CAPITAL AND SUPPLEMENTAL

Narrative	Dept. Rank	Justification Amount	Budget Team recommend	Comment
<b>CWSS</b>				
Replace previous leased vehicles (3)	1	22,500	22,500	
Freightliner M2 10850 or equivalent (replace asset 1411)	2	150,000	150,000	
Caterpillar 420 Fit or equivalent backhoe (Replace asset 1388	3	150,000	-	
Case 621 E or equivalent loader with forks (replace asset 144'	4	250,000	-	
F-450 or equivalent with dump bed (replace asset 1456)	5	60,000	-	
Water Meter Replacement Program	6	250,000	-	
		<b>882,500</b>	<b>172,500</b>	



**City of Gladstone**

7010 N Holmes St.

Gladstone, MO 64118

(816) 436-2200

Fax (816) 436-2228

**BILL NO. 22-16**

**ORDINANCE NO. 4.593**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND MID-AMERICA REGIONAL COUNCIL (MARC) FOR CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT 2021 (CRRSAA) FUNDS FOR THE REGIONAL PREVENTATIVE MAINTENANCE PROGRAM.**

**WHEREAS**, MARC is administering the Missouri Regional Preventative Maintenance (RPM) Program using CRRSAA funds; and

**WHEREAS**, funds have been allocated to the City in the amount of \$151,019 based on population; and

**WHEREAS**, funds can be used to conduct mill & overlay and/or micro surfacing on Gladstone streets; and

**WHEREAS**, the City is authorized to enter cooperative agreements pursuant to Sections 70.210 to 70.320 RSMo; and

**WHEREAS**, Section 70.230 RSMo provides that the City may enter such cooperative agreements by ordinance duly enacted.

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

**THAT**, The City Manager is hereby authorized to execute the agreement with MARC for the Regional Preventative Maintenance Program.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23<sup>rd</sup> DAY OF MAY 2022.**

---

Bill Garnos, Mayor

Attest:

---

Kris Keller, City Clerk

First Reading: May 23, 2022

Second Reading: May 23, 2022



# REGIONAL PREVENTIVE MAINTENANCE PROGRAM

## AGREEMENT

**PARTIES:** **City of Gladstone, Missouri**, hereinafter referred to as the “Partner”

**Mid-America Regional Council**, hereinafter referred to as “MARC”

**PURPOSE:** The Regional Preventive Maintenance program (here in after known as “RPM”) will use Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) funds to support preventive maintenance activities on local roadways to address deferred maintenance needs for area cities and counties located within the Kansas City metropolitan planning area in Missouri. Funds received will be used to conduct Mill & Overlay and/or Micro Surfacing maintenance on roadways as detailed in Article I.

The program is intended to facilitate the following objectives:

- Maximize federal funds at 100% participation to the extent possible;
- Use CRRSAA funds for program administration, preliminary engineering, preventive maintenance activities and construction engineering;
- Focusing on local roadways not on the Federal Aid Highway system to provide maximum flexibility in implementing the program;
- Focusing on routes that connect neighboring jurisdictions, where practical;
- Grouping multiple jurisdictions’ roadways into a small set of consolidated preventive maintenance contracts for economies of scale;
- Offering options for both Mill & Overlay and Micro Surfacing contracts as needed.

**EFFECTIVE** Parties mutually agree to Articles I, II, and III in accordance with this Agreement from the (start date) until the (end date).

## ARTICLE I

### PARTNER AGREES:

1. To provide a primary project contact and coordinate with MARC’s project manager and the project’s preliminary and construction engineering teams.
2. To participate in the RPM program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal/state requirements regarding the RPM project.
3. To identify roadways within their jurisdiction to be included in the RPM in consultation with MARC, avoiding route(s) that will require costly retrofits under Americans With Disabilities Act requirements or completing required ADA upgrades with local funds.
4. Avoid routes:
  - a. Assumed or deemed controversial.

- b. Require purchasing rights of way that is beyond the customary practice/cost of similar preventive maintenance projects
  - c. Requiring public engagement that is beyond public engagement practices of similar preventive maintenance projects.
  - d. Requiring extensive base or pavement repair
  - e. That are existing locally funded projects requiring completion.
- 5. To select local roadways not on the Federal Aid Highway system.
- 6. To select a Mill & Overlay and/or Micro Surfacing preventive maintenance solution as appropriate.
- 7. To allow RPM project work in their jurisdiction to be bundled or combined into bid packages and contracts including work in other jurisdictions.
- 8. To use common specifications and mix designs to reduce cost and program complexity.
- 9. To reimburse MARC for any project cost within the Partner's jurisdiction above and beyond the Partner's CRRSAA allocation in Article III.
- 10. Any change order, rights of way purchase, extensive/additional public engagement or request for additional services must be submitted through MARC to the contracted contractor. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Partner.
- 11. Partner is aware that any rights of way and public engagement cost are attributed to their CRRSAA allocation. The balance of the allocation minus any additional cost will be used as the Partners preventive maintenance program's allocation.
- 12. To waive any and all permit expenses in connection to the RPM project.
- 13. To provide final approval of project deliverables.
- 14. Final selection of proposed route(s) is vested in MARC in consultation with the Partner.
- 15. To the extent allowed by law, the Partner shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by the Partner under this Agreement, caused by the Partner, its employees, agents, subcontractors, or caused by others for whom the Partner is liable. Notwithstanding the foregoing, the Partner is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees.

## **ARTICLE II**

### **MARC AGREES:**

- 1. To provide a project manager, conduct project and program management.
- 2. To work with MoDOT to secure funding for administration, preliminary engineering, construction inspection and preventive maintenance contracts.
- 3. To work with MoDOT and Partner jurisdictions to procure engineering and construction services,
- 4. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.
- 5. To ensure RPM partners' agreements adequately cover program terms and costs,

6. To allocate CRRSAA funds for RPM program activities within the Partner's jurisdiction as shown in Exhibit A.
7. To manage RPM project development activities and requirements,
8. To conduct RPM project lettings,
9. To manage construction inspection and federal grant reporting activities, as needed.
10. To ensure that RPM project consultants and contractors follow federal, state and local laws for engineering and job site safety and construction.
11. To accept project completion only with Partner approval.
12. To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the Partner and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the Partner for the negligent acts of the Partner or any of its agencies, officials, officers, or employees.
13. MARC shall procure and maintain, and shall require its contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. MARC shall ensure that the Partner is named as an additional insured.

1. Commercial General Liability Insurance: with limits of \$3,000,000 per occurrence and \$3,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability,
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$3,000,000.
- d. No Contractual Liability Limitation Endorsement,
- e. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- a. Workers' Compensation Statutory
- b. Employers' Liability with limits of:
  - i. \$100,000 each accident
  - ii. \$500,000 disease –policy limit
  - iii. \$100,000 disease - each employee

3. Commercial Automobile Liability Insurance: with a limit of \$3,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Cooperative Agreement.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ \$3,000,000.

Regardless of any approval by the Partner, it is the responsibility of MARC to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event MARC fails to ensure that the required insurance is procured and maintained in effect, or that Partner is named as an additional insured, the Partner may order that the construction of the Improvements immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

### **ARTICLE III**

#### **BOTH PARTIES MUTUALLY AGREE:**

1. The Partner will receive a CRRSAA allocation to participate in the RPM program in an amount up to but will not exceed \$151,019.
2. The RPM Program is funded completely by CRRSAA funding and local match participation is not required.
3. Any cost beyond the Partner's CRRSAA allocation is the responsibility of the Partner.
4. This Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the Partner and MARC.
5. This Agreement is pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. Seq.
6. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.
7. Parties to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination.
8. No third-party beneficiaries are intended to be created by this Agreement, nor do parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to terms or provisions of this Agreement.

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**Mid-America Regional Council**

**City of Gladstone, Missouri**

David Warm  
Executive Director

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_



# *Request for Council Action*

☐ RESOLUTION #

☒ BILL # 22-16

ORDINANCE # 4.593

**Date:** 5/11/2022

**Department/Office:** Public Works

**Meeting Date Requested:** 5/23/2022

**Public Hearing:** ☐ Yes ☒ No Date:

**Subject:** Regional Preventative Maintenance Program

**Requested Action:** Approval of MARC Regional Maintenance Program Agreement

**Background:** The Mid-America Regional Council (MARC) is administering \$6,714,666 in transportation related funding to be used for street maintenance including mill and overlay and/or micro surfacing. These funds are available to Missouri communities through the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021. Funds are being distributed based upon population with a minimum allocation of \$50,000. The City of Gladstone's allocation is \$151,019. It is anticipated that the work will be completed in 2023. There is no local match and design and inspection will be administered through MARC.

**Budget Discussion:** Funds are budgeted in the amount of \$N/A in the TST fund. Ongoing costs are estimated to be \$N/A.

**Public/Board/Staff Input:** n/a

**Recommendation:** City staff recommends the approval of this agreement.

**Distribute Original Contracts to:** ☐ City Clerk

Tim Nebergall

City Attorney JM

City Manager SW

**RCA DUE TO CITY CLERK WEDNESDAY 2:00 PM**

Revised 1/10/2018

**BILL NO. 22-17**

**ORDINANCE NO. 4.594**

**AN ORDINANCE DIRECTING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH THE NORTH KANSAS CITY SCHOOL DISTRICT FOR PROVIDING A SCHOOL RESOURCE OFFICER AT ANTIOCH MIDDLE SCHOOL.**

**LEGISLATIVE FINDINGS**

1. The City of Gladstone and the North Kansas City School District seek to continue a full-time School Resource Officer (SRO) program at Antioch Middle School.
2. The SRO program serves to reduce incidents of delinquency in school by combining law enforcement with educational professionals to address drug and alcohol abuse, youth violence, truancy and other youth issues in an educational environment.
3. The SRO fulfills three valuable roles as Educator, Counselor or Problem Solver, and Law Enforcement Officer.
4. The Cooperative Agreement is in the best interests of the residents of the City of Gladstone.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into the proposed Memorandum of Understanding, in substantially the form attached hereto and incorporated herein, with the North Kansas City School District to provide a School Resource Officer at Antioch Middle School.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 23RD DAY OF MAY, 2022.**

---

Bill Garnos, Mayor

**ATTEST:**

---

Kris Keller, City Clerk

FIRST READING: May 23, 2022

SECOND READING: May 23, 2022



# **SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING**

CITY OF GLADSTONE, MISSOURI  
Gladstone, Missouri

NORTH KANSAS CITY SCHOOLS  
District #74

This Memorandum of Understanding is entered into, this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Gladstone, Missouri (hereinafter referred to as the "City" or "Police Department") and the North Kansas City School District #74, a state accredited, school district located within Clay County, Missouri (hereinafter referred to as the "District")

## **WITNESSETH:**

- A. The City, by and through its Police Department, agrees to provide the School District one or more Gladstone Police Department officers to serve in the School Resources Officer Program in one or more of the District's schools as a School Resource Officer ("SRO"); and
- B. The District and the City desire for this Agreement to guide and direct the School Resource Officer Program.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefor being hereby acknowledged, the District and the City agree as follows

## **II. MISSION AND GOALS:**

- A. The mission of the School Resource Officer Program is to reduce incidents of delinquency in or around school by combining law enforcement with educational professionals to address drug and alcohol abuse, youth violence, truancy and other youth issues in an educational environment.
- B. The following goals are shared between the District and the City with regard to the School Resource Officer Program:
  - 1. Provide a safe and respectful school;
  - 2. Enhance the relationship between law enforcement officers and students in middle school; and
  - 3. Foster educational programs, which will address tobacco, alcohol, and other drug issues, violence diffusion and prevention, and other safety issues as needed.
  - 4. Provide DARE education to all fifth graders in the District at the District's four elementary schools located in Gladstone, Missouri: Meadowbrook Elementary School, Chapel Hill Elementary School,

Oakwood Manor Elementary School, Linden West Elementary School,  
and the Northland Innovations Center.

III. EMPLOYMENT AND ASSIGNMENT OF THE SCHOOL RESOURCE OFFICER:

- A. Collaboration of the selection of an SRO shall be achieved through the School District's Safety & Security Director, in conjunction with the City. Upon agreeance of such selection, the City shall provide one (1) SRO to Antioch Middle School, 2100 NE 65<sup>th</sup> Street Gladstone, Missouri.
- B. Regular Duty Hours of the School Resource Officer
  - 1. The SRO shall be assigned to the school on a full-time basis during those days and hours the school is in regular session. The SRO shall be on campus from one-half hour prior to the start of classes until one-half hour after the end of the regularly scheduled school day.
  - 2. On early release or late start days, the SRO may be required to attend District meetings or training during the remainder of the day.
  - 3. During the SRO's daily tour of duty, the SRO may be off campus performing such tasks that may be required by their assignments.
  - 4. The SRO may be temporarily reassigned by the City during school holidays and vacations, and/or during the periods of police emergency.
  - 5. If staffing allows, the City may fill the role of the SRO when the regular SRO is on sick days, vacation days or in training. The City will, at a minimum, provide an officer for traffic control at arrival and dismissal when the SRO is absent and will increase extra patrol.
  - 6. The SRO shall ensure that the respective principal and the School District's Safety & Security Director are notified when the SRO is sick or injured. If the SRO calls in sick, the SRO shall, if possible, use reasonable efforts to notify the principal and the School District's Safety & Security Director prior to the start of the school day.
  - 7. Regular working hours may be adjusted on situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be utilized to cover scheduled school related activity requiring the presence of a law enforcement officer.
- C. EXTRA DUTY HOURS OF THE SCHOOL RESOURCE OFFICER
  - 1. The District may request the City to provide a School Resource Officer for summer programs, not to exceed thirty (30) days beyond the normal academic calendar.
  - 2. The District may request the City to provide a School Resource Officer for Before- and After- School Programs, not to exceed three

(3) hours per day. The District shall reimburse the SRO for the Extra Duty Hours at the District's standard off-duty rate unless the SRO is performing duties related to an investigation or Police Department function, in which the SRO will be compensated at his/her overtime rate.

3. The SRO will participate in training related to their SRO duties on one professional development day in the first semester and one professional development day in the second semester. The SRO will work with the District Safety & Security Director to establish and set up the training.

D. The Role of the School Resource Officer

The role of the School Resource Officer is based on a "triad" approach adopted from training developed and presented by the National Association of School Resource Officers (NASRO) and/or the Missouri School Resource Officers Association (MSROA). The triad philosophy defines a School Resource Officer as fulfilling three main roles: Educator, Counselor or Problem Solver, and Law Enforcement Officer.

1. Educator - The School Resource Officer shall provide educational information in the form of classroom presentations, parent or public presentations, or in-service school staff presentations. Formal presentations shall be made available to these groups on any topic concerning public safety, law related issues, crime prevention, drug abuse prevention, gang prevention, or other topics as appropriate. The School Resource Officer will act as an instructor, or arrange for another SRO or certified public safety instructor, for these respective presentations when invited to do so by the principal or member of the faculty. These presentations shall be conducted in a professional manner and shall be pre-approved by the District's Director of Safety & Security with input from the respective school administrator.
2. Counselor/Problem Solver - The School Resource Officer is not a substitute for school counselors. The SRO may give advice or guidance to students and the education staff within the context of the officer's knowledge, training and experience. The SRO counsels students on a variety of issues, which may range from dealing with anger, personal conflicts, drug and alcohol issues, abuse and neglect, and other issues related to public safety or the law.

The School Resource Officer shall work closely with the District's Director of Safety & Security, school administrators and counselors, social workers, juvenile officers, and other organizations, which service youth in order to provide support to students in need.

3. Law Enforcement Officer - The School Resource Officer shall conduct criminal investigations and make arrests utilizing the same criteria as any other certified law enforcement officer of the City. However, the effective SRO will often work with the District's Director of Safety & Security, school administrators, parents, social service agencies, and perhaps the Clay County Juvenile Office to explore effective ways to hold juvenile offenders accountable for their actions.

The School Resource Officer shall also gather intelligence information regarding criminal activities involving school aged or juvenile offenders. This information is then shared with the appropriate resources.

E. Additional Duties of the School Resource Officer

1. The SRO shall coordinate all of his/her activities with the City, the District's Director of Safety & Security, the principal and staff members concerned, and will seek permission, advice, and guidance prior to enacting any programs within the School.
2. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police, and the police mission.
3. The SRO shall encourage individual and small group discussions with students based on material presented in class to further establish rapport with the students.
4. When requested by the District's Director of Safety & Security or by the respective principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO program. Each year, the SRO will provide faculty members, especially new members, an overview of the SRO program.
5. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement, crime prevention, or violence prevention topics. Confidential information shall not be disclosed except as provided by law or court order.
6. The SRO shall become familiar with all community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies and liaise when necessary, thereby acting as a resource person to the students, faculty and staff of the school.
7. The SRO shall assist the District's Director of Safety & Security and principal(s) in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus or during school sponsored events.

8. The SRO shall adhere to School Board policy, City policy and legal requirements should it become necessary to conduct formal police activities with the students.
9. If the SRO becomes aware of any criminal investigation at the SRO's respective school(s), the SRO should help coordinate that investigation, even though the SRO may not be the lead investigator. For example, when the SRO becomes aware of a child abuse case, they may not be the lead investigator; however, the SRO will make the necessary contacts with the appropriate investigating agency to facilitate the investigation.
10. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the District's Director of Safety & Security, along with the respective principal, aware of such action. At the request of District's Director of Safety & Security or the respective school principal, the SRO shall take appropriate law enforcement action for violations of the law on school property or at related school functions as allowed by Missouri Statutes.
11. The SRO shall give assistance to other law enforcement officers and/or other local law enforcement departments in matters regarding his/her school assignment, whenever necessary.
12. The SRO shall, whenever possible, and in accordance with established overtime procedures, participate in and/or attend school functions.
13. The SRO may be assigned non-campus investigations relating to runaways or truant students that attend the school to which the SRO is assigned.
14. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall make them available to the City, the District's Director of Safety & Security, principal, or superintendent as required by law.
15. The SRO shall not act as a school disciplinarian or conduct searches or frisks on behalf of an administrator for issues only related to school discipline. However, if there is a safety risk; or the District's Director of Safety & Security or the principal believes a violation of law has occurred, and the school district intends to pursue the matter criminally; then the SRO shall be contacted. The SRO shall determine whether law enforcement action is appropriate. If the District's Director of Safety & Security disagrees, then the SRO's supervisor at the City shall be consulted.
16. The SRO is not to be used for regularly assigned lunchroom duties, hall monitor, bus monitor, in school suspension monitor, or any other

regularly assigned duties that are filled by a School or District employee. If there is a problem in one of these areas, the SRO should be actively involved and help the school solve the problem. These solutions will vary, but may include the presence of the SRO in these areas. Even though the SRO is not to be assigned regular duties of another School or District member in these high traffic areas, the SRO should make a consistent and regular practice to be visible in these areas. The SRO's presence will provide great opportunities to make positive contacts with students and to help deter negative issues from occurring.

17. The SRO or City should ensure the respective principal and the District's Director of Safety & Security are notified when the SRO is sick or injured prior to the start of the school day.

F. Access to Education Records

1. School officials shall allow the SRO to inspect any public records maintained by the School District to the extent allowed by state and federal law. However, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Board of Education Policy and Regulations.
2. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.
3. A full explanation as to the need of the information to handle the emergency and the extent to which time is of the essence shall be articulated in the SRO's official policy report.
4. If confidential student record information is needed, but no emergency exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or with consent of the student's parent or guardian as required by Board Policy or as otherwise allowed by state and federal law.
5. The City, the Police Department and the SRO will comply with the Family Educational Rights and Privacy Act, 20 U.S.C.A. § 1232g, and will indemnify the District, to the extent permitted by law, for any damages suffered by it by reason of its failure to do so.

IV. RIGHTS, DUTIES AND RESPONSIBILITIES OF THE DISTRICT

A. District Administration shall provide to all the full-time SRO's the following materials and facilities, which are deemed necessary to the performance of the SRO duties:

1. Access to an air-conditioned and properly lighted private office, which shall contain a telephone to be used for general business purposes. This office may be shared by another SRO, but shall be for SRO use only.
2. A location for files and records, which can be properly locked and secured.
3. A desk with drawers, a desk chair, additional guest chair(s), filing cabinet office supplies.
4. Access to a computer and/ or secretarial assistance.

V. FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

A. The District agrees to pay \$51,665.00 (\$51,665.00) to the City of Gladstone, Missouri as its share of the Officer's salary in the School Resource Officer Program for the term of the agreement, as described herein.

VI. TERM OF THE SCHOOL RESOURCE OFFICER PROGRAM

This program is effective for the twelve-month period beginning on July 1<sup>st</sup>, 2022, for the academic school year, and shall remain in effect until either June 30, 2023, or until a party provides written notice to the other party indicating a request for either amendment or termination as indicated in section IX, entitled TERMINATION OF AGREEMENT.

VII. EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER

- A. The School Resource Officer shall remain an employee of the City of Gladstone, Missouri, and shall not be an employee of the District.
- B. The District and the City acknowledge that the School Resource Officer shall remain responsible to the chain of command of the Department. However, the School Resource Officer shall coordinate efforts and activities with the District's Director of Safety & Security and respective school principal.

VIII. DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall discuss the matter with School District's Director of Safety & Security. The School District's Director of Safety & Security will try and resolve any issues. However, if the principal and the School District's Director of Safety & Security agree that the respective SRO should be removed from the program then the School District's Director of Safety & Security shall then give this written recommendation to the Executive Director for Support Services and Student Activity.

- B. The Executive Director for Support Services and Student Activity will exhaust all avenues in an attempt to resolve the situation. If resolution cannot be gained, the recommendation to remove the SRO from the program will be forwarded to the Superintendent of the District. Within a reasonable time after receiving the recommendation to remove the SRO from the program, the Superintendent or his/her designee shall advise the City of the request.
- C. If the City so desires, the Superintendent and the City Manager or his/her designees, shall meet with the SRO to mediate or resolve any problems, which may exist. At such a meeting, specific members of the respective school, along with the School District's Director of Safety & Security and Executive Director for Student Activities and Support Services may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event the City does not seek mediation, then the SRO shall be removed from the program and the school. The City shall then provide a replacement SRO.
- D. The City may dismiss or reassign an SRO based upon City Rules, Regulations and/or General Orders and when it is in the best interest of the people of the City of Gladstone, Missouri, and the District.
- E. In the event of the resignation, dismissal, reassignment or long-term absence of an SRO, the City shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving notice of such resignation, dismissal, reassignment or long-term absence.

#### IX. TERMINATION OF AGREEMENT

- A. This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement.
- B. Either party upon one hundred eighty (180) days written notice may terminate this Agreement without cause.
- C. Termination of this Agreement may only be accomplished as provided herein.
- D. In the event this Agreement is terminated, compensation will be made to the Department for all services performed to the date of the termination and the School District shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of the termination of the Agreement.



X. EVALUATION OF PROGRAM

- A. It is mutually agreed that the City and the District shall annually evaluate the School Resource Officer Program and implement recommendations and changes as needed and agreed upon.

XI. NOTICES

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

Daniel Clemens, Superintendent  
North Kansas City School District  
2000 NE 46<sup>th</sup> Street  
Kansas City, Missouri 64116

---

Scott Wingerson  
City Manager  
7010 North Holmes  
Gladstone, Missouri 64118

XII. GOOD FAITH

- A. The District, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement.
- B. Unforeseen difficulties or questions will be resolved by negotiation between the District Superintendent and the City Manager, or their designees.

XIII. MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

XIV. NON-ASSIGNMENT

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District and the City is obtained.

XV. MERGER

This agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

XVI. INSURANCE

It is understood that both the City and the School District are governmental bodies and maintain appropriate insurance coverage.

**XVII. LEGAL CONTINGENCIES**

It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. Without waiving any governmental immunity, sovereign immunity, or official immunity, each party agrees to be responsible and assumes liability for its own actions and omissions and those of its Officers, teachers, staff or any other agent for any incident arising out of or in connection with this agreement, to the fullest extent required by the law and agrees to save, indemnify, defend and hold the other party harmless from such liability for its own actions.

**XVIII. NO WAIVER OF IMMUNITY**

Nothing in this Agreement waives any governmental immunity including sovereign immunity or official immunity available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duty-authorized officers.

**NORTH KANSAS CITY SCHOOLS, DISTRICT #74**

\_\_\_\_\_  
Dr. Terrence Ward, School Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**CITY OF GLADSTONE, MISSOURI**

\_\_\_\_\_  
Scott Wingerson, City Manager

\_\_\_\_\_  
Date



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

RES ☐ # City Clerk Only

BILL ☒ # 22-17

ORD # 4.594

Date: 5/12/2022

Department: General Administration

Meeting Date Requested: 5/23/2022

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

**Subject:** An Ordinance directing the City Manager to execute a cooperative Agreement with the North Kansas City School District for providing a school resource officer at Antioch Middle School.

**Background:** The North Kansas City School District and the City of Gladstone currently have an agreement in place that provides for a uniformed school resource officer at Antioch Middle School during the school year. The proposed Ordinance simply updates and renews the agreement terms and accounts for the expected wage and benefit increases for FY 23

**Budget Discussion:** Funds are budgeted in the amount of \$51,665 from the General Fund. Ongoing costs are estimated to be \$ 51,665 annually. Previous years' funding was \$45,000

**Public/Board/Staff Input:** Staff recommends approval of the Ordinance that amends the agreement

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

Bob Baer  
Department Director/Administrator

JM  
City Attorney

SW  
City Manager

**AN ORDINANCE AMENDING TITLE IX OF THE CITY OF GLADSTONE, MISSOURI, CODE OF ORDINANCES BY REPEALING CERTAIN PROVISIONS CONTAINED THEREIN AND ENACTING IN LIEU THEREOF, NEW PROVISIONS DESIGNATED AS TITLE IX BUILDING AND CONSTRUCTION ORDINANCE RELATING TO THE DETACHED ACCESSORY STRUCTURE REGULATIONS FOR THE CITY OF GLADSTONE, MISSOURI.**

**LEGISLATIVE FINDINGS:**

1. The City has conducted a comprehensive review of Chapter 2300 in Title IX of the Code of Ordinances relating to the Detached Accessory Structure Regulations; and
2. Regulations concerning detached accessory structures within the City have been reviewed by the City for incorporation by reference and such adoption is deemed advisable by the City Council for the health, safety and welfare of the residents of the City; and
3. The City Council of the City of Gladstone, Missouri finds that it is in the best interest of the citizens of the City of Gladstone, Missouri to enact the provisions of the Building and Construction Ordinance set forth herein.

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

Section 1. That the following Chapter of the Code of Ordinances of the City of Gladstone, Missouri, regarding detached accessory structures, is hereby repealed.

Chapter 2300 Detached Accessory Structure Regulations

Section 2. That the following Chapter of the Code of Ordinances of the City of Gladstone, Missouri, is amended to read as set for in Exhibit A, attached hereto and incorporated as part of this Ordinance by reference as if fully set forth herein.

Chapter 2300 Detached Accessory Structure Regulations

Section 3. That the provisions of the Code of Ordinances of the City of Gladstone, Missouri repealed herein shall not be construed to revive any former Ordinances, clause or provisions of the Gladstone Code of Ordinances.

Section 4. That the provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 5. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

**INTRODUCED, PASSED, SIGNED AND MADE EFFECTIVE BY THE CITY COUNCIL  
OF THE CITY OF GLADSTONE, MISSOURI THIS 23<sup>RD</sup> DAY OF MAY, 2022.**

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

Attest:

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

First Reading: May 23, 2022

Second Reading: May 23, 2022

**EXHIBIT A**  
**CHAPTER 2300**

**CHAPTER 2300**  
**DETACHED ACCESSORY STRUCTURE REGULATIONS**

**DIVISION 1**  
**SCOPE AND ADMINISTRATION**

**PART 1 – SCOPE AND APPLICATION**

**SECTION 9.2300.101**  
**GENERAL**

**9.2300.101.1 Title.**

These regulations shall be known and cited as the Detached Accessory Structure Regulations of the City of Gladstone, Clay County, Missouri hereinafter referred to as “this chapter”.

**9.2300.101.2 Scope.**

The provisions of this chapter are to provide general and specific requirements related to the construction, installation, re-installation, alteration, replacement, repair, location, maintenance, and removal of detached accessory structures.

**9.2300.101.3 Intent.**

The purpose of this chapter is to provide minimum requirements to safeguard life, health, property, and public welfare, by regulating and controlling the construction and location of detached accessory structures to provide aesthetically compatible and pleasing urban environment, and solidify the City of Gladstone’s position as a livable suburban community.

**SECTION 9.2300.102**  
**APPLICABILITY**

**9.2300.102.1 General.**

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this chapter specify requirements, the most restrictive shall govern.

**9.2300.102.2 Other laws.**

The provisions of this chapter shall not be deemed to nullify any provisions of local, state, or federal law.

**9.2300.102.3 Application of references.**

References to division or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such division, section or provision of this chapter.

#### **9.2300.102.4 Partial invalidity.**

In the event that any part or provision of this chapter is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

### **PART 2 – ADMINISTRATION AND ENFORCEMENT**

#### **SECTION 9.2300.103 DUTIES AND POWERS OF BUILDING OFFICIAL**

##### **9.2300.103.1 General.**

The *building official* is hereby authorized and directed to enforce the provisions of this chapter. The *building official* shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this chapter.

##### **9.2300.103.2 Applications and permits.**

The *building official* shall receive applications, review construction documents and issue *permits* for the placement and use of detached accessory structures, inspect the *premises* for which such *permits* have been issued and enforce compliance with the provisions of this chapter.

##### **9.2300.103.3 Notices and orders.**

The *building official* shall issue all necessary notices or order to ensure compliance with this chapter.

##### **9.2300.103.4 Inspections.**

The *building official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a reasonable officer of such *approved* agency or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

##### **9.2300.103.5 Identification.**

The *building official* shall carry proper identification when inspecting *premises* in the performance of duties under this chapter.

##### **9.2300.103.6 Right of entry.**

Where it is necessary to make an inspection to enforce the provisions of this chapter, or whenever the *building official* has reasonable cause to believe that there exists upon a *premises* or private property a condition in violation of this chapter, the *building official* is authorized to enter the *premises* at reasonable times to inspect or perform the duties imposed by this chapter, provided that if such *premises* is occupied the *building official* shall present credentials to the *premises* or private property owner and request entry. If



such *premises* or private property is unoccupied, the *building official* shall first make a reasonable effort to locate the *owner*; owner's authorized agent, or other person having charge or control of the *premises* or private property and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

#### **9.2300.103.7 Department records.**

The *building official* shall keep official records of all business and activities of the department specified in the provisions of this chapter. Such records shall be retained in the official records for the period required for retention of public records.

### **SECTION 9.2300.104**

#### **PERMITS**

#### **9.2300.104.1 Required.**

Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a detached accessory structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this chapter, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

#### **9.2300.104.2 Work exempt from permit.**

Exemption from *permit* requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of this jurisdiction. *Permits* shall not be required for the following:

##### **9.2300.104.2.1 Emergency repairs.**

Where equipment replacements and *repairs* must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

##### **9.2300.104.2.2 Repairs.**

Application or notice to the *building official* is not required for ordinary *repairs* to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such *repairs* shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting

of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

#### **9.2300.104.3 Application for permit.**

To obtain a *permit*, the applicant shall first file an application in writing on a form furnished by the Department for that purpose. Such application shall:

1. Describe the land on which the proposed event shall be located by legal description, street address, or similar description that will readily identify and definitely locate the proposed location.
2. Company's name, address, phone numbers and other pertinent information as deemed necessary.
3. Property owner's name, address, phone numbers, and other pertinent information as deemed necessary.
4. Date of delivery.
5. Be accompanied by construction documents and other information as required by Section 9.2300.105.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Be signed by the *owner* or *owner's* representative.
8. Give such other data and information as required by the *building official*.

##### **9.2300.104.3.1 Action on application.**

The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application does not conform to the requirements or pertinent laws, the *building official* shall reject such application. If the *building official* is satisfied that the application conforms to the requirements of this chapter, codes, laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefore as soon as practicable.

##### **9.2300.104.3.2 Time limitation of application.**

An application for a *permit* for any proposed work shall be deemed to have been abandoned 180 days after the date of filing unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

#### **9.2300.104.4 Validity of permit.**

The issuance or granting of a *permit* shall not be construed to be a *permit* for, or approval of, any violation of any of the provisions of this chapter or of any other ordinances of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this chapter or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on information given shall not prevent the *building official* from requiring the corrections of errors in the information given. The *building official* is also authorized to prevent use of *detached accessory structure*, in violation of this chapter or any other ordinances of this jurisdiction.

#### **9.2300.104.5 Expiration.**

Every *permit* issued shall become invalid 180 days from the date of issuance. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

#### **9.2300.104.6 Suspension or revocation.**

The *building official* is authorized to suspend or revoke a *permit* issued under the provisions of this chapter wherever the *permit* is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation, or any other provisions of this chapter.

#### **9.2300.104.7 Placement of permit.**

The building *permit* or a copy shall be kept on the site of the work until the completion of the project.

#### **9.2300.104.8 Responsibility.**

It shall be the duty of every person who performs work for the installation or repair of building, structure, electrical, gas, mechanical or plumbing systems, for which this chapter is applicable, to comply with this chapter.

#### **9.2300.104.9 Preliminary inspection.**

Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

### **SECTION 9.2300.105 CONSTRUCTION DOCUMENTS**

#### **9.2300.105.1 Submittal documents.**

Submittal documents consisting of *construction documents*, and other data shall be submitted in two or more sets with each application for a *permit*. The *construction documents* shall be prepared by a *registered design professional* where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

**Exception:** The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that reviewing of *construction documents* is not necessary to obtain compliance with this chapter.

##### **9.2300.105.1.1 Information on construction documents.**

*Construction documents* shall be drawn upon suitable material. Electronic media documents are permitted to be submitted where approved by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of

this chapter and relevant laws, ordinances, rules and regulations, as determined by the *building official*.

**9.2300.105.1.2 Manufacturer's installation instructions.**

Manufacturer's installation instructions, as required by this chapter, shall be available on the job site at the time of inspection.

**9.2300.105.1.3 Information on braced wall design.**

For buildings and structures utilizing braced wall design, and where required by the *building official*, braced wall lines shall be identified on the construction documents. Pertinent information including, but not limited to, bracing methods, location and length of braced wall panels and foundation requirements of braced wall panels at top and bottom shall be provided.

**9.2300.105.1.4 Information for construction in flood hazard areas.**

For buildings and structures located in whole or in part in flood hazard areas as established by Table R301.2(1), of the International Residential Code as adopted by the jurisdiction, construction documents shall include:

1. Delineation of flood hazard areas, floodway boundaries and flood zones and the design flood elevation, as appropriate.
2. The elevation of the proposed lowest floor, including basement; in areas of shallow flooding (AO Zones), the height of the proposed lowest floor, including basement, above the highest adjacent grade.
3. The elevation of the bottom of the lowest horizontal structural member in coastal high -hazard areas (V Zone) and in Coastal A Zones where such zones are delineated on flood hazard maps identified in Table R301.2(1), of the International Residential Code as adopted by the jurisdiction, or otherwise delineated by the jurisdiction.
4. If design flood elevations are not included on the community's Flood Insurance Rate Map (FIRM), the building official and the applicant shall obtain and reasonably utilize any design flood elevation and floodway data available from other sources.

**9.2300.105.2 Site plan or plot plan.**

The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing the size and location of new construction and existing structures on the site and distances from lot lines. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

### **9.2300.105.3 Examination of documents.**

The *building official* shall examine or cause to be examined *construction documents* for code compliance.

#### **9.2300.105.3.1 Approval of construction documents.**

Where the *building official* issues a *permit*, the *construction documents* shall be approved in writing or by a stamp that states “REVIEWED FOR CODE COMPLIANCE.” One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

#### **9.2300.105.3.2 Previous approvals.**

This chapter shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this chapter and has not been abandoned.

#### **9.2300.105.3.3 Phased approval.**

The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this chapter. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a permit for the entire structure will be granted.

### **9.2300.105.4 Amended construction documents.**

Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

### **9.2300.105.5 Retention of construction documents.**

One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

## **SECTION 9.2300.106**

### **FEES**

#### **9.2300.106.1 Payment of fees.**

A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fees, if any, have been paid.



#### **9.2300.106.2 Permit fee.**

*Permit* fees shall be in accordance with the adopted schedule of fees and charges; and shall be paid at time permit is issued. *Detached accessory structures* constructed/places prior to obtaining a *permit* shall be assessed a penalty fee equal to the permit fee in addition to the require permit fee.

#### **9.2300.106.3 Related fees.**

The payment of the fee for the *permit* shall not relieve the applicant or permit holder from the payment of other fees that are prescribed by law.

### **SECTION 9.2300.107**

#### **INSPECTIONS**

#### **9.2300.107.1 Types of inspections.**

For on-site construction, from time to time the *building official*, upon notification from the permit holder or his agent, shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or shall notify the permit holder or his or her agent wherein the same fails to comply with this chapter.

##### **9.2300.107.1.1 Foundation inspection.**

Inspection of the foundation shall be made after poles or piers are set or trenches or basement areas are excavated and any required forms erected and any required reinforcing steel is in place and supported prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations.

##### **9.2300.107.1.2 Plumbing, mechanical, gas and electrical systems inspection.**

Rough inspection of plumbing, mechanical, gas and electrical systems shall be made prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection.

##### **9.2300.107.1.3 Floodplain inspections.**

For construction in flood hazard areas as established by Table R301.2(1), of the International Residential Code as adopted by the jurisdiction, upon placement of the lowest floor, including basement, and prior to further vertical construction, the *building official* shall require submission of documentation, prepared and sealed by a registered design professional, of the elevation of the lowest floor, including basement, required in Section R322, of the International Residential Code as adopted by the jurisdiction.

##### **9.2300.107.1.4 Frame and masonry inspection.**

Inspection of framing and masonry construction shall be made after the roof, masonry, framing, firestopping, draftstopping and bracing are in place and after the plumbing, mechanical and electrical rough inspections are approved.

**9.2300.107.1.5 Other inspections.**

In addition to inspections in Sections 9.2300.107.1.1 through 9.2300.107.1.4, the *building official* shall have the authority to make or require any other inspections to ascertain compliance with this chapter and other laws enforced by the *building official*.

**9.2300.107.1.5.1 Fire-resistance-rated construction inspection.**

Where fire-resistance-rated construction is required between dwelling units or due to location on property, the *building official* shall require an inspection of such construction after lathing or gypsum board or gypsum panel products are in place, but before any plaster is applied, or before board or panel joints and fasteners are taped and finished.

**9.2300.107.1.6 Final inspection.**

Final inspection shall be made after the permitted work is complete and prior to occupancy.

**9.2300.107.1.6.1 Elevation documentation.**

If located in a flood hazard area, the documentation of elevations required in Section R322.1.10 of the International Residential Code as adopted by the jurisdiction, shall be submitted to the *building official* prior to the final inspection.

**9.2300.107.2 Inspection agencies.**

The *building official* is authorized to accept reports of *approved* agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

**9.2300.107.3 Inspection requests.**

It shall be the duty of the permit holder or their agent to notify the *building official* that such work is ready for inspection. It shall be the duty of the person requesting any inspections required by this chapter to provide access to and means for inspection of such work.

**9.2300.107.4 Approval required.**

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this chapter. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

**SECTION 9.2300.108**  
**APPEALS**

**9.2300.108.1 General.**

In order to hear and decide appeals or orders, decisions, or determinations made by the *building official* relative to the application and interpretation of this chapter; the Uniform Code Board of Appeals is hereby authorized to conduct said appeals.

**9.2300.108.2 Application for appeal.**

*Persons* directly affected by a decision of the *building official* or a notice issued under this chapter shall have the right to appeal to the Uniform Code Board of Appeals, provided that a written application is filed on a form furnished by the Community Development Department for that purpose. The application for appeal shall be submitted to the *building official* within ten (10) days of orders, decisions, or determination therefore made by the *building official*.

**9.2300.108.3 Authority on appeals.**

See Title I, Chapter 110, Article 4 of the City of Gladstone's Code of Ordinances.

**9.2300.108.4 Variance for hardship.**

In order to hear and decide appeals or orders, decisions, or determinations made by the *building official* relative to the application and interpretation of this chapter; the Board of Zoning Adjustments is hereby authorized to conduct said appeals.

**9.2300.108.5 Application for hardship variance.**

Persons directly affected by a decision of the *building official* or a notice issued under this chapter shall have the right to appeal to the Board of Zoning Adjustments, provided that a written application is filed on a form furnished by the Community Development Department for that purpose. The application for appeal shall be submitted to the *building official* within ten (10) days of orders, decisions, or determinations therefore made by the *building official*.

**9.2300.108.6 Authority on hardship variance.**

See Title VII, Chapter 190 of the City of Gladstone's Code of Ordinances.

**SECTION 9.2300.109**  
**VIOLATIONS**

**9.2300.109.1 Unlawful act.**

It shall be unlawful for any *person*, firm, or corporation to be in conflict with or in violation of any of the provisions of this chapter.

**9.2300.109.2 Notice of violation.**

The *building official* shall serve a notice of violation or order in accordance with Section 9.2300.110.



### **9.2300.109.3 Prosecution of violation.**

Any *person* failing to comply with a notice of violation or order, served in accordance with Section 9.2300.110, shall be deemed guilty of a misdemeanor or civil infraction as determined by this *jurisdiction*, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *building official* shall institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful condition in violation of the provisions of this chapter or of the order or direction made pursuant thereto. Any action taken by this *jurisdiction* on such premises shall be charged against the real estate upon which the violation is located and shall be a lien upon such real estate.

### **9.2300.109.4 Violation; penalties.**

Any *person*, firm, or corporation who violates a provision of this chapter or fails to comply with any order made thereunder, and from which no appeal has been taken, or who shall fail to comply with such order affirmed or modified by the Uniform Code Board of Appeals, or by a court of competent jurisdiction, within the time fixed herein, shall severally, for each such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in Section 1.100.140 of the City of Gladstone, Clay County, Missouri's Code of Ordinances. The imposition of one (1) penalty for any violation shall not excuse the violation, or permit it to continue; and all such person, firm, or corporation shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each day that a prohibited condition is maintained shall constitute a separate offense.

## **SECTION 9.2300.110 Notices and Orders**

### **9.2300.110.1 Notice to person responsible.**

Whenever the *building official* determines that there has been a violation of this chapter or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 9.2300.110.2 and 9.2300.110.3 to the *owner*, owner's authorized agent and/or *person(s)* responsible for the violation as specified in this chapter.

### **9.2300.110.2 Form.**

Such notice prescribed in Section 9.2300.110.1 shall be in accordance with the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *premises* or private property into compliance with the provisions of this chapter.
5. Inform the property *owner* or owner's authorized agent of the right to appeal.

6. Include a statement of the right to file a lien in accordance with Section 9.2300.109.3.

**9.2300.110.3 Method of service.**

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. Posted in a conspicuous place in or about the *premises* affected by such notice.

**9.2300.110.4 Unauthorized tampering.**

Signs, tags, or seals posted or affixed by the *building official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *building official*.

**9.2300.110.5 Penalties.**

Penalties for noncompliance with orders and notices shall be as set forth in Section 9.2300.109.4.

**9.2300.110.6 Transfer of ownership.**

It shall be unlawful for the *owner* of any *premises* or private property thereof, who has received a compliance order upon whom a notice of violation or order has been served, to sell, transfer, mortgage, lease or otherwise dispose of such *premises* or private property thereof to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *building official* and shall furnish to the *building official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

## **DIVISION 2 DEFINITIONS**

### **SECTION 9.2300.201 GENERAL**

#### **9.2300.201.1 Scope.**

Unless otherwise expressly stated, the following words and terms shall, for the purpose of this chapter, have the meaning shown in this division.

#### **9.2300.201.2 Interchangeability.**

Words used in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

#### **9.2300.201.3 Terms defined in other codes.**

Where terms are not defined in this chapter such terms shall have the meanings ascribed in publications of the International Code Council.

**9.2300.201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

### **SECTION 9.2300.202 GENERAL DEFINITIONS**

**ACCESSORY STRUCTURE.** A structure, that is accessory to and incidental to that of the dwelling(s) and that is located on the same *lot*.

**ACCESSORY USE.** A use subordinate to and incidental to the primary use of the main building or to the primary use of the premises.

**ADDITION.** An extension or increase in floor area, number of stories or height of a building or *structure*.

**APPROVED.** Acceptable to the *building official*.

**BUILDING.** Any structure utilized or intended for supporting or sheltering any occupancy.

**BUILDING LINE.** The line established by law, beyond which a building shall not extend, except as specifically provided by law.

**BUILDING OFFICIAL.** The officer or other designated authority charged with the administration and enforcement of this chapter, or a duly authorized representative.

**CONSTRUCTION DOCUMENTS.** Written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building *permit*.

**COSMETIC REPAIRS.** The renewal of any part of the exterior of an existing *accessory structure* for the purpose of its maintenance.

**DETACHED ACCESSORY STRUCTURE.** Any *accessory structure* of any size detached from the primary structure.

**EASEMENT.** That portion of land or property reserved for present or future use by a *person* or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on, or above said *lot* or *lots*.

**EXISTING BUILDING.** A building erected prior to the date of adoption of the appropriate code, or one for which a legal building *permit* has been issued.

**EXTERIOR PROPERTY.** The open space on the *premises* and on adjoining property under the control of *owners* or operators of such *premises*.

**FLOODPLAIN.** Any land area susceptible to being inundated by water from any source.

**FLOODWAY.** The channel of a river, creek, or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**IMMINENT DANGER.** A condition, that could cause serious or life-threatening injury or death at any time.

**LIGHT-FRAMED CONSTRUCTION.** Construction whose vertical and horizontal structural elements that are primarily formed by a system of repetitive wood or cold-formed steel framing members.

**JURISDICTION.** The governmental unit that has adopted this chapter.

**LOT.** A portion or parcel of land considered as a unit.

**LOT LINE.** A line dividing one *lot* from another, or from a street or any public place.

**OCCUPIED SPACE.** The total area of all buildings or *structures* on any *lot* or parcel of ground projected on a horizontal plane, excluding permitted projections as allowed by the International Building Code or International Residential Code as adopted by the *jurisdiction*.

**OWNER.** Any *person*, agent, firm or corporation having legal or equitable interest in the property.

**PERMIT.** An official document or certificate issued by the *building official* that authorizes performance of a specified activity.

**PERSON.** An individual, heirs, executors, administrators or assigns, and a firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

**PREMISES.** A *lot*, plot, or parcel of land, *easement* or *public way*, including any *structures* thereon.

**PUBLIC WAY.** Any street, alley or other parcel of land open to the outside air leading to a public street, which has been deeded, dedicated or otherwise permanently appropriated to the public for public use and that has a clear width and height of not less than ten (10) feet.

**REGISTERED DESIGN PROFESSIONAL.** An individual who is registered or licensed to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the state or *jurisdiction* in which the project is to be constructed.

**REPAIR.** The reconstruction, replacement or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

**STRUCTURE.** That which is built or constructed.

**YARD.** An open space, on the same lot with a *structure*.

**DIVISION 3**  
**RESIDENTIAL DETACHED ACCESSORY STRUCTURES**

**SECTION 9.2300.301**  
**GENERAL**

**9.2300.301.1 Scope.**

The provisions of this division govern residential zoned districts R-1, R-2, RP-1 and RP-2.

**9.2300.301.2 Use.**

Residential detached accessory structures are to be used exclusively by the owners or occupants of the house or main building. Residential detached accessory structures are not permitted to be used as sleeping quarters. Also, can't be used to store commercial vehicles.

**9.2300.301.3 Residential detached accessory structures.**

The following are considered residential detached accessory structures:

1. Garages,
2. Sheds,
3. Storage Buildings,
4. Pergolas,
5. Garden structures,
6. Greenhouses,
7. Private studios,
8. Boathouses,
9. Pool house,
10. Cabanas, and
11. Other similar residential buildings or structures.

**SECTION 9.2300.302**  
**REQUIREMENTS**

**9.2300.302.1 Appearance.**

Residential detached accessory structures shall be constructed of quality materials to provide for a sturdy and durable structure. Residential detached accessory structures larger than two-hundred (200) square feet in must be compatible in design and character with the primary residential structure.

**9.2300.302.2 Number of.**

No more than two (2) residential detached accessory structure are allowed per lot, tract or parcel. Only one (1) detached garage or covered carport is allowed per lot, tract or parcel.

### 9.2300.302.3 Footing/foundation.

Residential detached accessory structures greater than two-hundred (200) square feet shall have an approved footing/foundation.

### 9.2300.302.3 Area.

Detached accessory structures shall not exceed the following area limitations.

1. Not more than thirty (30) percent of a lot, tract or parcel shall be covered with the primary structure including appurtenance and *detached accessory structures*.
2. A maximum of 250 square feet of detached accessory structure is permitted for each 3,000 square feet of lot area.
3. All detached accessory structures shall not exceed fifty (50) percent of the dwelling square footage; excluding the basement.
4. The maximum area of all detached accessory structures cannot exceed 1,200 square feet.

### 9.2300.302.5 Height.

Residential detached accessory structures shall be no taller than twenty-five (25) feet measure from the floor, which incorporates the primary front door; but in no case shall exceed the height of the primary structure.

### 9.2300.302.5 Setbacks.

Setbacks for Residential Detached Accessory Structures*					
Front Yard	Street Side Yard	Interior Side Yard	Rear Yard	Primary Structure	Adjacent Primary Structure
35' but in no case be located forward of the primary structure	25'	9'	9'	10'	20'

**\*Note:** Residential detached accessory structures shall not be located within an easement; nor established prior to the primary structure.





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

RES ☐ # City Clerk Only

BILL ☒ # 22-18      ORD # 4.595

Date: 5/10/22

Department: Community Development

Meeting Date Requested: 5/23/22

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

Subject: Repeal and Adoption of Chapter 2300 Detached Accessory Structures

Background: The Code Board of Appeals and the Board of Zoning Adjustments asked staff to look into Chapter 2300 Detached Accessory Structure Regulations looking into allowing for more than one (1) detached accessory structure and revise some potential ambiguity in the requirements.

Staff reviewed the current regulations and felt that it was better served to rewrite the entire Chapter, particularly Division 3. Divisions 1 and 2 did not really change, as these are the administrative and definition portions of the regulations. Division 3 was completely rewritten to address the Code Board of Appeals and Board of Zoning Adjustment request to allow for more than one (1) detached accessory structure.

In the current regulations Division 3 Requirements, Section 9.2300.301 Detached Accessory Structures, is broken into three (3) sections: General, Garages, and Accessory Structures. This section is somewhat ambiguous as a detached garage is also an accessory structure, which in this division, accessory structure was never really quantified.

In the new regulations Division 3 Residential Detached Accessory Structures is broken into two (2) Sections General and Requirements; each of which have subsections. The first section, General, breaks down Scope, Use, and Residential detached accessory structures. The second section, Requirements, breaks down the Appearance, Number of, Footing/foundation, Area, Height, and Setbacks. This sections address all Residential Detached Accessory Structures equally. The setbacks in the new regulations are the same as the current regulations.

The revised Regulations where presented to the Code Board of Appeals, 5-0 in favor; Board of Zoning Adjustment, 5-0 in favor; and Neighborhood Commission, 7-0 in favor.

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

Public/Board/Staff Input:

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

Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

JM  
City Attorney

SW  
City Manager



**AN ORDINANCE AUTHORIZING THE CITY OF GLADSTONE, MISSOURI, TO ENTER INTO AN ASSESSMENT CONTRACT AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

**WHEREAS**, the City of Gladstone, Missouri (the "City") is a third-class city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

**WHEREAS**, the City did previously issue its industrial development revenue bonds under the Act (the "Bonds") in order for Parkside Investors, LLC, a Missouri limited liability company (together with any successors or assigns, the "Company"), to construct and improve certain real property (collectively, the "Project"); and

**WHEREAS**, at the request of the Company, the City desires to enter into an Assessment Contract (the "Contract") as provided herein;

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

**Section 1. Public Purpose.** The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the execution of the Contract will be in furtherance of the public purposes set forth in the Act and the completion of the Project.

**Section 2. Approval and Authorization of Contract.** The Contract is hereby approved in substantially the form presented to the Council at this meeting (a copy of which document shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the Contract with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

**Section 3. Execution of Documents.** The Mayor or the City Manager of the City is hereby authorized and directed to execute the Contract and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this

Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Contract and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 4. Further Authority.** The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Contract.

**Section 5. Severability.** The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 6. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7. Effective Date.** This Ordinance shall be approved and shall take effect and be in full force from and after its passage by the City Council and this Ordinance is signed by the Mayor.

[Signature Page Follows]

**INTRODUCED, PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF  
THE CITY OF GLADSTONE, MISSOURI, THIS 23rd DAY OF MAY, 2022.**

---

Bill Garnos, Mayor

(SEAL)

ATTEST:

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Kris Keller, City Clerk

First Reading: May 23, 2022

Second Reading May 23, 2022



May 18, 2022

Scott Wingerson  
City Manager  
7010 North Holmes Street  
Gladstone, Missouri 64118

RE: May 23, 2022, City Council Meeting Agenda

Dear Mr. Wingerson,

First and foremost, I want to express our sincerest gratitude and excitement for the Parkside Apartment Project and partnership with the City of Gladstone. We are pleased to be moving forward with both phases of the project to offer more quality housing for the City of Gladstone.

We have been working diligently to deliver a project that has a meaningful impact for the community, future generations, and minimal impact on our climate, further advancing the City of Gladstone. As such, we have partnered with a financing group to obtain a ShowMe Property Assessed Clean Energy (PACE) loan. This type of financing provides funds to build this project to meet energy star certification as well as seeking a NGBS Green Bronze certification. This community will not only be a great place to live but will also give back to the residents and environment for years to come.

This brings me to the point of my letter and our urgency in obtaining City Council approval on May 23, 2022. We have reached a critical point with rising inflation, interest rates, construction costs, and timelines all of which have been out of our control. If we are unable to have this matter before the City Council on Monday, May 23, 2022, and close on or before May 31, 2022, we will lose our locked-in interest rate on this loan, resulting in the project's ability to provide the high end finishes and thoughtful amenities we desire. As such, we respectfully request that this matter be placed on the City Council's agenda for Monday, May 23, 2022.

Working with you and the City staff has been one of the highlights of my career and with the approval of this matter, we look forward to continue working with the City in the fulfillment of this great project. Please feel free to reach out to me with any questions.

Sincerely,

Joseph Christensen

Digitally signed by Joseph Christensen  
DN: cn=US, email=jc@cardinalcrestllc.com,  
o=Cardinal Crest Commercial, cn=Joseph  
Christensen  
Reason: I am approving this document  
Date: 2022.05.19 10:15:30-0500

Joe Christensen  
CARDINAL CREST

**DRAFT**

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## ASSESSMENT CONTRACT

THIS ASSESSMENT CONTRACT (this "Contract"), is made and entered into this [31st] day of [May], 2022 (the "Effective Date") by and among Show Me PACE (SMP), a clean energy development board and political subdivision of the State of Missouri ("SMP"), [SPH Gladstone, LLC], a Georgia limited liability company ("Lender"), ~~Parkside Investors, LLC, a Missouri limited liability company~~ (the "Borrower") and the [City of Gladstone, Missouri], a third class city and political subdivision duly organized and existing under the laws of the State of Missouri ("Property Owner"), and is made a part of that certain FINANCING AGREEMENT dated as of the same date made by and between Lender and ~~Property Owner~~Borrower? If its Property Owner we need to see this, such Financing Agreement hereafter referred to as the "Loan Agreement."

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### WITNESSETH:

WHEREAS, Property Owner is the owner of certain real property located at [7506 and 7508 North Oak Trafficway] ~~please confirm address~~ in the City of Gladstone, Missouri (the "Municipality") the further described on Exhibit A (the "Property"), attached hereto;

WHEREAS, Property Owner and ~~the Borrower [Parkside Investors, LLC, a Missouri limited liability company]~~ (the "Borrower"), are parties to that certain Lease Agreement dated December 1, 2021 (the "Lease Agreement"), pursuant to which Property Owner leases the Property to Borrower and Borrower is the operator of the Property;

WHEREAS, pursuant to Section 6.2(a) of the Lease Agreement, Borrower is responsible for the payment of all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Property, including without limitation the PACE Special Assessments and the Annual Installments (both as defined herein);

WHEREAS, pursuant to Article 11 of the Lease Agreement, Borrower has the right to purchase the Property from Property Owner subject to satisfaction of the conditions set forth in the Lease Agreement;

WHEREAS, Municipality has adopted Ordinance Number: [ ] (the "Ordinance"), an ordinance to enable the Municipality to join SMP pursuant to the "Property Assessed Clean Energy Act," Sections §67.2800 to §67.2835, inclusive, RSMo. (the "Act");

WHEREAS, Property Owner or Borrower has obtained the written consent of all persons or entities that currently hold mortgage liens on the Property, if any, to the Loan and this Contract, both as herein defined;

WHEREAS, ~~Property Owner intends to cause~~ Borrower, pursuant to the Lease Agreement, ~~to will~~ make energy efficiency or renewable energy improvements (as such terms are used in Section 67.2800.2 (6) & (11) of the Act) at the Property, as described on Exhibit B attached hereto (the "Project");

WHEREAS, Lender has agreed to make a loan to Borrower in the amount of \$[12,265,955.83] (the "Loan") to be used towards the implementation of the Project;

WHEREAS, Show Me PACE has agreed to levy special assessments, collect or cause the collection of the special assessments, record such special assessments as a lien on the Property and remit payments on such special assessments to Lender to be applied to pay down the Loan, all as more particularly set forth herein;

WHEREAS, SMP is authorized to enter into this Contract pursuant to the Act and Resolution No. 2015-5, adopted by the Board of Directors of the SMP on July 15, 2015, and Resolution No. 2015-8, adopted by the Board of Directors of SMP on August 4, 2015.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between Lender, Borrower and SMP, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, LENDER, PROPERTY OWNER and SMP agree as follows:

Defined Terms. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

"Annual Installment" means the portion of the Loan Amount that is due in a particular year as more fully described in Sections 2 and 5 hereof.

"Collection Agreement" means the Collection Agreement dated as of [May 31], 2022, between the SMP and the County Collector, wherein the SMP agrees to collect or cause the collection of the PACE Special Assessments on behalf of the County Collector.

"County Collector" means the office of the Clay County, Missouri, Collector.

"County Recorder" means the County Recorder for Clay County, Missouri.

"Foreclosure Proceeds" means the proceeds resulting from the disposition of the Property by SMP in a foreclosure.

"Lender Parties" shall have the meaning set forth in Section 13(a) hereof.

"Liabilities" shall have the meaning set forth in Section 11(a) hereof.

"Loan" shall have the meaning set forth in the Recitals above.

"Loan Amount" means the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 13 hereof and any and all other administrative fees to be paid to SMP or Lender by Property Owner in connection with the Loan.

"Loan Agreement" shall have the meaning set forth in the Preamble above.

"Note" shall have the meaning given such term in the Loan Agreement.

"PACE Special Assessments" means the aggregate amount of all Annual Installments of the Loan Amount, which Annual Installments shall be levied by SMP as municipal special assessments pursuant to Section 67.2815.5 of the Act.

"SMP Parties" shall have the meaning set forth in Section 11(a) hereof.

"Tax Year" means the period from January 1 through the following December 31.

#### Execution of Contract by Property Owner

The execution of this Contract by Property Owner is an accommodation due to the current ownership of the Property under the provisions of Chapter 100, RSMo. Property Owner will have no responsibility for the payment of any Annual Installment, the Loan Amount or any other amounts under this Contract, the Loan Agreement, the Note or otherwise.

and shall have no responsibility to any party hereto with respect to the enforcement of the provisions of the Lease. The provisions hereof shall be interpreted to that effect.

**Payments.** The Loan Amount shall be payable in Annual Installments. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Annual Installment are based on a Loan Amount of \$[12,265,955.83]. The Loan shall be fully amortized over the twenty (20) year term of the Loan, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. Each year during the term of this Contract, Lender shall supply SMP with the amount of the Annual Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as Exhibit D on or before [September 30] of such year. Should Lender fail to deliver a Lender Installment Certificate on or before [September 30] of any year, the Annual Installment shall be presumed to be the same as the Annual Installment for the previous year, with any surplus or shortfall to be addressed by adjusting the amount of the subsequent year's Annual Installment.

#### Consent to PACE Special Assessments

By entering into the Contract, SMP hereby agrees to enforce the PACE Special Assessments and levy and impose the Annual Installments as special assessments pursuant to the Act. Upon execution of this Contract, SMP will cause this Contract to be recorded in the office of the County Recorder against the Property.

Property Owner hereby agrees and acknowledges: (i) that Property Owner has received or will receive a special benefit by financing the Project through SMP that equals or exceeds the total amount of the PACE Special Assessments (ii) that the Property is subject to the PACE Special Assessments and consents to the levy of the Annual Installments; (iii) that Property Owner shall pay, or cause Borrower to pay pursuant to the Lease Agreement, the Annual Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; (iv) **that Annual Installments of the PACE Special Assessments are a lien on the Property as provided in the Act and the Ordinance; and (v) the PACE Special Assessments shall have the same lien priority as ad valorem real property taxes.**

**Term.** This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

#### Annual Installments

During the Term of this Contract, SMP shall collect the Annual Installments on behalf of the County Collector pursuant to the Collection Agreement. However, in the event that the County Collector collects the Annual Installments, SMP, the Borrower, the Property Owner and the Lender agree that the County Collector may charge and collect a collection fee in the amount prescribed by law in addition to the Annual Installment shown on Exhibit C.

The aggregate amount of all PACE Special Assessments shall equal the Loan Amount as shown on **Exhibit C** attached and incorporated by this reference. SMP shall diligently levy, bill and collect the special assessments pursuant to this Contract. The amount of the initial Annual Installment is set forth on **Exhibit C**. The respective amounts of each of the Annual Installment are set forth on Exhibit C.

Property Owner hereby agrees to pay, or cause Borrower agrees to pay pursuant to the Lease Agreement, the property tax bills and Annual Installments for the Property during the term of this Contract in a timely fashion so as to avoid any default or delinquency in such payment, but not later than December 31 of each year.

If Property Owner fails to pay, or cause Borrower fails to pay pursuant to the Lease Agreement, all or part of any Annual Installment when due, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the

Annual Installments shall accrue in favor of Lender as set forth in the Note, (ii) such default interest shall be added to the PACE Special Assessments and shall be included as part of the Annual Installments due thereafter unless and until all such accrued and unpaid default interest is paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of SMP as a result of ~~Property Owner's~~Borrower's failure to pay, ~~or cause Borrower to pay pursuant to the Lease Agreement,~~ real estate or other property taxes or other assessments on the Property. In addition, Annual Installments shall continue to be levied as special assessments notwithstanding ~~Property Owner's~~Borrower's failure to pay, ~~or cause Borrower to pay pursuant to the Lease Agreement,~~ all or part of any past Annual Installment, such that SMP shall continue to levy Annual Installments, including default interest to be paid to Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

~~Property Owner~~Borrower hereby acknowledges and agrees that failure to pay any Annual Installment of the PACE Special Assessments, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of Lender on the amounts due, in addition to penalties and interest that may accrue in favor of SMP. In addition, SMP shall have the right to initiate a foreclosure action on the Property as a result of any delinquent Annual Installments of the PACE Special Assessments. ~~Property Owner~~ and Borrower agrees not to seek a compromise of any delinquent Annual Installment pursuant to Section 140.120, RSMo. or any other statute.

The parties hereto further acknowledge and agree that SMP is an intended third party beneficiary of Section 6.2(a) of the Lease and may enforce the same against Borrower.

#### Loan Amount; Prepayment

Subject to the terms and conditions in the Loan Agreement, Lender agrees to disburse to Borrower the Loan Amount.

The Loan may only be prepaid as set forth in the Loan Agreement. In the event of any permitted prepayment, Lender shall certify to Property Owner, Borrower and SMP the aggregate amount due on the Loan, including principal, interest, and fees and any prepayment premium, within thirty (30) days of receipt of a written request for prepayment from Property Owner or Borrower. SMP shall certify to ~~Property Owner,~~ Borrower and Lender any and all amounts collected by SMP and not yet remitted to Lender within fifteen (15) days of receipt of a written request for prepayment by ~~Property Owner or~~ Borrower, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that SMP has received any funds from ~~Property Owner or~~ Borrower prior to ~~Property Owner's or~~ Borrower's requested date of prepayment, but has not yet remitted the same to Lender, SMP shall remit the same to Lender on or before the date of ~~Property Owner's or~~ Borrower's requested date of prepayment. No prepayment shall be effective, and no funds paid by ~~Property Owner,~~ Borrower or SMP will be applied to the Loan Amount, unless and until Lender receives the full Loan Amount from SMP, ~~Property Owner,~~ and Borrower. ~~Property Owner~~Borrower acknowledges that failure of SMP to remit any funds held by SMP on or prior to ~~Property Owner's or~~ Borrower's requested date of prepayment may result in additional interest due in connection with such prepayment.

Without the prior written consent of Lender, which consent may be given or withheld in Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by Lender. Notwithstanding the foregoing, ~~Property Owner shall not be deemed to have made a prepayment if~~ ~~Property Owner or~~ Borrower decides to pay any Annual Installment in full, as opposed to payment on an installment basis, for any given year, as applicable.

#### Collection of Annual Installments; Payments to Lender



SMP shall follow reasonable and customary practices to collect the Annual Installments once levied, including assessing penalties and charging interest.

SMP agrees to separately account for any Annual Installment payments collected or otherwise received for the Property. SMP shall remit the collected Annual Installment payments to Lender in accordance with the payment schedule set forth in this Contract, but in no event later than ten (10) days after receipt.

#### Delinquent Annual Installment

If ~~Property Owner or~~ Borrower becomes delinquent in the payment of an Annual Installment, then SMP, following reasonable and customary practices, shall begin a foreclosure proceeding on the Property at the earliest times allowed under the Missouri Revised Statutes. Such foreclosure proceeding shall be prosecuted subject to the following:

SMP shall notify Lender and Property Owner in writing at least 15 days prior to initiating a foreclosure proceeding.

SMP hereby agrees to commence and diligently prosecute to completion, or cause to be commenced and diligently prosecuted to completion, such action to foreclose on the lien of the PACE Special Assessments as soon as legally permissible under the Missouri Revised Statutes.

SMP shall provide written reports to Lender regarding the status of the foreclosure proceeding no less frequent than bi-monthly.

At the election of Lender, Lender may assume control of any litigation or foreclosure proceeding initiated by SMP pursuant to this Section. If Lender elects to assume control, SMP shall take whatever actions requested by Lender regarding proceeding with, settling or dismissing any proceedings.

After a sale of the Property in connection with any foreclosure action described hereunder, SMP shall ensure that the Foreclosure Proceeds are processed as follows:

First, net proceeds from the sale are to be determined by subtracting from the sale proceeds the following:

All costs incurred by SMP in pursuing the foreclosure action;

All costs incurred by Lender in connection with the foreclosure action;

Any administrative fees to be paid to SMP under this Contract to the extent any such fees remain due and owing;

Any payments in lieu of taxes ("PILOTS") then due and owing under the Performance Agreement dated December 1, 2021 between Property Owner and Borrower, and

All actual costs, including personnel costs associated therewith, for maintenance costs, board-up costs, clean-up costs, demolition costs and all other costs that are reasonable and necessary to sell the Property, including real estate and broker fees paid in connection with the sale or lease of the Property.

Any remaining proceeds shall be paid over to Lender up to the Loan Amount, including all interest, fees and penalties. All proceeds remaining after payment to Lender of the Loan Amount, including all interest, fees and penalties, shall be retained by SMP, in accordance with applicable law.

After a foreclosure sale of the Property in connection with any delinquent Annual Installment, if the Loan is not repaid in full from the Foreclosure Proceeds, the PACE Special Assessment lien shall remain on the Property in the amount equal to the unpaid balance of the Loan, and Annual Installments shall continue to be due and payable by the Property Owner in accordance with the payment schedule attached to this Contract.

#### Other Obligations Payable from Special Charges

SMP will not issue or incur any obligations payable from the proceeds of the PACE Special Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Special Assessments or the Annual Installments, except for administrative fees as provided in this Agreement and fees, commissions, costs and other charges payable for the marketing and sale or lease of the Property in the event SMP forecloses on the Property

SMP Representations regarding Loan and Loan Documents. SMP hereby represents and warrants to Lender and to Property Owner that (i) it is and will be duly authorized under all applicable laws to execute this Contract, (ii) this Contract is and will be the valid and legally enforceable obligation of SMP, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally, (iii) this Contract and the dollar amount and all other terms and conditions of the Loan as set forth herein, the Loan Agreement and the Note are in compliance with the provisions of the Act and the Ordinance, and (iv) SMP will provide a copy of this Contract to the local county assessor and county collector and will cause a copy of this Contract to be recorded in the real estate records maintained by the County Recorder. SMP shall at all times, to the extent permitted by law, defend, preserve and protect the PACE Special Assessments created by this Contract and all the rights of Lender hereunder against all claims and demands of all other persons whomsoever.

#### Re-Levy of Special Charge

If SMP shall have omitted to make, assess or collect any PACE Special Assessments or Annual Installments when it is required by this Contract or by the Act or Ordinance to have done so, then SMP shall either: (i) take all necessary steps to cause new PACE Special Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Special Assessments otherwise to be levied or assessed against the Property, or (ii) in its sole discretion, pay to Lender the amount of the PACE Special Assessments not collected from legally available moneys.

#### Waiver of Claims Against SMP

For and in consideration of SMP's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from the SMP and any and all officials, agents, employees, attorneys and representatives of SMP (collectively, the "SMP Parties"), and fully and irrevocably releases the SMP Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the SMP Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the Annual Installments, (iv) the imposition of the lien of the PACE Special Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Program (collectively, the "Liabilities"). This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the SMP Parties. Notwithstanding the foregoing, Property Owner's release under this section shall not extend to Liabilities arising from SMP's intentional default, gross negligence or willful misconduct.

The waivers and releases by Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

#### Waiver of Claims Against Lender

For and in consideration of Lender's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the Lender Parties. Notwithstanding the foregoing, Property Owner's release under this Section shall not extend to Liabilities arising from Lender's intentional default, gross negligence or willful misconduct.

The waivers and releases by Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

#### Waiver of Claims Against Property Owner

For and in consideration of Property Owner's execution and delivery of this Contract, SMP, the Borrower and Lender for themselves and for any successor-in-interest and for any one claiming by, through or under such entities (collectively, the "Releasing Parties"), hereby waive the right to recover from the Property Owner and any and all officials, agents, employees, attorneys and representatives of Property Owner (collectively, the "Property Owner Parties"), and fully and irrevocably releases the Property Owner Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Releasing Parties may now have or hereafter acquire against any of the Property Owner Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the Annual Installments, (iv) the imposition of the lien of the PACE Special Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Program (collectively, the "Liabilities"). This release includes all claims, obligations, liabilities, causes of action and damages, known or unknown, by the Property Owner Parties or the Releasing Parties.

The waivers and releases by the Releasing Parties contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

#### Indemnification of Property Owner by Borrower

The Borrower shall indemnify and save and hold harmless the Property Owner and its governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including

reasonable attorneys' fees, by or on behalf of any person, firm or corporation arising from (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the Annual Installments, (iv) the imposition of the lien of the PACE Special Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Program and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term hereof; provided, however, the indemnification contained in this section shall not extend to the Property Owner to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (i) the result of work being performed at the Project by employees or agents of the Property Owner, or (ii) the result of gross negligence or willful misconduct by the Property Owner, its employees or agents. Upon written notice from the Property Owner of any such claims or demand, the Borrower shall defend them or either of them in any such action or proceeding; provided, that the Property Owner shall cooperate with the Borrower and provide reasonable assistance in such defense. All costs related to the defense of the Property Owner shall be paid by the Borrower. This Section shall survive any termination of this Contract or the Lease.

#### Administrative Fees

~~Property Owner agrees to pay, or cause Borrower to shall pay pursuant to the Lease Agreement,~~ a one-time administration processing fee to SMP in the amount of 1% of the PACE Amount, up to a maximum of \$30,000.00, and set forth on Schedule I. Such payment is due ~~immediately concurrent with following closing.~~

The Annual Installments shall include an annual administrative fee to be collected by SMP in the amount of Three Hundred Twenty Five and 0/100 Dollars (\$325.00) per year. This fee shall be included, on an annual basis, in the Annual Installments to be set forth on Schedule of Annual Installments attached hereto as Exhibit C.

Project Completion. Upon completion of the Project, ~~Property Owner~~Borrower will submit, ~~or cause Borrower to submit pursuant to the Lease Agreement,~~ to SMP and Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the ~~Property Owner shall immediately repay, or cause Borrower shall immediately repay to repay pursuant to the Lease Agreement,~~ to the SMP the excess of the amount advanced over such actual cost of the Project and SMP shall remit the full amount thereof to Lender.

#### Notices

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by registered or certified mail, return receipt requested, postage prepaid; or (c) sent to the parties at their respective addresses indicated herein by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to Property Owner, to:

[City of Gladstone, Missouri, a third class city and political subdivision duly organized and existing under the laws of the State of Missouri]

7010 North Holmes

Gladstone, Missouri 64118

Attn: City Manager

\_\_\_\_\_

\_\_\_\_\_

(with a copy to)

Richard C. McConnell

Armstrong Teasdale LLP

2345 Grand Blvd, Suite 1500

Kansas City, Missouri 64108

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

or to such other person or address as Property Owner shall furnish to Lender and SMP in writing.

If to Lender, to:

[SPH Gladstone, LLC]

3500 Lenox Road, Suite 625

Atlanta, Georgia 30326

Attention: Lisa Nordel

(with a copy to)

Polsinelli PC

900 West 48<sup>th</sup> Place, Suite 900

Kansas City, MO 64112

Attention: Daniel W. Graves, Esq.

or to such other person or address as Lender shall furnish to Property Owner and SMP in writing.

If to SMP, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(with a copy to)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other person or address as SMP shall furnish to Property Owner and Lender in writing.

If to Borrower, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(with a copy to)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other person or address as SMP shall furnish to Property Owner and Lender in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt. Any party to this Contract may change its address for the purposes of this Contract by giving notice thereof in accordance with this Section.

Assignment or Sale by Lender. Property Owner and SMP agree that Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents). Property Owner, SMP and Lender acknowledge and agree that there are no limitations on the right of Lender to assign its interests in the Loan.

Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

Compliance with Laws. Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

Amendment. This Contract may be amended only by a writing signed by Property Owner, Lender and SMP.

Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

Transferability. Property Owner, Lender and SMP agree that the obligations of this Contract are covenants that shall run with the land and be binding on all future owners of the Property.

Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total Annual Assessment due between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

Waiver. THIS CONTRACT REFLECTS THE PROPERTY OWNER'S AGREEMENT TO THE IMPOSITION OF THE PACE SPECIAL ASSESSMENTS AND THE LIEN OF THE PACE SPECIAL ASSESSMENTS. THE PROPERTY OWNER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY OTHERWISE APPLICABLE REQUIREMENTS OF THE MISSOURI CONSTITUTION OR ANY OTHER PROVISION OF MISSOURI LAW FOR THE IMPOSITION OF THE PACE SPECIAL ASSESSMENTS. THE PROPERTY OWNER HEREBY WAIVES ITS RIGHT TO REPEAL THE PACE SPECIAL ASSESSMENTS BY INITIATIVE OR ANY OTHER ACTION, OR TO FILE ANY LAWSUIT OR OTHER PROCEEDING TO CHALLENGE THE PACE SPECIAL ASSESSMENTS OR ANY ASPECT OF THE PROCEEDINGS OF SMP, THE COUNTY COLLECTOR AND LENDER UNDERTAKEN IN CONNECTION WITH THE PROGRAM. THE PROPERTY OWNER HEREBY AGREES THAT ~~SMP AND LENDER THE PROPERTY OWNER AND ITS SUCCESSORS IN INTEREST TO FEE TITLE IN THE PROPERTY SHALL BE SOLELY HAVE NO RESPONSIBLE RESPONSIBILITY~~ FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF THE PROJECT ~~UNLESS AND UNTIL EITHER OR BOTH OF THEM BECOME THE LESSEE UNDER THE LEASE.~~ THE PROPERTY OWNER HEREBY ACKNOWLEDGES THAT THE ~~PROPERTY OWNER WILL BE RESPONSIBLE FOR PAYMENT OF THE PACE SPECIAL ASSESSMENTS REGARDLESS VALIDITY OF THE PACE SPECIAL ASSESSMENTS IS NOT DEPENDENT ON~~ OF WHETHER THE PROJECT IS PROPERLY INSTALLED, OPERATED, MAINTAINED OR PERFORMS AS EXPECTED. ~~NOTWITHSTANDING THE FOREGOING, PROPERTY OWNER SHALL HAVE NO RESPONSIBILITY FOR PAYMENT OF THE PACE SPECIAL ASSESSMENTS OR ANY OTHER AMOUNT HEREUNDER.~~





**DRAFT**

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Executed as of the date set forth above.

**PROPERTY OWNER:**

[City of Gladstone, Missouri, a third class city and political subdivision duly organized and existing under the laws of the State of Missouri]

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Scott  
Wingerson  
Title \_\_\_\_\_ City  
Manager

**LENDER:**

**[SHP GLADSTONE, LLC], A GEORGIA LIMITED  
LIABILITY COMPANY**

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

Name: Jatin Desai

Title: Authorized Signatory

**ACKNOWLEDGMENT**

**STATE OF GEORGIA**

)

) ss.

**COUNTY OF \_\_\_\_\_**

)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public, appeared **JATIN DESAI**, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of **[SHP GLADSTONE, LLC]**, a Georgia limited liability company, and that said instrument was signed on behalf of said board by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated.

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

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

Notary Public in and for said State

Commissioned in \_\_\_\_\_

(SEAL)

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

PARKSIDE INVESTORS, LLC

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

ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of PARKSIDE INVESTORS, LLC, Missouri limited liability company, and that said instrument was signed on behalf of said entity by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said entity.

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commissioned in \_\_\_\_\_

(SEAL) \_\_\_\_\_

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



**SHOW ME PACE**

By: \_\_\_\_\_  
Name: Joshua Campbell  
Title: Administrator

**ACKNOWLEDGMENT**

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF COLE                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public, appeared JOSHUA CAMPBELL, to me personally known, who, being by me duly sworn, did say that he is the President of SHOW ME PACE, a clean energy development board and political subdivision of the State of Missouri, and that said instrument was signed on behalf of said board by authority of its governing body, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said board.

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commissioned in \_\_\_\_\_

(SEAL)

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

## **EXHIBIT A**

### **Legal Description of Property**

LOTS 1, 2 AND TRACT A, PARKSIDE AT HOBBY HILL, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI.

ASSESSOR'S PARCEL NUMBER (APN): 13609000101900, 13609000102100 AND 13609000102200

## **EXHIBIT B**

### **Description of Project**

1. BUILDING ENVELOPE
2. LIGHTING
3. PLUMBING
4. HEATING, VENTILATION AND AIR CONDITIONING

## EXHIBIT C

### SCHEDULE OF ESTIMATED INITIAL ANNUAL INSTALLMENT

C-PACE Installment Date	Beginning Balance	Total Payment	Interest Payment	Principal Payment	Capitalized Interest	Ending Balance	Annual District Fees	Total C-PACE Payment
5/31/2022	\$ 12,265,955.83	\$ -	\$ -	\$ -	\$ 1,770,897.37	\$ 12,265,955.83		
12/31/2024	\$ 12,265,955.83	\$ 347,050.48	\$ -	\$ 347,050.48	\$ -	\$ 11,918,905.35	\$500.00	\$ 347,550.48
12/31/2025	\$ 11,918,905.35	\$ 1,032,921.84	\$ 664,644.51	\$ 368,277.33	\$ -	\$ 11,550,628.03	\$500.00	\$ 1,033,421.84
12/31/2026	\$ 11,550,628.03	\$ 1,032,921.84	\$ 644,107.94	\$ 388,813.90	\$ -	\$ 11,161,814.12	\$500.00	\$ 1,033,421.84
12/31/2027	\$ 11,161,814.12	\$ 1,032,921.84	\$ 622,426.16	\$ 410,495.68	\$ -	\$ 10,751,318.45	\$500.00	\$ 1,033,421.84
12/31/2028	\$ 10,751,318.45	\$ 1,032,921.84	\$ 601,177.89	\$ 431,743.95	\$ -	\$ 10,319,574.50	\$500.00	\$ 1,033,421.84
12/31/2029	\$ 10,319,574.50	\$ 1,032,921.84	\$ 575,459.61	\$ 457,462.23	\$ -	\$ 9,862,112.27	\$500.00	\$ 1,033,421.84
12/31/2030	\$ 9,862,112.27	\$ 1,032,921.84	\$ 549,949.73	\$ 482,972.11	\$ -	\$ 9,379,140.16	\$500.00	\$ 1,033,421.84
12/31/2031	\$ 9,379,140.16	\$ 1,032,921.84	\$ 523,017.33	\$ 509,904.51	\$ -	\$ 8,869,235.65	\$500.00	\$ 1,033,421.84
12/31/2032	\$ 8,869,235.65	\$ 1,032,921.84	\$ 495,938.09	\$ 536,983.75	\$ -	\$ 8,332,251.90	\$500.00	\$ 1,033,421.84
12/31/2033	\$ 8,332,251.90	\$ 1,032,921.84	\$ 464,638.77	\$ 568,283.07	\$ -	\$ 7,763,968.83	\$500.00	\$ 1,033,421.84
12/31/2034	\$ 7,763,968.83	\$ 1,032,921.84	\$ 432,949.10	\$ 599,972.74	\$ -	\$ 7,163,996.09	\$500.00	\$ 1,033,421.84
12/31/2035	\$ 7,163,996.09	\$ 1,032,921.84	\$ 399,492.28	\$ 633,429.56	\$ -	\$ 6,530,566.53	\$500.00	\$ 1,033,421.84
12/31/2036	\$ 6,530,566.53	\$ 1,032,921.84	\$ 365,167.51	\$ 667,754.33	\$ -	\$ 5,862,812.21	\$500.00	\$ 1,033,421.84
12/31/2037	\$ 5,862,812.21	\$ 1,032,921.84	\$ 326,933.21	\$ 705,988.63	\$ -	\$ 5,156,823.58	\$500.00	\$ 1,033,421.84
12/31/2038	\$ 5,156,823.58	\$ 1,032,921.84	\$ 287,564.54	\$ 745,357.30	\$ -	\$ 4,411,466.27	\$500.00	\$ 1,033,421.84
12/31/2039	\$ 4,411,466.27	\$ 1,032,921.84	\$ 246,000.52	\$ 786,921.32	\$ -	\$ 3,624,544.95	\$500.00	\$ 1,033,421.84
12/31/2040	\$ 3,624,544.95	\$ 1,032,921.84	\$ 202,672.47	\$ 830,249.37	\$ -	\$ 2,794,295.58	\$500.00	\$ 1,033,421.84
12/31/2041	\$ 2,794,295.58	\$ 1,032,921.84	\$ 155,820.79	\$ 877,101.05	\$ -	\$ 1,917,194.53	\$500.00	\$ 1,033,421.84
12/31/2042	\$ 1,917,194.53	\$ 1,032,921.84	\$ 106,910.22	\$ 926,011.62	\$ -	\$ 991,182.92	\$500.00	\$ 1,033,421.84
12/31/2043	\$ 991,182.92	\$ 1,046,455.13	\$ 55,272.21	\$ 991,182.92	\$ -	\$ -	\$500.00	\$ 1,046,955.13

The above PACE Special Assessments and Estimated Initial Annual Installments are based on the following assumptions:



1. The lender disburses all loan proceeds to the property owner or disbursing agent (as defined in the Loan Agreement) on the date Show Me PACE executes this contract. Interest accrues from the date of disbursement at the initial interest rate. Property owner acknowledges that an amount equal to all interest that shall accrue from the date of disbursement until the date of the anticipated receipt of the initial annual installment by the lender, based upon payments made on a ten (10) installment basis, shall be disbursed to lender at closing.
2. After the initial annual installment, Show Me PACE will adjust the PACE special assessments and the subsequent annual installments, if necessary, to reflect the actual PACE special assessments based upon any change in interest rate, as certified to Show Me PACE by the lender.

## EXHIBIT D

### LENDER'S FORM OF INSTALLMENT CERTIFICATION

Borrower	Property Tax Key No.	Date of PACE Loan	Annual Installment/ Special Charge	Interest Rate for Next Year	Number of Installments Remaining	Outstanding Loan Amount as of date of Installment Certification

The undersigned, an authorized representative of the lender hereby certifies that the information contained in this Installment Certification is true and accurate, and may be relied upon by Show Me PACE in connection with that certain Loan Agreement and those certain Assessment Contracts as detailed above.

LENDER: \_\_\_\_\_

<b>By:</b>	<b>Date:</b>
<b>Printed Name:</b>	<b>Title:</b>

## **SCHEDULE I**

### **Fee Schedule**

<b>Program Fee</b>	\$30,000.00
<b>Lender Origination Fee</b>	\$[122,600.00]
<b>15-22, Inc. (Broker Fee)</b>	\$183,989.00
<b>Rainstar Capital Fee (Broker Fee)</b>	\$122,660.00
<b>Prepaid Capitalized Interest</b>	\$[1,770,897.00]
<b>Lender Third Party Expenses</b>	\$[35,750.00]



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 22-19

ORD ☐ # 4.596

Date: 5/19/2022

Department: General Administration

Meeting Date Requested: 5/23/2022

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

Subject: Parkside Investors request for an assessment contract related to PACE financing

Background: The City previously issued Industrial Revenue Bonds related to the Parkside at Hobby Hill development project. The developer wishes to finance part of the project through the Property Assessed Clean Energy Program. This program will insure that the development is environmentally friendly. In order for the developer to participate in this program, certain documents are required by PACE. These documents acknowledge the transaction and form of financing, but in no way obligate the City to perform.

Budget Discussion: Funds are budgeted in the amount of \$0 from the N/A Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$

Public/Board/Staff Input:

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

Scott Wingerson  
Department Director/Administrator

JM  
City Attorney

City Manager