



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, MARCH 13, 2023**

The City Council will meet in a Closed Executive Session at 6:45 pm, Monday, March 13, 2023, 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, 610.021(3) Personnel, 610.021(9) Employee Groups, and 610.021 (12) Negotiated Contract.

OPEN STUDY SESSION 7:00 PM

- 1. Linden Square and Atkins Johnson Farm and Museum Programming-** Museum Manager, Marye Newman and Special Events Coordinator, Cheryl Martin will present the scheduled events for 2023.
- 2. Residency Requirements-** City Manager Scott Wingerson will review employment practices related to residency.

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 February 27, 2023, Closed City Council Meeting Minutes.**
6. **Approval of the February 27, 2023, Regular City Council Meeting Minutes.**
7. **PROCLAMATION:** Arbor Day
8. **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.*
9. **Communications from the City Council.**
10. **Communications from the City Manager.**
11. **CONSENT AGENDA**

CONSIDER SPECIAL EVENT PERMITS at Atkins-Johnson Farm and Museum:

Ten (10) year Anniversary Celebration, Saturday, April 8, 2023, 1:00 to 4:00 pm.

Walk N Wag, Saturday, April 22, 2023, 8:00 am to 12:00 pm.

Civil War Muster, Saturday, April 29, 2023, 11:00 am to 4:00 pm.

Afternoon Tea, Saturday, May 13, 2023, 2:00 to 3:30 pm.

Children's Garden Day, Saturday, July 15, 2023, 9:00 am to 12:00 pm.

Pickin' on the Front Porch Bluegrass Concert, Saturday, September 16, 2023, 7:00 to 9:00 pm.

Big Shoal Country Fair, Saturday, September 23, 2023, 10:00 am to 4:00 pm.

Annual Cemetery Tours, Saturday, October 21, 2023, 7:00 to 10:00 pm.

Photos and Cookies with Santa, Holiday Nights Open House, Saturday, December 9, 2023, 10:00 am to 9:00 pm.

REGULAR AGENDA

12. **RESOLUTION R-23-07** A Resolution authorizing the acceptance of a proposal from Flock Safety for a five (5) year subscription for twelve (12) Fixed License Plate Readers at an annual cost of \$30,000.00 plus an initial installation cost of \$4,200.00.
13. **RESOLUTION R-23-08** A Resolution authorizing acceptance of a proposal from Olathe Ford, Olathe, Kansas, for the purchase of four (4) 2023 Ford Bronco Sport SUV Vehicles for use as detective vehicles at the total purchase amount of \$121,480.00.
14. **RESOLUTION R-23-09** A Resolution authorizing acceptance of a proposal from Feld Fire, Carroll, IA, for the purchase of a 2022 Ford E450 McCoy Miller Type III Ambulance for a total purchase amount not to exceed \$216,650.00.
15. **RESOLUTION R-23-10** A Resolution authorizing the City Manager to execute an agreement with JAB Technology America, LLC, for the purchase of computer towers, monitors, and TV screens for the Co-Located Emergency Services Communications Center in the amount of \$34,918.00.
16. **FIRST READING BILL NO. 23-13** An Ordinance authorizing Google Fiber Missouri, LLC to operate within the Right of Ways of the City of Gladstone to construct, install, maintain, and operate fiber services and to authorize the City Manager to execute agreements therewith.
17. **FIRST READING BILL NO. 23-14** An Ordinance approving a Collective Bargaining Agreement with The International Association of Fire Fighters, Local No. 42 and authorizing the City Manager to execute the agreement.
18. **Other Business.**
19. **Adjournment.**



Department of Parks, Recreation & Cultural Arts

Memorandum

DATE: March 7, 2023

TO: Scott Wingerson, City Manager

FROM: Justin Merkey, Director of Parks, Recreation, and Cultural Arts

RE: 2023 Atkins-Johnson Farm and Museum and Linden Square Programs

Both Linden Square and the Atkins-Johnson Farm and Museum had very successful 2022 seasons. Attendance at both locations continues to rise while programs/services at both locations are built and improved upon.

Staff is excited to have completed the Linden Square Program lineup for 2023 and begin the implementation process. The most significant change to the schedule this year will be the addition of the Gladstone Chamber of Commerce BluesFest on May 19th and 20th. Then, similar to last year, Food. Art. Drink. will occur the first weekend of June followed by the Sounds on the Square and festivals. Partnering with the Northland Christmas Store will occur again to provide the taco meal for the Fiesta on the Square night. Movie nights have not been as popular despite staff's best effort in marketing, therefore, we will continue to limit movie nights to just two per season. Kids Fest will return this year in July with the Cutie Pie Tri kicking the festival off. And, like last year, Whiskey Fest, will be the season festival finale and is expected to be the largest event of the season.

Similarly, Atkins-Johnson Farm and Museum will host the programs visitors have become accustomed too and will open for the season on April 5th. This will be the facility's 10th year in operation and we will kick the season off with a celebratory event recognizing this accomplishment on April 8th. The annual Walk n' Wag will return for a third year to AJFM, and a shift to the Animal Control hosting this event with logistical support by the department will continue to occur. 4-H programming sponsored by the Missouri Extension Office will continue. Also, the Gladstone Farmers Market had a successful first year after vacating the space at City Hall and will remain at AJFM. The Friends of the Farm corn, pumpkin, and sunflower sales will continue this year as the community has raved about these three crops.

Attached, please find a schedule-at-a-glance containing all of the activities for both facilities. Museum Manager, Marye Newman, and Special Event Coordinator, Cheryl Martin, will be at City Council on Monday night to present complete details for the scheduled events at both facilities and answer any questions City Council might have. Should you have any questions, please let me know.

2023 Atkins-Johnson Program Calendar

Event	Date	Time	Cost
Volunteer Training Days	Wednesday, March 22 nd Saturday, March 25 th	10a – 12p	Private Event
Museum Reopening	Wednesday, April 5	11:00a – 4:00p	FREE
10 Year Anniversary Celebration	Saturday, April 8	1:00p – 4:00p	Free
Walk and Wag	Saturday, April 22	10:00 am	\$25 / \$35 day of
Civil War Spring Muster	Saturday, April 29	11:00a – 3:00p	FREE
Afternoon Tea	Saturday, May 13	2:00p – 3:30p	\$25
Mid-Continent Public Library Storytime In The Park	Wednesday, June 7	10:00 am	FREE
Annual Meeting	Friday, January 23	5:00p – 7:00p	Private
Summer Yoga in the Farm Series	Saturdays, June 10 – July 29 (8 weeks)	8:00a – 9:00a	\$40
4-H All About Art (Art Camp)	Thursday, June 22	10:00a – 12:00p (Ages 5-10)	\$27
Kitchen Kids – AJF&M Garden	Thursday, July 13	9:00a – 12:00p or 1:00p - 4:00p	\$27 members, \$30 nonmembers
Children's Garden Day Library Coming	Saturday, July 15	9:00a - 12:00p	FREE
4-H Backyard Biodiversity (Nature)	Thursday, July 20	10:00a – 12:00p (Ages 5-10)	\$27
4-H From seeds to Supper (Food)	Thursday, July 27	10:00a – 12:00p (Ages 5-10)	\$27
Big Shoal Farm Sunflower Field Festival	Saturday, August 12	10:00a – 3:00p	Free
5 th Annual Restoration Run	Saturday, August 19	8:00 am	Registration Required
Fall Yoga at the Farm Series	Saturdays, August 26 – October 1 (6 weeks)	8:00a – 9:00a	\$30
Big Shoal Farm Pumpkin Field Festival	Saturday, September 16	10:00a – 3:00p	Free
Pickin' on the Front Porch Bluegrass Concert Series	Saturday, September 16	7:00 pm	Free concert
Big Shoal Country Fair	Saturday, September 23	10:00 – 4:00 p.m.	Free, \$10 kidzone
Candlelight Big Shoal Cemetery Tour	Saturday, October 21	7:00p & 8:30p	\$15
Photos and Cookies with Santa & Mrs. Claus	Saturday, December 9	TBA	\$10 per digital photo
Holiday Nights	Saturday, December 9	7:00 - 9:00 p.m.	FREE

Linden Square 2023

Sponsored by Fairfield Gladstone

May 19-20

BLUES FEST

June 2 5 p.m. - 10 p.m.

FOOD.ART.DRINK.

"Auggie G." - Magician
Cherry Bomb

June 3 5 p.m. - 10 p.m.

FOOD.ART.DRINK.

"Nick Nave"
"Sass Monkey"
"Woman of Rock"

June 9 7 p.m.

Sounds on the Square

"Platinum Express"

June 16 7 p.m.

Sounds on the Square

"Lyin Eyes"

June 17 7 p.m.

Sounds on the Square

"Landslide - Fleetwood Mac"
Tribute

June 22 7:30 p.m.

TRIVIA NIGHT

June 23 7 p.m.

Sounds on the Square

"Phil Vandel"

June 24 7 p.m.

MOVIE ON THE SQUARE

"Ant-Man and the
Wasp: Quantamania"

July 7 7 p.m.

Sounds on the Square

"One Night Stand"

July 14 7 p.m.

Sounds on the Square

"Switch"

July 15 7 p.m.

Sounds on the Square

"Jam"-Bruno Mars and
Michael Jackson Tribute

July 21 7 p.m.

Sounds on the Square

"Brass Rewind"

July 22 9 a.m.

CUTIE PIE TRI/KIDS FEST

7 p.m.

Movie on the Square

"Puss and Boots-
The Last Wish"

July 28 7 p.m.

Sounds on the Square

"Damien Gunn"

August 11 7 p.m.

Sounds on the Square

"Flashback"

August 18 7 p.m.

Sounds on the Square

"Boogie Night's"

August 19 7 p.m.

Sounds on the Square

"The Elders"

August 25 7 p.m.

Sounds on the Square

"Vigil Annie"

September 1 7 p.m.

Sounds on the Square

"Petty Thieves"

September 8 7 p.m.

Sounds on the Square

"Funk Syndicate"

September 9 5 p.m. - 9:30 p.m.

FIESTA ON THE SQUARE

"3 Amigos"

Latin Dancers

The Band-"Festival"

September 15 7 p.m.

Sounds on the Square

"Retroactive"

September 22 7 p.m.

Sounds on the Square

"Midnight Rodeo"

September 29-30

Glad Fest

October 7 5 p.m. - 9:30 p.m.

WHISKEY FEST

"Outlaw Jim & the
Whiskey Benders"

"Silver Bullet"





Department of General Administration

Memorandum SCW23-01

TO: Mayor and City Council

FROM: Scott Wingerson, City Manager

DATE: March 1, 2023

SUBJECT: City Official Residency Requirements

The City consistently reviews employment practices to insure requirements do not put the organization at a competitive disadvantage. In this case, staff has identified a requirement that may impact the retention and recruitment of senior leadership.

Currently, the following positions are required to live within the City:

- City Councilmembers (elected and appointed)
- City Manager (appointed)
- Municipal Judges (appointed)
- City Counselor (if full time)
- Police Chief (appointed)
- Fire Chief (appointed)

In addition, the City Manager maintains a policy that department directors must live in the City.

In order to insure that the City can maintain strong senior leadership and in the future recruit the best candidate for any future positions, staff recommends that the following positions require residency:

- City Councilmembers (elected or appointed)
- Municipal Judges (appointed)
- City Manager (appointed)

In the event the City Council supports this concept, the City Manager would relax the policy concerning department directors residency and replace it with a policy requiring a 30 minute response time.

Enclosed is a redline and clean version of the changes to City Code to implement this concept. If you should have any questions or desire additional information, please advise.

Sec. 1.105.340. Residency requirements.

All officers elected or appointed to offices under the city government shall be qualified voters under the laws and constitution of this state ~~and, except the city sextons, police officers, appointed members of the fire department and employees having only ministerial duties or to fill a vacancy in a city councilmember office,~~ City councilmembers elected to office or appointed the city counselor if not employed full time, manager, and the municipal judges shall be residents of the city, or, with respect to the city manager and municipal judges, shall establish residency within a reasonable time after appointment. No person shall be elected or appointed to any office who shall at the time be in arrears for any unpaid city taxes, or forfeiture or defalcation in office.

(Code 1974, § 2-52; Ord. No. 4.335, § 1, 1-25-2016; Ord. No. 4.558, § 1(Exh. A), 6-14-2021)

State law reference(s)—Residence requirements of officers, RSMo 77.380.

Sec. 1.105.340. Residency and qualification for office requirements.

All officers elected or appointed to offices under the city government shall be qualified voters under the laws and constitution of this state. City councilmembers elected to office or appointed to fill a vacancy in a city councilmember office, the city manager, and the municipal judges shall be residents of the city, or, with respect to the city manager and municipal judges, shall establish residency within a reasonable time after appointment. No person shall be elected or appointed to any office who shall at the time be in arrears for any unpaid city taxes, or forfeiture or defalcation in office.

(Code 1974, § 2-52; Ord. No. 4.335, § 1, 1-25-2016; Ord. No. 4.558, § 1(Exh. A), 6-14-2021)

State law reference(s)—Residence requirements of officers, RSMo 77.380.



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
FEBRUARY 27, 2023**

PRESENT: Mayor Bill Garnos
Mayor Pro Tem Jean Moore
Councilman R.D. Mallams
Councilmember Tina Spallo
Councilman Les Smith

City Manager Scott Wingerson
Assistant City Manager Bob Baer
City Attorney Chris Williams
City Attorney John Mullane
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, Monday, February 27, 2023, at 7:31 pm.

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

Mayor Garnos stated that all Councilmembers were present and there was a quorum.

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

Mayor Garnos asked all to join in the Pledge of Allegiance to the Flag of the United States of America, and thanked VFW Post 10906 for presenting the colors: Carla Gleaton and Gordon Harris.

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

The updated agenda was approved as published.

Item No. 5. On the Agenda. Approval of the February 13, 2023, Closed City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the February 13, 2023, Closed City Council Meeting as presented. **Councilmember Spallo** seconded. The Vote: "aye", Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Item No. 6. On the Agenda. Approval of the February 13, 2023, Regular City Council Meeting Minutes.

Councilman Mallams moved to approve the minutes of the February 13, 2023, Regular City Council meeting as presented. **Councilmember Spallo** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos.

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

Jim Oldebeken, 76th Terrace, addressed the Council and commended them for the hours and duties that are required to lead the City. He discussed past voter trends and the election on April 4, 2023. He shared that The Gladstone Citizen, a hyperlocal news source, was reporting from a Facebook page and would be publishing a Voter’s Guide. He reported the guide would devote a full page for each of the five Council candidates on the ballot. He announced a City Council candidate forum would be held on Thursday, March 23, 2023, from 6:30 to 8:00 pm at the Gladstone Community Center and encouraged citizens to attend. He indicated that members of the Oak Park High School’s Government Club would lead the candidate forum.

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

Mayor Pro Tem Moore thanked the individuals who live and work around the Broadway and Englewood area for their patience, understanding, and the extreme stress and inconvenience they have endured from the recent water main break. She also thanked the Public Works department staff.

Mayor Garnos thanked Mayor Pro Tem Moore for covering for him at the Board of Zoning Adjustment meeting. He discussed the Parks and Recreation Advisory Board meeting and stated that Jason Sharpsteen was elected as Chairman and Scott Hanover as Vice Chairman for the next year. He reported that they were briefed about the Summer events at the Atkins-Johnson Farm and Museum and the Summer programming for Linden Square that Council will be informed about at upcoming Council meetings. He recognized the death of Kansas City Canine Police Officer James Muhlbauer, who was killed in the line of duty and was laid to rest at White Chapel Cemetery in Gladstone. He expressed that it was a sad and solemn responsibility for our community. He thanked all our Police Officers who attended the funeral and escort and helped with the funeral procession.

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

City Manager Wingerson announced March 8, 2023 was the last date to register to vote and it could be done here at City Hall, the Mid-Continent Library, and the local Department of Motor Vehicles. He thanked the Council, City staff, and public for their patience during the re-location of a couple past Council meetings.

Item No. 10. On the Agenda. Consent Agenda.

Following the Clerks’ reading:

Councilman Smith moved to approve the Consent Agenda as published. **Councilman Mallams** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Councilman Smith moved to approve the Special Event Permit, Flashlight Easter Egg Hunt, Happy Rock Park Sports Complex. Friday, March 31, 2023, 5:00 to 9:00 pm. Rain date is Saturday, April 1, 2023, 5:00 to 9:00 pm. **Councilman Mallams** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Councilman Smith moved to approve the Special Event Permit, Touch A Truck, Happy Rock Park West, Saturday, May 6, 2023, 10:00 am to 12:00 pm. **Councilman Mallams** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Councilman Smith moved to approve the Special Event Permit, Theatre in the Park, Oak Grove Park, Friday, June 30, 2023 through Sunday, July 2, 2023, and Friday, August 4, 2023 through Sunday, August 6, 2023 5:00 to 11:30 pm. **Councilman Mallams** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Councilman Smith moved to approve the Special Event Permit, Independence Day Celebration, Oak Grove Park, Tuesday, July 4, 2023, 5:00 to 11:00 pm. **Councilman Mallams** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Councilman Smith moved to approve the Special Event Permit, Friday Fright Night, Happy Rock Park East, Friday, October 20, 2023, 5:00 to 9:00 pm. **Councilman Mallams** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Councilman Smith moved to approve **RESOLUTION R-23-04** A Resolution amending or revising the 2023 General Fund, Community Center and Parks Sales Tax Fund, Public Safety Sales Tax Fund, Capital Improvement Sales Tax Fund, Capital Equipment Replacement Fund, Combined Waterworks and Sewer System Fund, and Parks and Playground Fund for the City of Gladstone, Missouri, and authorizing expenditures of funds. **Councilman Mallams** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Councilman Smith moved to approve **RESOLUTION R-23-05** A Resolution authorizing the City Manager to execute a contract with Insko Industries, Incorporated, in the total amount not to exceed \$79,365.00 for the Gladstone Municipal Pool Painting Project. CC2353. **Councilman Mallams** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Councilman Smith moved to approve **FINANCIAL REPORT FOR 7 MONTHS ENDING JANUARY 31, 2023**. **Councilman Mallams** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Regular Agenda

Item No. 11. On the Agenda. **FIRST READING BILL NO. 23-08*** An Ordinance authorizing the City Manager to execute a Memorandum of Agreement between the City of Gladstone, and the Mid-America Regional Council (MARC) to update Stormwater Engineering Standards and Planning Guidelines.

Councilman Mallams moved **BILL NO. 23-08*** be placed on its First Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0) The Clerk read the Bill.

Councilman Mallams moved to accept the First Reading of **BILL NO. 23-08***, waive the Rule and place the Bill on its Second and Final Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0) The Clerk read the Bill.

Councilman Mallams moved to accept the Second and Final Reading of **BILL NO. 23-08*** and enact the Bill as **Ordinance 4.627**. **Councilman Smith** seconded. Roll Call Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Mayor Garnos stated **Bill NO. 23-08*** stood enacted as **Ordinance Number 4.627**.

**The numbering of BILL NO. 23-05 for Ordinance 4.627 was corrected on February 28, 2023 to BILL NO. 23-08.*

Item No. 12. On the Agenda. **FIRST READING BILL NO. 23-09*** An Ordinance amending Title IX Building and Construction Ordinance 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 Erosion and Sediment Control and Post-Construction Stormwater Regulations for the City of Gladstone, Missouri.

Councilmember Spallo moved **BILL NO. 23-09*** be placed on its First Reading. **Mayor Pro Tem Moore** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, 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. 23-09***, waive the Rule and place the Bill on its Second and Final Reading. **Mayor Pro Tem Moore** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0) The Clerk read the Bill.

Councilmember Spallo moved to accept the Second and Final Reading of **BILL NO. 23-09*** and enact the Bill as **Ordinance 4.628**. **Mayor Pro Tem Moore** seconded. Roll Call Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Mayor Garnos stated **Bill NO. 23-09*** stood enacted as **Ordinance Number 4.628**.

**The numbering of BILL NO. 23-06 for Ordinance 4.628 was corrected on February 28, 2023 to BILL NO. 23-09.*

Item No. 13. On the Agenda. **FIRST READING BILL NO. 23-10*** An Ordinance amending Chapter 105 – Animal Regulations in Title II - Public Health, Safety, and Welfare in the Gladstone City Code relating to domesticated fowl and bees.

Mayor Garnos requested that Director Austin Greer give an updated status on the Bill.

Director Greer addressed the Council and reported that City Staff held an Open Study session at the last Planning Commission meeting to discuss the number of domesticated fowl that would be allowed for property less than three (3) acres. He stated there was a lot of conversation regarding the numbers, but ultimately the Commissioners voted fifteen (15) domesticated fowl, which was similar to Kansas City. The vote was 6 to 3, so City Staff felt there could be a compromise which was reflected in the

Ordinance before them, which allowed for ten (10) domesticated fowl and fifteen (15) with a medical exemption.

Councilman Mallams moved **BILL NO. 23-10*** be placed on its First Reading. **Mayor Pro Tem Moore** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0) The Clerk read the Bill.

Councilman Mallams moved to accept the First Reading of **BILL NO. 23-10***, waive the Rule and place the Bill on its Second and Final Reading. **Mayor Pro Tem Moore** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0) The Clerk read the Bill.

Councilman Mallams moved to accept the Second and Final Reading of **BILL NO. 23-10*** and enact the Bill as **Ordinance 4.629**. **Mayor Pro Tem Moore** seconded.

Mayor Pro Tem Moore reported that she had attended the prior discussions regarding hens and bees and thanked all the residents who have been so dedicated to attend the meetings and who listened and gave advice. She expressed that it’s how things work in the City and Council did appreciate everyone’s input. She hopes the residents feel as though they have been listened to and that it is a good compromise for the amended Ordinance.

Roll call Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos.

Mayor Garnos stated **BILL NO. 23-10*** stood enacted as **Ordinance Number 4.629**.

**The numbering of BILL NO. 23-07 for Ordinance 4.629 was corrected on February 28, 2023 to BILL NO. 23-10.*

Item No. 14. On the Agenda. **FIRST READING BILL NO. 23-11*** An Ordinance amending Section 1.115.020 of the Code of Ordinances of the City of Gladstone, Missouri, pertaining to closed meetings and closed records in accordance with the Open Meetings and Records Law in Chapter 610 of the Revised Statutes of Missouri.

Mayor Garnos requested that City Attorney explain the Bill.

Attorney Chris Williams explained that the Missouri Sunshine Law had changed and the amended City Ordinance would be consistent with the State Law.

Mayor Pro Tem Moore moved **BILL NO. 23-11*** be placed on its First Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0) The Clerk read the Bill.

Mayor Pro Tem Moore moved to accept the First Reading of **BILL NO. 23-11***, waive the Rule and place the Bill on its Second and Final Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0) The Clerk read the Bill.

Mayor Pro Tem Moore moved to accept the Second and Final Reading of **BILL NO. 23-11*** and enact the Bill as **Ordinance 4.630**. **Councilman Smith** seconded. Roll call Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos.

Mayor Garnos stated **BILL NO. 23-11*** stood enacted as **Ordinance Number 4.630**

**The numbering of BILL NO. 23-08 for Ordinance 4.630 was corrected on February 28, 2023 to BILL NO. 23-11.*

Item No. 15. On the Agenda. **FIRST READING BILL NO. 23-12*** An Ordinance amending the Code of Ordinances, City of Gladstone, Missouri, Title III, Offenses, Chapter 130, Offenses against Public Peace and Safety, by amending certain sections and adding certain sections to conform with Article XIV of the Missouri Constitution.

Mayor Garnos requested the City Attorney explain the Bill.

City Attorney John Mullane explained that the new changes to the City Code were due to the legalization of adult use marijuana in November 2022 and will track with the new provisions of the Missouri Constitution.

Councilman Smith moved **BILL NO. 23-12*** be placed on its First Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0) The Clerk read the Bill.

Councilman Smith moved to accept the First Reading of **BILL NO. 23-12***, waive the Rule and place the Bill on its Second and Final Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0) The Clerk read the Bill.

Councilman Smith moved to accept the Second and Final Reading of **BILL NO. 23-12*** and enact the Bill as **Ordinance 4.631**. **Councilmember Spallo** seconded. Roll call Vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos.

Mayor Garnos stated **BILL NO. 23-12*** stands enacted as **Ordinance Number 4.631**

**The numbering of BILL NO. 23-09 for Ordinance 4.630 was corrected on February 28, 2023 to BILL NO. 23-12.*

Item No. 16. On the Agenda. **RESOLUTION R-23-06** A Resolution ratifying a time and materials contract with Kissick Construction Company in the total amount not to exceed \$500,000 for the emergency repair and replacement of the 20 inch Transmission Main at North Broadway and Northwest Englewood Road, Project WP2391.

Councilmember Spallo moved to approve **RESOLUTION R-23-06** A Resolution ratifying a time and materials contract with Kissick Construction Company in the total amount not to exceed \$500,000 for the emergency repair and replacement of the 20 inch Transmission Main at North Broadway and Northwest Englewood Road, Project WP2391. **Councilman Smith** seconded. The vote: “aye”, Councilman Smith, Councilmember Spallo, Councilman Mallams, Mayor Pro Tem Moore, and Mayor Garnos. (5-0)

Item No. 17. On the Agenda. Other Business.

There was no other Business.

Item No. 18. On the Agenda. Adjournment.

Mayor Garnos adjourned the February 27, 2023, Regular City Council meeting at 8:01 pm.

Respectfully submitted:

Kris Keller, City Clerk

Approved as presented: _____
Approved as modified: _____

Bill Garnos, Mayor

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton first proposed that a special commemorative day be officially established for the planting of trees and in 1970, the United States Congress set aside a special day to acknowledge mankind's responsibility to the natural environment; and

WHEREAS, these holidays, now designated as Arbor Day and Earth Day, are observed nationally on an annual basis during the month of April; and

WHEREAS, trees and the natural environment serve to assist in the moderation of temperature, help provide the clean air we breathe, produce oxygen and habitat for wildlife, and provide a source of joy, beauty, and spiritual renewal for the community; and

WHEREAS, trees and proper care for our Gladstone environment serve to increase property values, enhance the vitality of business areas, and serve to beautify our surroundings.

NOW, THEREFORE, I, Bill Garnos, Mayor of the City of Gladstone, Missouri, on behalf of the members of the Gladstone City Council encourage our citizens to support efforts that focus upon environmental betterment and the planting of trees and proclaim Friday, April 7th, 2023 as:

ARBOR DAY

in Gladstone, Missouri and urge all citizens to participate in recognition of this observance.

Signed this 13th Day of March 2023



Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/23/2023

Department: Community Development

Meeting Date Requested: 3/13/2023

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

Subject: Special Event Permit

Background: The Atkins-Johnson Farm and Museum opened to the public ten (10) years ago in April 2013. The Parks, Recreation and Cultural Arts Department, with assistance from the Friends of the Atkins-Johnson Farm, will host a ten (10) year anniversary celebration of the museums opening. There will be some public programming; followed by a band, light hors d'oeuvres, and an open house in the museum.

The event will take place on Saturday, April 8, 2023 from 1:00 pm to 4:00 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: FEBRUARY 23, 2023
PERMIT NO.: SEP23-00016
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: ATKINS-JOHNSON FARM AND MUSEUM – 10 YEAR ANNIVERSARY PARTY
LOCATION OF EVENT: 4109 NE PLEASANT VALLEY ROAD
ATKINS-JOHNSON FARM AND MUSEUM
DATE OF EVENT: SATURDAY, APRIL, 8, 2023
TIME OF EVENT: 1:00 PM TO 4:00 PM
EST. ATTENDANCE: 150±

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.

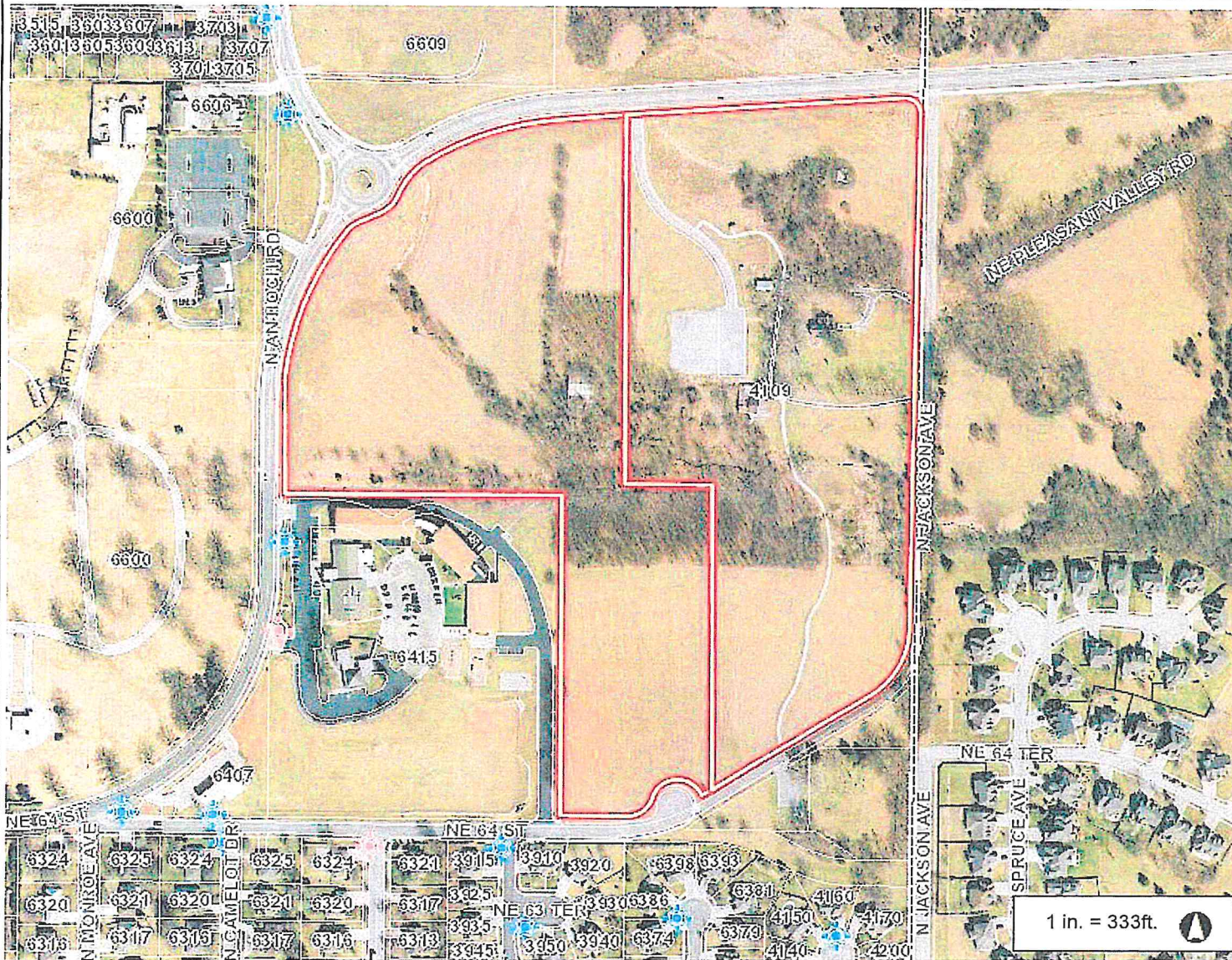
Community Development Administrator | Building Official

ATTACHMENT(S):

- ☒ Map
☐ Other _____



Gladstone, MO



Legend

- 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

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Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/24/2023

Department: Community Development

Meeting Date Requested: 3/13/2023

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 Walk N Wag event. This is a dog-centered festival; where dogs and their owners can enjoy vendors and a variety of dog and owner friendly activities.

The event will be held the Atkins-Johnson Farm & Museum on Saturday, April 22, 2023 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: FEBRUARY 24, 2023
PERMIT No.: SEP23-00018
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: WALK N WAG
LOCATION OF EVENT: 4109 NE PLEASANT VALLEY ROAD
ATKINS-JOHNSON FARM & MUSEUM
DATE OF EVENT: SATURDAY, APRIL 22, 2023
TIME OF EVENT: 8:00 AM TO 12:00 PM
EST. ATTENDANCE: 150±

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 2.130.010(3)(e) Park rules and regulations (vehicular use).
- ☒ Section 2.130.010(7)(a) Park rules and regulations (wildlife/domestic animals).

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

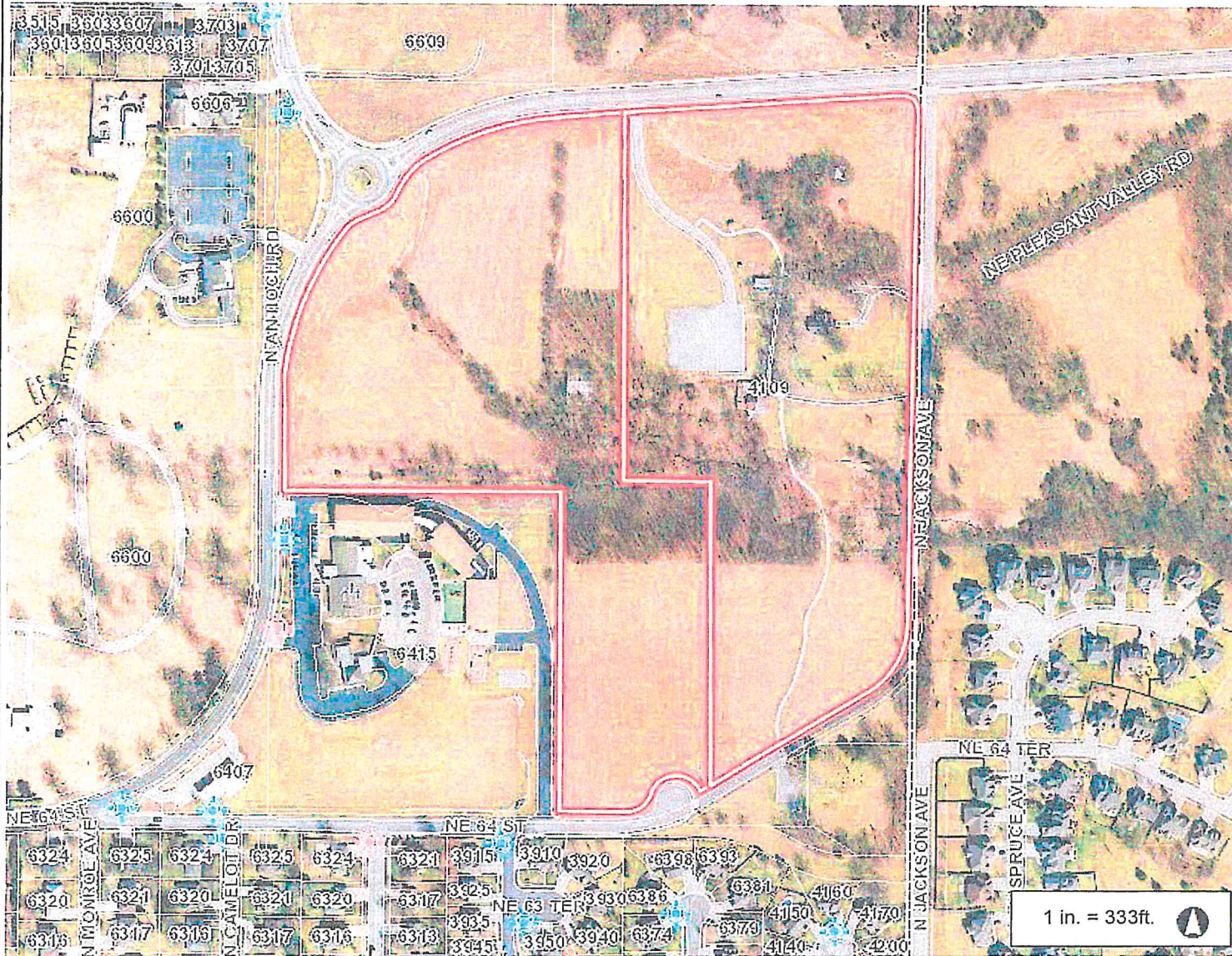
ATTACHMENT(S):

☒ 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

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Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/24/2023

Department: Community Development

Meeting Date Requested: 3/13/2023

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

Subject: Special Event Permit

Background: The Parks, Recreation and Cultural Arts Department will host a “Civil War Muster” at the Atkins-Johnson Farm and Museum. The muster will feature volunteers from the 3rd Missouri Infantry reenactment group; drilling and enlisting on the lawn of the farm and museum. Visitors will be encouraged to interact with the group to learn more about the Civil War through the reenactors immersive educational style.

The event will be held on Saturday, April 29, 2023 from 11:00 am to 4:00 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: FEBRUARY 24, 2023
PERMIT No.: SEP23-00019
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: CIVIL WAR MUSTER
LOCATION OF EVENT: 4109 NE PLEASANT VALLEY ROAD
ATKINS-JOHNSON FARM & MUSEUM
DATE OF EVENT: SATURDAY, APRIL 29, 2023
TIME OF EVENT: 11:00 AM TO 4:00 PM
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

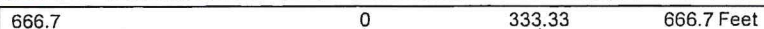
ATTACHMENT(S):

- ☒ Map
☐ Other _____



-  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



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Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/24/2023

Department: Community Development

Meeting Date Requested: 3/13/2023

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 Afternoon Tea on the front yard of the Atkins-Johnson Farm and Museum under a 60' x 30' tent. This event is a formal tea with beverages and light hors d'oeuvres served. There will also be a short educational program presentation.

The event will take place on Saturday, May 13, 2023 from 2:00 pm to 3:30 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: FEBRUARY 24, 2023
PERMIT NO.: SEP23-00020
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: AFTERNOON TEA
LOCATION OF EVENT: 4109 NE PLEASANT VALLEY ROAD
ATKINS-JOHNSON FARM & MUSEUM
DATE OF EVENT: SATURDAY, MAY 13, 2023
TIME OF EVENT: 2:00 PM TO 3:30 PM
EST. ATTENDANCE: 110±

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.

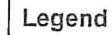
Signed: _____

















Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

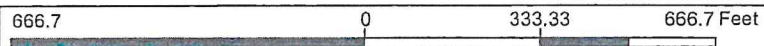
ATTACHMENT(S):

- ☒ Map
☐ Other _____



-  KCPL Lights
-  Gladstone Lights
-  School Point
-  Bike Parking
-  Bus Stop
-  Point of Interest
-  Church
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Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/24/2023

Department: Community Development

Meeting Date Requested: 3/13/2023

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 Children's Garden Day. This event is in partnership with the Master Gardeners of Greater Kansas City. Attendees will learn about gardening and the importance of growing their own food. There will be free children's crafts, activities, recipes, and demonstrations. Garden tours will be available for the attendees and led by experienced master gardeners. The Mid-Continent Public Library will also offer mini-storytimes.

The event will take place at the Atkins-Johnson Farm & Museum on Saturday, July, 15, 2023 from 9:00 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: FEBRUARY 24, 2023
PERMIT No.: SEP23-00021
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: CHILDREN'S GARDEN DAY
LOCATION OF EVENT: 4109 NE PLEASANT VALLEY ROAD
ATKINS-JOHNSON FARM & MUSEUM
DATE OF EVENT: SATURDAY, JULY 15, 2023
TIME OF EVENT: 9:00 AM TO 12:00 PM
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.

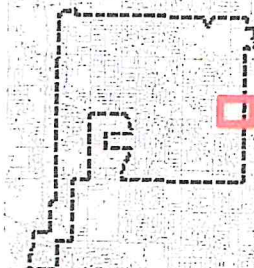
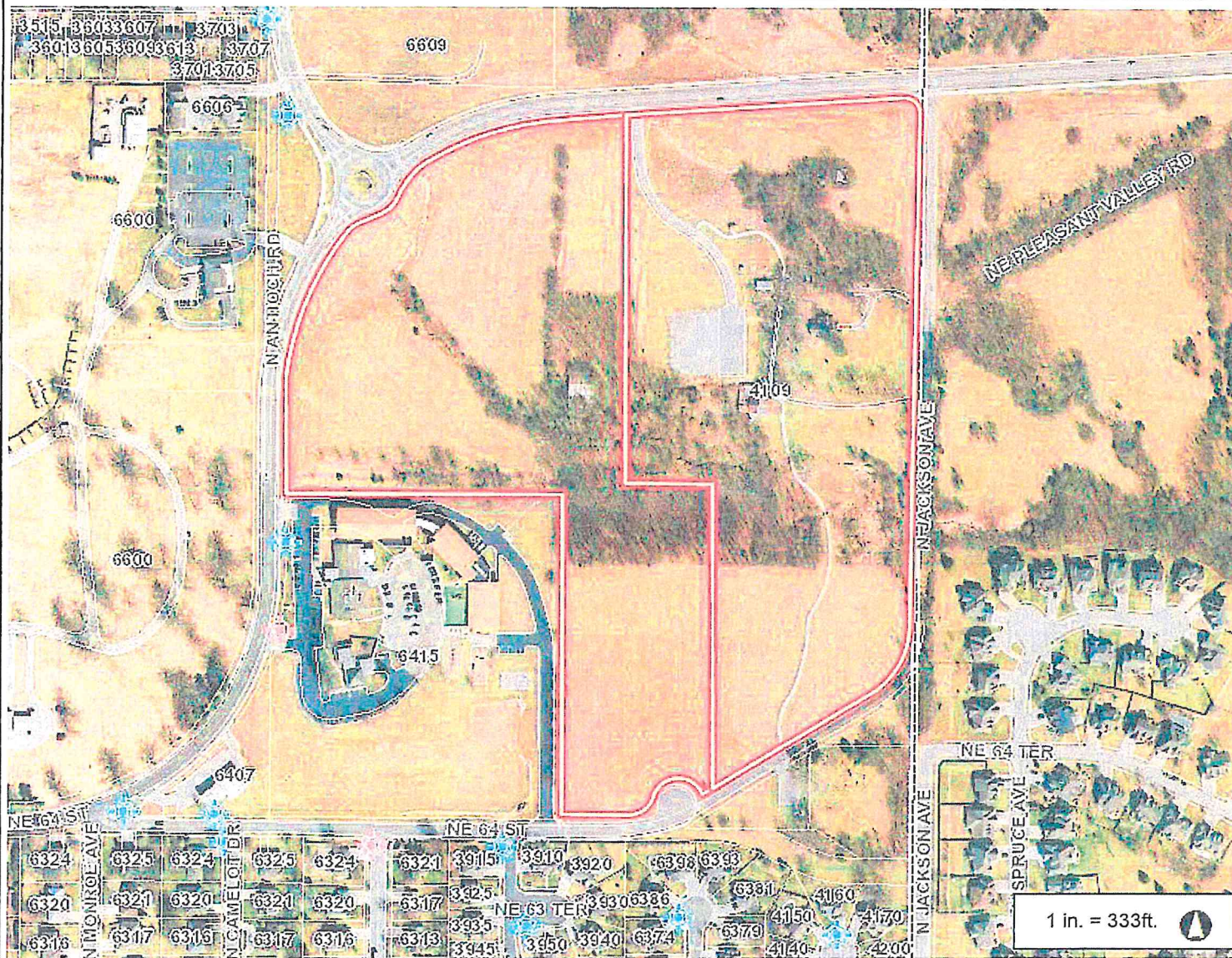
Community Development Administrator | Building Official

ATTACHMENT(S):

- ☒ Map
☐ Other _____



Gladstone, MO



Legend

- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
- Church
- Apartment Point
- Street Centerline
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- Apartment Polygon

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Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 2/27/2023

Department: Community Development

Meeting Date Requested: 3/13/2023

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. This is a Bluegrass concert that will be performed from the front porch of the Atkins-Johnson Farm and Museum. Visitors will be invited to sit on the front lawn of the farm.

The event will begin at 7:00 pm and conclude at 9:00 pm, Saturday, September 16, 2023.

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: FEBRUARY 27, 2023
PERMIT No.: SEP23-00022
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 & MUSEUM
DATE OF EVENT: SATURDAY, SEPTEMBER 16, 2023
TIME OF EVENT: 7:00 PM TO 9:00 PM
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

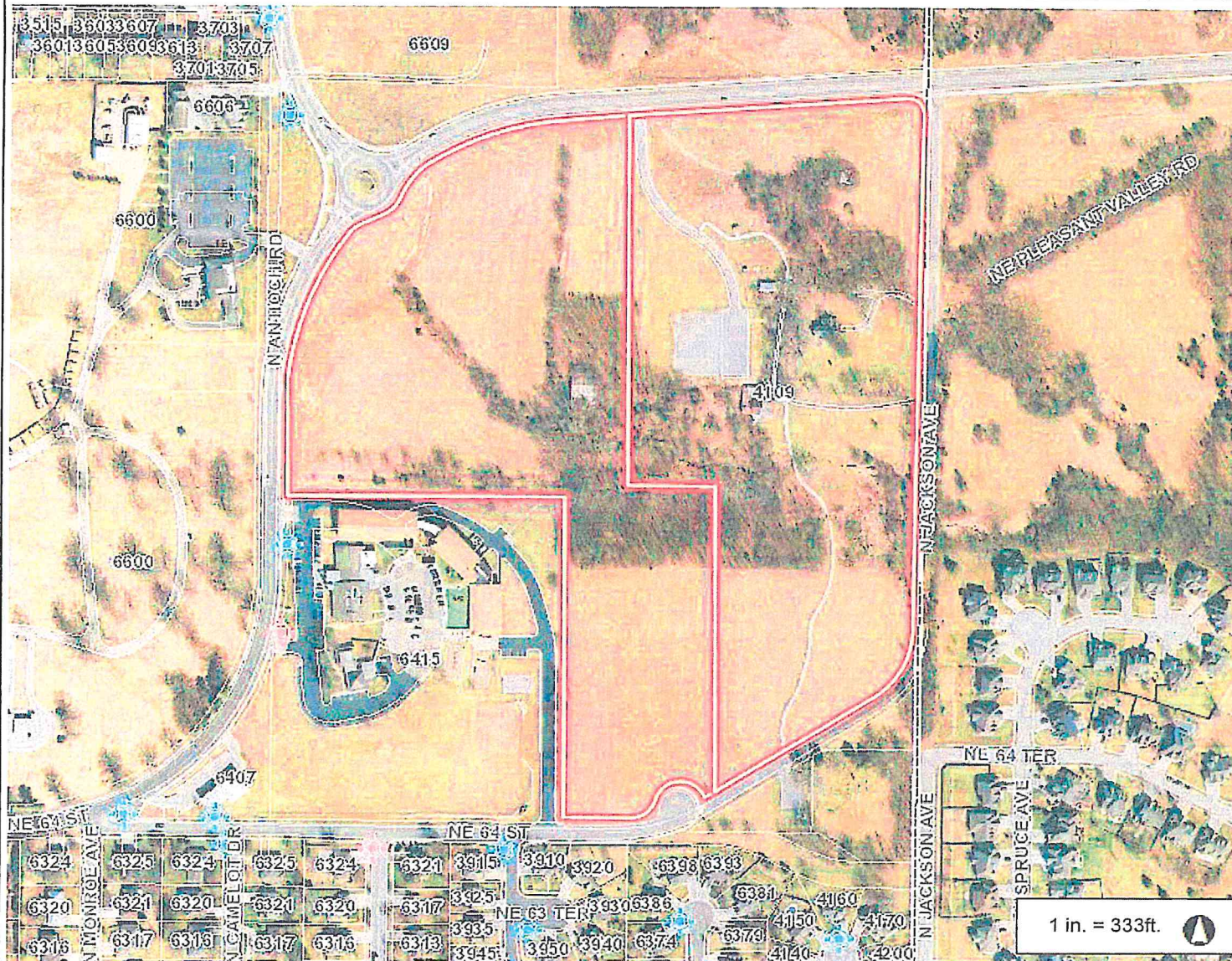
ATTACHMENT(S):

☒ Map

☐ Other _____



Gladstone, MO



Legend

- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
- Church
- Apartment Point
- Street Centerline
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- Driveway
- City Limits
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- Villages
- Apartment Polygon

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Request for Council Action

RES ☐ # City Clerk Only

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 3/1/2023

Department: Community Development

Meeting Date Requested: 3/13/2023

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. 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 and food.

The event will take place at the Atkins-Johnson Farm and Museum on Saturday, September 23, 2023 from 10:00 am to 4:00 pm. There will be two (2) or three (3) 20'x30' tents and six (6) to fifteen (15) 10'x10' tents.

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 1, 2023
PERMIT NO.: SEP23-00023
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: BIG SHOAL COUNTRY FAIR
LOCATION OF EVENT: 4109 NE PLEASANT VALLEY ROAD
ATKINS-JOHNSON FARM & MUSEUM
DATE OF EVENT: SATURDAY, SEPTEMBER 23, 2023
TIME OF EVENT: 10:00 AM TO 4:00 PM
EST. ATTENDANCE: 1200±

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

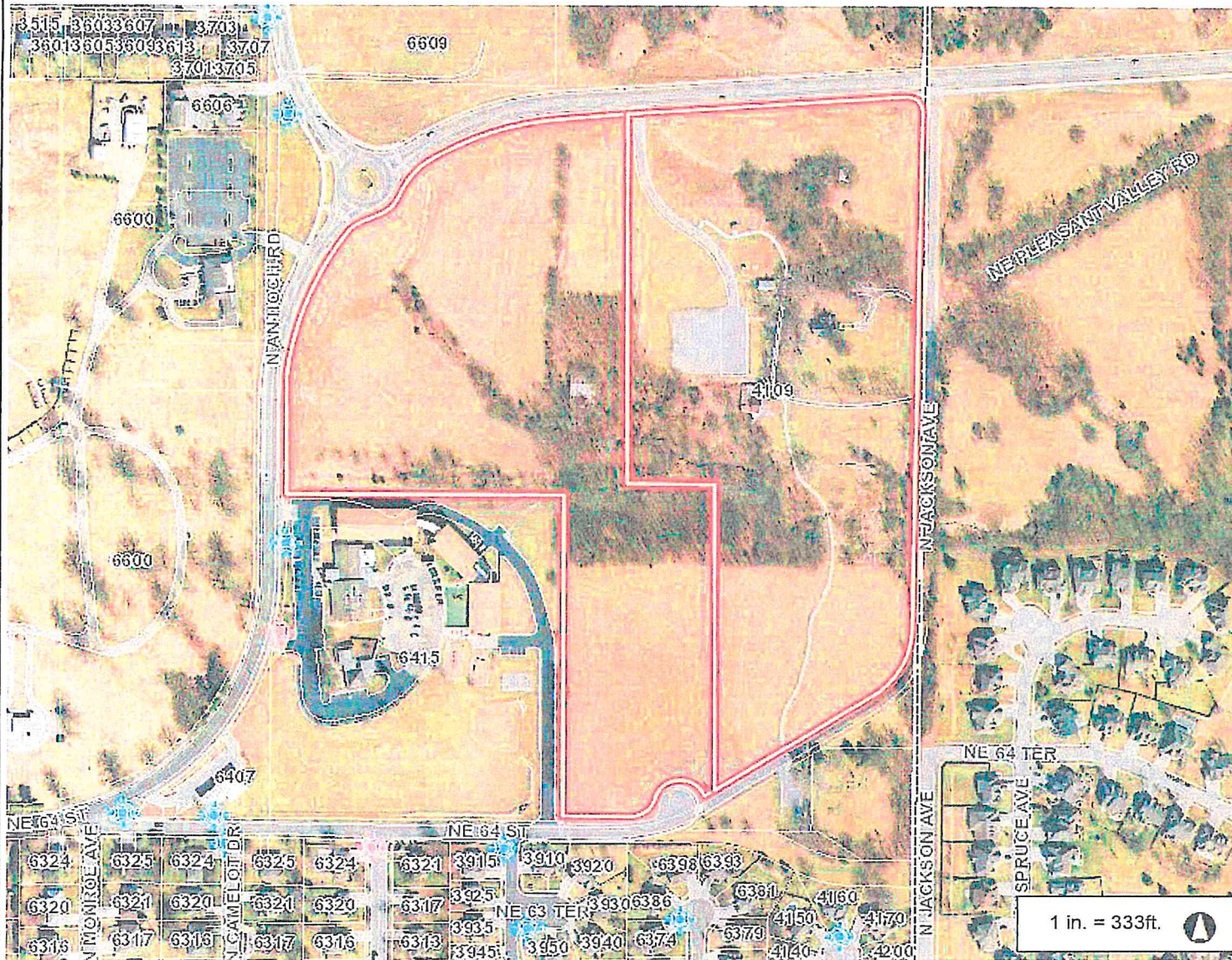
ATTACHMENT(S):

☒ Map

☐ Other _____



Gladstone, MO



Legend

- KCPL Lights
- Gladstone Lights
- School Point
- Bike Parking
- Bus Stop
- Point of Interest
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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: 3/1/2023

Department: Community Development

Meeting Date Requested: 3/13/2023

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 Cemetery Tours. This event will be a candle light tour of the Big Shoal Cemetery with volunteers portraying the cemeteries inhabitants. Two (2) sessions will be hosted. The Atkins-Johnson Farm and Museum will be open and cider will be served.

The event will take place on Saturday, October 21, 2023 from 7:00 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 1, 2023
PERMIT NO.: SEP23-00024
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: CEMETERY TOURS
LOCATION OF EVENT: ATKINS-JOHNSON FARM & MUSEUM
4109 NE PLEASANT VALLEY ROAD
BIG SHOAL CEMETERY
4125 NE 64TH STREET
DATE OF EVENT: SATURDAY, OCTOBER 21, 2023
TIME OF EVENT: 7:00 PM TO 10:00 PM
EST. ATTENDANCE: 50±

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.

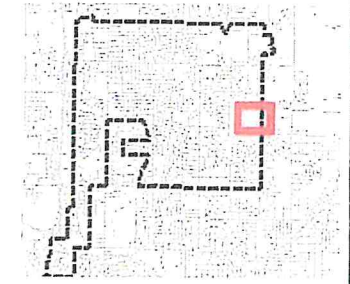
Signed: _____

Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

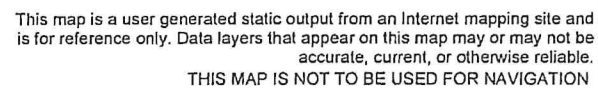
ATTACHMENT(S):

- ☒ Map
☐ Other _____



-  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: 3/1/2023

Department: Community Development

Meeting Date Requested: 3/13/2023

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

Subject: Special Event Permit

Background: The Parks, Recreation and Cultural Arts Department, in conjunction with the Friends of the Atkins-Johnson Farm and Museum, will host the City's Annual Photos and Cookies with Santa along with Holiday Nights. The events will take place at the Atkins Johnson Farm and Museum on Saturday, December 9, 2023 from 10:00 am to 9:00 pm. and will be scheduled as follows:

Photos and Cookies with Santa will be an opportunity for children of all ages to have their picture taken with Santa from 10:00 am to 4:00 pm; cookies and cider will be served.

Holiday Nights will have an open house with cookies, holiday beverages, and children's' crafts. Weather permitting, there will be a luminary trail, carolers, and chestnuts roasting outside on an open fire (fire pit), from 7:00 pm to 9:00 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 1, 2023
PERMIT NO.: SEP23-00025
RE: TYPE 4 OUTDOOR SPECIAL EVENT

NAME OF EVENT: PHOTO AND COOKIES/HOLIDAY NIGHTS
LOCATION OF EVENT: 4109 PLEASANT VALLEY ROAD
ATKINS-JOHNSON FARM & MUSEUM
DATE OF EVENT: SATURDAY, DECEMBER 9, 2023
TIME OF EVENT: 10:00 AM TO 4:00 PM – PHOTOS AND COOKIES WITH SANTA
7:00 PM TO 9:00 PM – HOLIDAY NIGHTS
EST. ATTENDANCE: 800±

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 3.100.060 Burning prohibited generally; exceptions
- ☐ Other – Section _____

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

Signed: _____

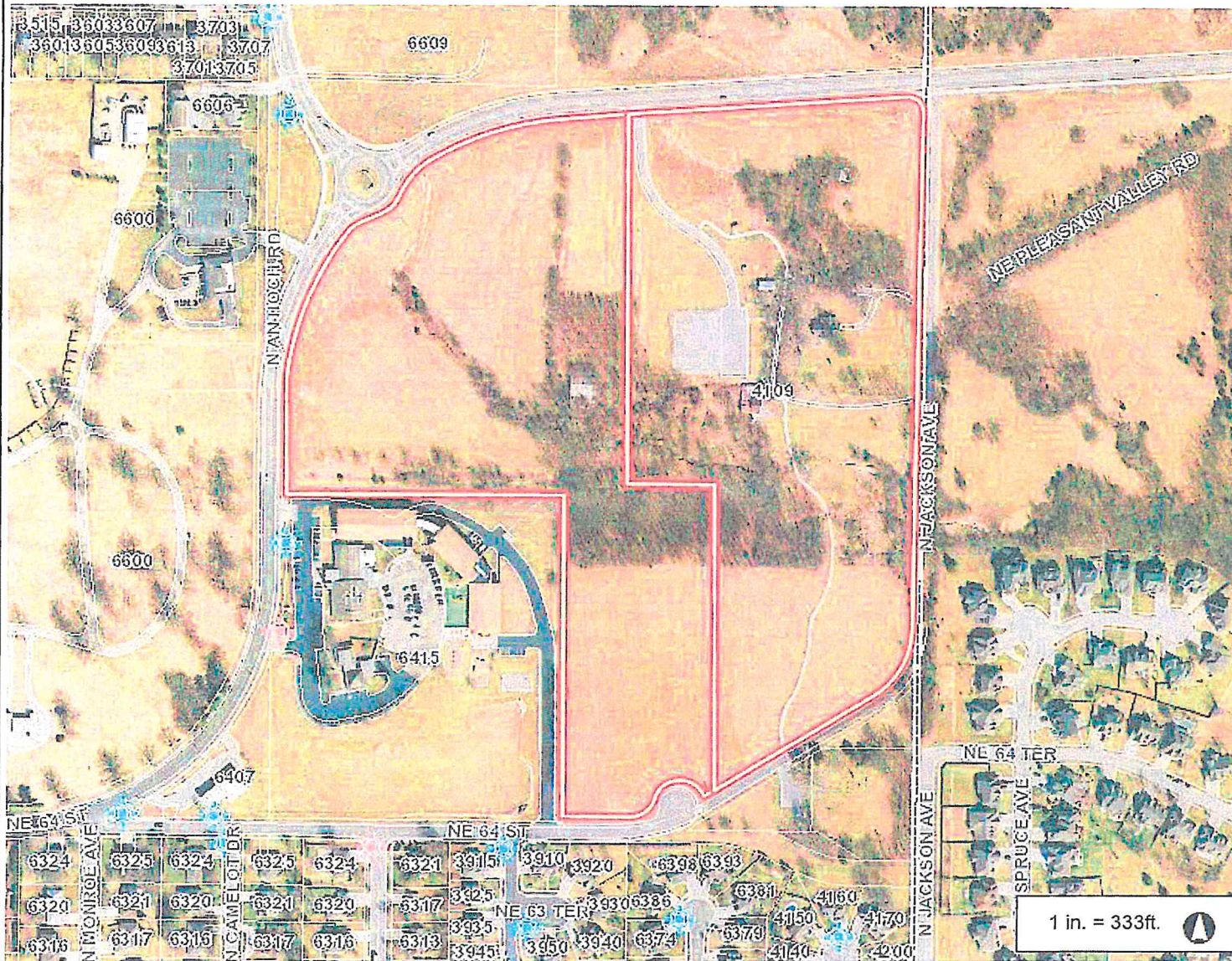
Alan D. Napoli, C.B.O.
Community Development Administrator | Building Official

ATTACHMENT(S):

- ☒ Map
- ☐ Other _____



Gladstone, MO



Legend

- KOPL 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

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Request for Council Action

RES ☒ # R-23-07

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 3/6/2023

Department: Police

Meeting Date Requested: 3/13/2023

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

Subject: A Resolution authorizing the City Manager to enter into a subscription contract to install and maintain twelve (12) fixed Flock Safety License Plate Readers (LPR's) throughout the City of Gladstone. The 60 month locked in price of \$2,500 per camera (\$30,000.00 per year) plus the one-time installation cost of \$350.00 per camera (\$4,200.00) totals \$154,200 over the five-year contract period.

Background: License Plate Reader (LPR) technology has become a staple in contemporary policing. These devices allow the police department to monitor heavily traveled streets in the City and automatically check license plates through the National Crime Intelligence Center (NCIC) for warrants, stolen vehicles, probation/parole violations, missing persons and sex offenders that travel the streets each and every day. A sixty-day trial period by the Gladstone Police Department led to multiple stolen vehicles being recovered and over 30 felony arrests for criminal violations directly tied to the Flock LPR system. The results of this test period far outperformed our expectations. The cost of a subscription for twelve (12) cameras, owned and maintained by the company, are equal to the cost of one, vehicle mounted LPR that we would have been required to own and maintain.

Budget Discussion: Funds are budgeted in the amount of \$34,200 from the General Fund. Ongoing costs are estimated to be \$ 30,000.00 annually. Previous years' funding was \$0.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

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

Fred Farris
Police Chief

JM
City Attorney

SW
City Manager

RESOLUTION NO. 23-07

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM FLOCK SAFETY FOR A FIVE (5) YEAR SUBSCRIPTION FOR TWELVE (12) FIXED LICENSE PLATE READERS AT AN ANNUAL COST OF \$30,000.00 PLUS AN INITIAL INSTALLATION COST OF \$4,200.00.

WHEREAS, License Plate Reader (LPR) technology has been used by the Gladstone Police Department for several years; and,

WHEREAS, a subscription model with the Flock Safety LPR system was tested and found to provide more coverage using fixed cameras throughout the City; and,

WHEREAS, the 2023 Fiscal Year Budget included funds for Law Enforcement Technology.

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 enter into an agreement with Flock Safety for the annual subscription amount of \$30,000.00 for a period of five (5) years plus a one-time installation cost of \$4,200.00; and,

FURTHER, THAT, funds for such purpose are authorized from the FY 2023 General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13TH DAY OF MARCH, 2023.

Bill Garnos, Mayor

ATTEST:

Becky Jarrett, Deputy City Clerk



Request for Council Action

RES ☒ # R-23-08

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 3/2/2023

Department: Police

Meeting Date Requested: 3/13/2023

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

Subject: A Resolution authorizing acceptance of a proposal from Olathe Ford, for the purchase of four (4) 2023 Ford Bronco Sport SUV's at \$30,370 each for the total purchase amount of \$121,480.00.

Background: Historically, Police Department detective and staff vehicles have been repurposed patrol cars. That has proven to be costly to maintain as they are usually high mileage vehicles with no warranty. A plan was approved to replace half of the vehicles this year and half in the next year budget with new, more efficient vehicles. The Ford Bronco Sport was identified as the most cost effective alternative and three bids were obtained. The first was from Ford Direct at \$31,445.00, the second was from Blue Springs Ford at \$32,805.00 and the final bid was from Olathe Ford's Fleet Solutions at \$30,370.00 each. Olathe Ford was the lowest bid and has four vehicles tentatively held for our agency at that price.

Budget Discussion: Funds are budgeted in the amount of \$121,480.00 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution .

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

Fred Farris
Police Chief

JM
City Attorney

SW
City Manager

RESOLUTION NO. 23-08

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM OLATHE FORD, OLATHE, KANSAS, FOR THE PURCHASE OF FOUR (4) 2023 FORD BRONCO SPORT SUV VEHICLES FOR USE AS DETECTIVE VEHICLES AT THE TOTAL PURCHASE AMOUNT OF \$121,480.00.

WHEREAS, three bids were requested for Ford Bronco Sport SUVs and received from Blue Springs Ford, Ford Factory Direct and Olathe Ford; and,

WHEREAS, the lowest bid was received from Olathe Ford at \$30,370.00 per vehicle. It is recommended that the City accept the bid price and purchase four (4) 2023 Ford Bronco Sport SUV Vehicles from Olathe Ford, Olathe, Kansas; and,

WHEREAS, the 2023 Fiscal Year Budget included funds for the purchase of four (4) detective vehicles.

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 the proposal through Olathe Ford for the purchase amount of \$30,370 for each vehicle and a total purchase amount of \$121,480.00; and,

4 – 2023 Ford Bronco Sport SUV Vehicles

TOTAL COST: \$121,480.00

FURTHER, THAT, funds for such purpose are authorized from the FY 2023 General Fund and Public Safety Sales Tax Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13TH DAY OF MARCH, 2023.

Bill Garnos, Mayor

ATTEST:

Becky Jarrett, Deputy City Clerk



Request for Council Action

RES ☒ # R-23-09

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 3/9/2023

Department: General Administration

Meeting Date Requested: 3/13/2023

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

Subject: A Resolution authorizing acceptance of a proposal from Feld Fire, Carroll, Iowa, for the purchase of a 2022 Ford E450 McCoy Miller Type III ambulance for a total purchase amount not to exceed \$216,650.00.

Background: In February 2023, one of the Gladstone ambulances was involved in a vehicle accident as it was responding to an emergency medical call. Another driver failed to yield to the emergency vehicle and pulled out from a parking lot, striking the ambulance in the left front corner and causing enough damage that the ambulance is not repairable. The driver of the vehicle did not have liability insurance and the City was forced to submit a claim to Midwest Public Risk (MPR). The estimated wait time of a new or remounted ambulance is projected to be 2 -2.5 years, due to shortages in obtaining a vehicle chassis. Feld Fire has a remounted ambulance in stock which is immediately available for purchase. The insurance proceeds from the damaged ambulance will cover approximately 60% of the new purchase.

Budget Discussion: Funds are budgeted in the amount of \$216,650.00 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

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

Bob Baer
Department Director/Administrator

JM
City Attorney

SW
City Manager

RESOLUTION NO. R-23-09

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM FELD FIRE, CARROLL, IA, FOR THE PURCHASE OF A 2022 FORD E450 MCCOY MILLER TYPE III AMBULANCE FOR A TOTAL PURCHASE AMOUNT NOT TO EXCEED \$216,650.00.

WHEREAS, the City of Gladstone is in need of an ambulance to replace a 2019 Chevrolet American Response Vehicle Type III ambulance that was damaged beyond repair in a vehicle accident; and

WHEREAS, Feld Fire in Carroll, IA, has an ambulance in their inventory that is immediately available for purchase and comparable to the ambulance needing replaced; and,

WHEREAS, the cost of the replacement ambulance has been determined to be fair and consistent with the current market pricing.

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 the proposal from Feld Fire, Carroll, IA, in an amount not to exceed \$216,650.00 for the purchase of a 2022 Ford E450 McCoy Miller Type III Ambulance.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13TH DAY OF MARCH, 2023.

Bill Garnos, Mayor

ATTEST:

Becky Jarrett, Deputy City Clerk



Request for Council Action

RES ☒ # R-23-10

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 3/7/2023

Department: General Administration

Meeting Date Requested: 3/13/2023

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

Subject: A Resolution authorizing the City Manager to execute an agreement with JAB Technology America, LLC for the purchase of computer towers, monitors, and TV screens for the co-located emergency services communications center in the amount of \$34,918.00.

Background: As construction of the new co-located emergency services dispatch center continues, purchasing of updated equipment is still a priority. New computer terminals and monitors are planned for each work station and new TV screens will be mounted to display the various security camera views monitored by the dispatchers. The purchase of this equipment insures continuity, as each agency dispatch position will have new and matching equipment. The Finance Department solicited and received three (3) bids per City policy; JAB Technology America, LLC provided the lowest bid. The funding source is dedicated ARPA funds designated for dispatch equipment.

Budget Discussion: Funds are budgeted in the amount of \$34,918.00 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

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

Bob Baer
Department Director/Administrator

JM
City Attorney

SW
City Manager

RESOLUTION NO. R-23-10

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JAB TECHNOLOGY AMERICA, LLC FOR THE PURCHASE OF COMPUTER TOWERS, MONITORS AND TV SCREENS FOR THE CO-LOCATED EMERGENCY SERVICES COMMUNICATIONS CENTER IN THE AMOUNT OF \$34,918.00.

WHEREAS, a new emergency services communications center is under construction and will be co-located by Clay County, the City of Liberty, and the City of Gladstone; and

WHEREAS, the purchase of computer towers, monitors, and TV screens is included in the Police Headquarters project; and

WHEREAS, JAB Technology America, LLC, provided the lowest bid for the computer towers, monitors, and TV screens needed to outfit the co-located emergency services communications center.

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 JAB Technology America, LLC for the purchase of computer towers, monitors and, TV screens at a cost not to exceed \$34,918.00.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13TH DAY OF MARCH 2023.

Bill Garnos, Mayor

ATTEST:

Becky Jarrett, Deputy City Clerk



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 23-13

ORD ☒ # 4.632

Date: 3/3/2023

Department: General Administration

Meeting Date Requested: 3/13/2023

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

Subject: Right-of-way License Agreement

Background:

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

Public/Board/Staff Input: The City entered into an agreement with Google in 2013 to provide fiber optic internet and video services. The current agreement provides for a 5% fee on video services. Google has transitioned away from providing video services, but desires to continue providing internet services through the City right-of-way. Instead of the 5% fee on video services, Google proposes a 1% fee on all broadband internet services. With the impact of this charge is difficult to calculate, staff believes it will result in a moderate reduction in revenues in the short term, but also a moderate increase in revenue over the long term.

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

Scott Wingerson
City Manager

JM
City Attorney

AN ORDINANCE AUTHORIZING GOOGLE FIBER MISSOURI, LLC TO OPERATE WITHIN THE RIGHT OF WAYS OF THE CITY OF GLADSTONE TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE FIBER SERVICES AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS THEREWITH.

WHEREAS, Google Fiber Missouri, LLC (“Google”) is desirous of constructing and maintaining a fiber network for video services in the City of Gladstone (“Gladstone”); and

WHEREAS, Gladstone is permitted to license right-of-way users to the extent authorized by Missouri law; and

WHEREAS, the Gladstone City Council encourages development of fiber services to provide residents a broad range of choices and to provide providers equal opportunities to compete and operate in Gladstone; and

WHEREAS, Google has presented a Right-of-Way License Agreement to Gladstone to memorialize the agreement between them for providing fiber services in the city; and

WHEREAS, it is in the best interests of the citizens of Gladstone to permit Google to access the city right-of-way to install and maintain a fiber network for video services.

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

THAT, the City Manager is hereby authorized to execute the Right-of-Way License Agreement;

THAT, further the City Manager is hereby authorized to take such steps, in his discretion, as are necessary to carry out the terms of each agreement.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF MARCH, 2023.

Bill Garnos, Mayor

ATTEST:

Becky Jarrett, Deputy City Clerk

First Reading: March 13, 2023

Second Reading: March 13, 2023

NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement ("**Agreement**") is by and between **Gladstone**, a city organized and existing under the laws of the State of Missouri ("**City**"), and **Google Fiber Missouri, LLC**, a Missouri limited liability company, and its direct parent, and its direct parent's subsidiaries, successors, or assigns ("**Licensee**").

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City ("**Public ROW**").
- B. Licensee owns, maintains, operates, and controls a fiber optic infrastructure network in Public ROW ("**Network**").
- C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").
- D. Prior to the Effective Date (as defined herein), Licensee operated the Network pursuant to an appropriate state or local video services franchise. Licensee may desire to, and City may desire to license Licensee to, continue to use and occupy Public ROW in order to install, operate, and maintain its Network for the purposes of offering certain communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in City ("**Customers**").

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. Upon the License Commencement Date, City grants Licensee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the "**Work**"). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any other City property, including poles and conduits, will be governed under a separate Agreement regarding that use.
- 1.2. License Commencement Date. The License will be effective upon the later of the date on which (a) (i) Licensee has discontinued provision of facilities-based linear video services to Customers, (ii) Licensee has taken all actions necessary under its state or local video services franchise to terminate such franchise and such franchise has

terminated, and (iii) Licensee has notified the City of (i) and (ii); or (b) the Effective Date ("**License Commencement Date**").

- 1.3. Subject to State and Local Law. This Agreement and the License are subject to City's valid authority under state and local laws as they exist now or may be amended from time-to-time, including but not limited to Title VI, Chapter 115 of the Code of Ordinances, as amended, of the City of Gladstone, Missouri ("Code of Ordinances"), and subject to the conditions set forth in this Agreement. If any terms or conditions of this Agreement or the License conflict with the Code of Ordinances, such term shall be subordinate to the requirements set forth in the Code of Ordinances, as amended.
- 1.4. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.5. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.6. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.7. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a city, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.
- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City.

- 2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
 - 2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not (i) cause a public nuisance or (ii) create a risk to the public health, safety, or welfare.
 - 2.6. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage, but no less than City standards and ordinances in effect at the time of repair. Licensee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work provided such extension is for the shortest duration necessary to complete the repair.
 - 2.7. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.
 - 2.8. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network.
3. City's Obligations.
- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities, provided City provides as much prior notice as practicable to Licensee before making an emergency removal or relocation. In any event, City will provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities as soon as practicable following such removal or relocation. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse City under this section will be separate from Licensee's obligation to pay the License Fee (as defined below).
 - 3.2. Relocation. Licensee shall remove, relocate, or adjust its facilities in accordance with Title VI, Chapter 115, and Section 6.115.570 (including each subparagraph thereof) of the Code of Ordinances, as amended.

- 3.3. Non-Discrimination. City will at all times treat Licensee in a non-discriminatory manner with regard to access, use, and occupancy of the Public ROW as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.
 - 3.4. Any agreements between City and Licensee that provide Licensee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer broadband Internet access services, on rates, terms, and conditions that are as favorable as those City provides Licensee for the same access (recognizing that the equivalent consideration afforded by other service providers may be different from the License Fee).
 - 3.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with City standards and ordinances in effect at the time of restoration.
4. Contractors and Subcontractors.
- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
 - 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
 - 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A** ("**Authorized Individuals**"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement provided that the application conforms to all applicable sections of Title VI, Chapter 115 of the Code of Ordinances, as amended.
5. License Fee. Licensee will pay City a fee ("**License Fee**") to compensate City for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other City property as authorized. The License Fee will begin accruing on the License Commencement Date (as defined herein) and will be calculated as set forth in Section 5.1.
- 5.1. License Fee. Licensee will pay City one percent (1%) (the "**Revenue Percentage**") of Gross Revenues for a calendar quarter, remitted within forty five (45) days of the end of each calendar quarter, commencing on the License Commencement Date. The payment will be accompanied by a report showing the basis for the computation and such other relevant facts and/or records as may be required by City to determine the accuracy of the payment. Licensee shall maintain all applicable supporting documentation for a period no less than three (3) years.

5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.

5.1.2. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers, or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;
- (iv) revenue derived from the provision of Broadband Internet Services to Customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
- (v) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;
- (vii) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;
- (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to Customers;
- (ix) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);

- (x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Broadband Internet Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and
 - (xi) sales of capital assets or sales of surplus equipment.
- 5.2. Not a tax or in Lieu of Any Other Tax or Fee: (i) Payment of the License Fee shall not be considered in the nature of a tax. (ii) The License Fee is in addition to all other payments that the Licensee may be required to pay under any federal, state, or local law.
- 5.3. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee.
- 5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within sixty (60) days from the specified due date will be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.
- 5.5. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in applicable law that (i) prohibits collection by any municipality or franchising authority of any fee, including franchise fees, from any provider of video programming or communications services, including broadband Internet services, or (ii) reduces the percentage of revenue on which the fee, including franchise fee, paid by any provider of video programming or communications services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation to pay the Licensee Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which such fees may be based, the Revenue Percentage will be commensurately reduced. Licensee affirms and agrees that as of the Effective Date, Licensee is not a public utility or public utility right-of-way user as such terms are defined by Section 67.1830, RSMo., as amended, and accordingly Section 67.1832 through 67.1848, RSMo., do not apply to this Agreement and Licensee's use of the City right-of-way.
- 6. Defense and Indemnity.
 - 6.1. Obligations. Licensee shall comply with the indemnity requirements set forth in Section 6.115.1130 of the Code of Ordinances, as amended.
 - 6.2. Exclusions. Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.

- 6.3. **Conditions.** Section 6.1 (Obligations) is conditioned on the following: (a) City must promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.
8. **Performance Bond.** Licensee shall comply with the bonding provisions set forth in Section 6.115.1120 of the Code of Ordinances, as amended. The performance bond will remain in full force during the Term of this Agreement. At Licensee's election, any performance bond previously provided by Licensee to City and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.
9. **Insurance.** Licensee shall comply with the insurance requirements set forth in Section 6.115.1110 of the Code of Ordinances, as amended and the maximum amounts of liability set forth in Section 537.610, RSMo, and as adjusted pursuant to Section 537.610.5, RSMo.
10. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the twentieth anniversary of the License Commencement Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.
11. **Termination.**
- 11.1. **Termination by City.** City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.
- 11.2. **Termination by Licensee.** Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

12.1. Notwithstanding the foregoing, or the assignment provisions of Title VI, Chapter 115 of the Code of Ordinances, as amended, Licensee may at any time on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. **Notice.** All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

14. **General Provisions.** This Agreement is governed by the laws of the state where City is located. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes

the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[Signature page follows]

Signed by authorized representatives of the parties on the dates written below.

Google Fiber Missouri, LLC

City of Gladstone

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:

Date: _____

Date: _____

**EXHIBIT A
FORM OF LETTER OF AUTHORIZATION**

LICENSEE LETTERHEAD

[Date]

Via Email (**[Email Address]**)

City of Gladstone

[Addressee]

[Address]

Re: **[Amended]** Letter of Authorization

Dear **[Name]**,

In accordance with Section 4.3 of the Non-Exclusive Public ROW License Agreement dated **[]** between **The City of Gladstone** and **Google Fiber Missouri, LLC ("Google Fiber")**, Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber. ~~If applicable, This letter amends and supersedes the Letter of Authorization dated **[]**.~~

~~Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.~~

1. **Name, Title**
2. **Name, Title**
3. **Name, Title (previously authorized, authorization continues)**
4. **Name, Title (authorization withdrawn)**

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, **Google Fiber Missouri, LLC**



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 23-14

ORD ☒ # 4.633

Date: 3/1/2023

Department: General Administration

Meeting Date Requested: 3/13/2023

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

Subject: Collective Bargaining Agreement between the City of Gladstone and IAFF Local 42.

Background: IAFF Local 42 represents firefighters, EMTs, paramedics, and captains. Over the last several months, the City has been bargaining in good faith with Local 42. Those negotiations have resulted in the attached Collective Bargaining Agreement. This Agreement was ratified by the Local 42 membership on February 28, 2023. Staff recommends approval of this Agreement.

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

Public/Board/Staff Input:

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

Scott Wingerson
City Manager

JM
City Attorney

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 42 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Gladstone, Missouri (the “City”) has recognized the International Association of Fire Fighters, Local No. 42 (the “Union”), as the representative for the purpose of collective bargaining for all full-time members of the City’s Fire Department, and part-time members if any, including Captains, Paramedic-Fire Fighters, and EMT-Fire Fighters; excluding Fire Chief, Battalion Chiefs, Fire Marshal, and clerical staff; and

WHEREAS, the City and the Union have negotiated the terms of a collective bargaining agreement between the parties; and

WHEREAS, on February 28, 2023, the membership of the Union voted to ratify the proposed collective bargaining agreement with the City; and

WHEREAS, the City Council desires to approve the collective bargaining agreement with the Union and authorize the City Manager to execute the agreement on behalf of the City.

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

SECTION 1: The City Manager is hereby authorized to execute the Collective Bargaining Agreement Between the City of Gladstone, Missouri and the International Association of Fire Fighters, Local No. 42 attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF MARCH, 2023.

Bill Garnos, Mayor

ATTEST:

Becky Jarrett, Deputy City Clerk

First Reading: March 13, 2023

Second Reading: March 13, 2023

EXHIBIT A

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF
GLADSTONE, MISSOURI AND THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL NO. 42**

[see attached]

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GLADSTONE, MISSOURI

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 42

THROUGH JUNE 30, 2025

This Agreement is entered into by and between the **CITY OF GLADSTONE, MISSOURI** (the "City"), and the **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION NUMBER 42, GREATER KANSAS CITY FIRE FIGHTERS** (the "Union").

This Agreement represents the total and complete agreement between the City and the Union and its members. The City shall not negotiate or enter into any separate agreement with any member or group of members regarding any term or condition of employment under this Agreement without the Union's approval.

No changes in the language or provisions of this Agreement shall occur without approval of both the majority of the Gladstone Local 42 Union membership and the City Council. Letters of Understanding not inconsistent with this Agreement may be negotiated between Local 42 and the City Manager. All Letters of Understanding shall be numbered, dated and signed or initialed by the Union Officials and the City Manager. Where conflict exists, this Agreement shall supersede all other City policies or Departmental SOGs.

ARTICLE I - RECOGNITION AND UNION SECURITY

Section 1. Recognition

1.1.1 The City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all full-time members of the Gladstone Fire Department, and part-time members if any, including Captains, Paramedic-Fire Fighters, and EMT-Fire Fighters; excluding Fire Chief, Battalion Chiefs, Fire Marshal, and clerical staff.

1.1.2 In the event that the City proposes a new bargaining unit position, the City and the Union shall negotiate over the proposed new position. The City agrees to discuss proposed changes to the qualifications for entry level bargaining unit positions with the Union and allow the Union to make recommendations regarding such changes, prior to implementation.

Section 2. Union Security

1.2.1 The City will not discharge or discriminate against members of the bargaining unit because of membership in the Union or because of lawful Union activities. The Union and its members agree they will at all times respond to fire and emergency calls in a normal manner consistent with the highest standard of patient care and public safety, and will properly maintain all fire and emergency equipment and facilities.

1.2.2 The City and the Union agree not to discriminate against members because of race, religion, color, ancestry, national origin, sex, disability, genetic identity, gender identity, military service status, sexual orientation, or membership in any other protected category under the law.

Section 3. Dues Deduction

1.3.1 The Union shall provide payroll direct deposit forms to the member to complete for automatic payroll direct deposit, to cover union dues, fees, and assessments from the salaries of

those members of the bargaining unit who authorize such in writing (pursuant to the authorization form attached as Appendix A). Such deduction authorizations shall be irrevocable for one (1) year or until the expiration of this Agreement, whichever occurs first. Notice of revocation must be in writing, with a copy to the Union and the City, in accordance with the procedures set forth in the authorization forms.

1.3.2 Amounts withheld pursuant to this Section will be forwarded to the Secretary-Treasurer of the Union on a monthly basis, at the business address specified by the Union, at no cost to the Union. The Union shall provide advance notice of any changes in the amounts for dues and other fees or assessments.

1.3.3 The Union agrees to defend, indemnify and hold the City harmless in the event any member brings a claim against the City based on the City's compliance with the provisions of this Section.

Section 4. Political Action Committee

The City shall provide for the option of contributing to a Political Action Committee(s) or Continuing Committee(s) designated by the Union or member through direct deposit.

Section 5. Union Business

1.5.1 Members who are City employees shall be allowed to perform union business when on duty with full pay, provided their union activities do not interfere in any way with performance of their assigned job functions. City employees who perform union business when off duty shall do so on their own time. In the event City management determines members should perform union business on an uninterrupted basis (e.g. during meetings with management or during collective bargaining), management may release one or more members of the Union's choosing from duty but allow them to remain on the clock. In such cases, the members may be responsible for obtaining coverage for their positions.

Section 6. Union Meetings & Insignia

1.6.1 The Union may hold meetings pertinent to union business on City property, provided that permission for such meeting is obtained in advance from the Fire Chief or his/her designated representative. Except with permission of the Fire Chief, Department apparatus shall not vacate their assigned districts to attend such meetings.

1.6.2 Approved IAFF and/or Local 42 insignia may be displayed on helmets and t-shirts.

Section 7. Notification of Rules

The Union shall be provided a copy of any new Policy or Standard Operating Guideline that is issued, in writing, fifteen (15) calendar days before it becomes effective where practicable. The Union shall have the opportunity to discuss such rule with the Fire Chief within a reasonable period of time after the changes are received.

Section 8. Access to Information

The City agrees to provide the Union with information relevant to the Union's performance of its duties as the exclusive representative of the bargaining unit, upon request. When requested information includes individually identifiable employee medical data subject to the protections of the ADA, the Union shall first obtain a release from the individual member and provide a copy of same to the City. The Union shall treat any information regarding medical calls as strictly confidential and shall only disclose such information to its own officers, attorneys, and individuals involved on the calls.

Section 9. Bulletin Boards

The Union shall be permitted to maintain, at each station house, one bulletin board to be used exclusively for union business.

Section 10. Union Officers

The Union shall promptly notify the City of the identity of its representatives and of any changes in the identity of those individuals. Designated Union representatives shall have the right to assist in the administration of this Agreement and meet and communicate with Union members, provided that such activities do not interfere in any way with the operations of the Department.

Section 11. Political Activity

No appointed officer or member, while in uniform, or on duty, or performing their official duties, or participating in sponsored activities of the City, shall:

- 1) Directly or indirectly promote or oppose a candidate for election to a City or local office, or any local ballot initiative.
- 2) Display or distribute badges, buttons, signs, stickers, or other printed material that indicate support for, or opposition to, a candidate for election to a city, county, state, or federal office, or other political subdivision, or for any local ballot initiative. However, a bumper sticker affixed to any private vehicle shall be permitted.

ARTICLE II - MANAGEMENT RIGHTS AND NO-STRIKE

Section 1. Management Rights

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

1. Determine the mission of the Department;
2. Direct the working forces;
3. Hire, promote, assign, or transfer employees;
4. Discipline or discharge employees for just cause;
5. Change existing methods of operation, facilities, or equipment;
6. Maintain the efficiency of the operation of the Department;
7. Take whatever actions may be necessary to carry out the mission of the Department;
8. Promulgate, make, amend, and/or rescind reasonable policies and SOGs (including but not limited to policies and guidelines governing professional standards, conduct, job performance, attendance, appearance, safety, and other relevant standards of personal behavior) consistent with this Agreement, as provided herein.

Section 2. No-Strike Clause

The Union and its members agree that there will be no strikes, sympathy strikes, work stoppages, sick-outs, slow-downs, sit-downs, refusal to perform work, or job action of any kind, or any other concerted interference with City operations, or use of concerted picketing action directed toward City operations, during the term of this Agreement.

Section 3. Subcontracting

During the term of this Agreement, the City will not contract out work presently performed exclusively by bargaining unit members without fifteen (15) days advance written notice to the Union and negotiations over the impacts to bargaining unit members.

ARTICLE III – SENIORITY

Section 1. Definition

3.1.1 Seniority shall be measured from a member's date of hire full-time. Time in rank shall be measured from a member's last date of promotion or reclassification.

Section 2. Seniority of Returning Members

Employees who terminate employment with the City and are later re-hired shall not receive bargaining unit or time-in-rank seniority based on previous service. Previous service with the City will not be counted for determining amount of vacation or other benefits which are based on actual service.

Section 3. Introductory Period

3.3.1 The City has established, and the Union agreed to, a one (1) year introductory period for newly hired members of the Fire Department. During the introductory period, the grievance arbitration and just cause of this Agreement shall not apply to discipline and discharge decisions, and the Fire Chief shall have the authority to assign such employees to shifts and stations without regard to the seniority-based bidding provisions of the Agreement. Leaves of absence or other extended (more than one week) leave periods shall extend the introductory period by a length of time equal to the leave.

ARTICLE IV – STAFFING, VACANCIES and PROMOTIONS

Section 1. Minimum Staffing

The City shall hire and maintain sufficient personnel to staff the Fire Department with eleven (11) bargaining unit members per shift, and one (1) additional member assigned to fill Kelly-day Paramedic vacancies on any shift. The full complement of bargaining unit members for the Department shall consist of thirty-four (34) employees in total, with sixteen (16) Paramedic positions.

Minimum daily staffing shall consist of eight (8) bargaining unit personnel, four (4) of which shall be Paramedics, two (2) of which shall be Captains (or Paramedics working out-of-class), and two (2) of which shall be EMTs.

Section 2. Vacancies - Fire Fighter

Vacancies in Fire Fighting ranks shall be anticipated by the City so that the City can maintain a pool of applicants from which vacancies can be filled as they occur.

Section 3. Promotions and Vacancies

When promoting an employee to fill any vacancy, the top three candidates from the promotional list shall interview with the Fire Chief, and the Fire Chief shall promote from among those three based on his or her assessment of overall skill, ability, and job performance. In the event the Fire Chief promotes out of the order of the ranked list, written notice including justification will be provided to the Union and to the candidate(s) who were skipped.

Section 4. Bids and Transfers

4.5.1 Daily Reassignment of Personnel. The City retains the right to temporarily reassign a member when the mission of the Department or interest of the community so requires, but re-assignments shall not be used as a form of punishment.

4.5.2 Mandatory Shift Transfers

4.4.2.1 If necessary, the City may require shift transfers between or among members.

4.4.2.2 Personnel affected by such involuntary shift transfers shall be notified a minimum of thirty (30) days prior to the date of any transfer, unless circumstances require immediate transfer (e.g. to address harassment claims).

4.4.2.3 If an involuntary transfer interferes with any scheduled vacation, the member will be given the option of taking the scheduled time as planned or re-scheduling the vacation days affected. Any re-scheduling of vacation under this provision shall be to open days only and the member will not be allowed to displace another member's vacation.

ARTICLE V - GENERAL PROVISIONS

Section 1. Duties

5.1.1 The duties of bargaining unit members of the Gladstone Fire Department shall be those described in and consistent with City Policies and the Standard Operating Guidelines of the department. Members of the Gladstone Fire Department shall not be detailed to duties unrelated to the mission of the Fire Department, except as may be required in situations of emergency and then only for the duration of the emergency.

5.1.2 In the event of an emergency as declared by the Governor of the State of Missouri,

or the City, those duties shall be whatever is necessary to carry out the mission of the City.

5.1.3 No member will be sent into an active crime scene area until such area has been secured by law enforcement. As used in this Agreement, "active crime scene" means an area which a crime or potentially violent situation is in progress and which has not yet been secured by law enforcement personnel.

Section 2. Training, Inspections and Activities

5.2.1 Training and inspections are a regular and normal part of the duties of members in the bargaining unit. However, firefighting units will not be required to engage in certain activities under the conditions set forth below:

5.2.2 Prescribed outside training or activities will not be required of firefighting units during periods of lightning or thunderstorms at the training site or when the temperature is below 35 degrees F or above 95 degrees F.

5.2.3 Outdoor routine inspections or preventative maintenance will be deferred during periods of the day when the temperature is below 32 degrees F or above 95 degrees F if it is reasonably possible and does not interfere with the mission of the City.

5.2.4 The above temperature limitations may be suspended by the Fire Chief when temperatures above or below the designated limits continue for an unusually long period of time, when the mission of the City would be impaired by a continued suspension of training or inspection or preventative maintenance activity, or when it is a weather-related training activity i.e., ice rescue, water rescue. The temperatures mentioned above are official National Weather Service outside temperatures recorded at the Kansas City International Airport.

5.2.5 Bargaining unit members will be permitted to wear a Department-approved T-shirt during any training activity when the temperature is above 75 degrees F, provided proper PPE for the specific training is worn as necessary.

Section 3. Standby Time

Standby time shall be the hours from 1700 until 0800 each day. Routine inspections, training, and testing should not be scheduled during standby time. Standby time is defined as the hours of a shift outside normal working hours, in which no routine activities will be scheduled. During the standby time period, equipment will be maintained in a manner that ensures readiness to respond to any emergency situation. Both parties agree that special circumstances may arise which require that some duties be performed during standby time to further the mission and goals of the Fire Department (e.g., to abate a life safety hazard in a place of public assembly, special evening training, or other activities).

Section 4. Facilities

The City will properly maintain its fire stations to ensure reasonable living conditions for department personnel at all times.

ARTICLE VI - HOURS AND OVERTIME

Section 1. Hours

6.1.1 Bargaining unit members will be scheduled to work 24 hours on duty, followed by 48 hours off duty, on a 212 hour/28-day work period FLSA cycle.

6.1.2 Bargaining unit members will schedule 4 Kelly (unpaid, non-working) days per

calendar year, chosen in seniority order.

Section 2. Trading Time

The trading of time by members is permitted provided that the member trading into the shift is qualified to perform the duties of the member trading out of the shift, all affected shift Captains are notified at least 24 hours in advance, and all trades occur within the same 28-day FLSA cycle. Trades must be documented in a manner that allows the City to historically determine which person actually worked on any given date or shift.

Section 3. Overtime

6.3.1 Bargaining unit members shall be paid overtime at the rate of time-and-one-half for all hours actually worked in excess 212 hours in any 28-day work period.

6.3.2 In the event that the Department is unable to meet minimum staffing requirements with voluntary overtime, mandatory overtime will be enforced. Members will be mandated in reverse seniority order of those not on duty during the overtime shift needing filled. Members who take voluntary overtime will be excluded from the mandatory overtime list for a period of two (2) weeks after each overtime shift they work, provided other qualified personnel are available. Each member shall have the right to exercise two (2) refusals of mandatory overtime per calendar year, provided other qualified personnel are available. The seniority lists for mandatory overtime will reset at 12:01 a.m. on January 1st of each year.

Section 4. Callback Pay

6.4.1. Any bargaining unit member who is called back to work for after leaving their regular shift shall be compensated for a minimum of two (2) hours of work or the actual

time worked, whichever is greater, at the rate of time and one-half, regardless of the number of hours worked during that pay period. Callback pay does not apply to extra work immediately prior to or following a member's worked shift.

ARTICLE VII - VACATIONS, HOLIDAYS, AND SPECIAL LEAVE

Section 1. Vacations

7.1.1 Vacation leave shall be earned, accrued, and used consistent with City policy.

7.1.2. Full-time members who are terminated or resign with less than six (6) months of service will not be paid for any accrued vacation time. Upon termination or resignation, after six (6) months of service, the member shall be compensated for all accrued, unused vacation leave at the member's hourly rate at the time used or paid out. In case of death, compensation shall be paid to the beneficiary or executor of the member's estate.

Section 2. Holidays

7.2.1 Bargaining unit members shall receive holiday as provided under City policy.

Section 3. Funeral Leave

7.3.1 Bargaining unit members shall be eligible for paid funeral leave as provided under City policy.

Section 4. Leave of Absence

7.4.1 A leave of absence without pay may also be granted by the City Manager for special circumstances. The member on leave of absence without pay must submit any

monthly deduction normally taken from his/her paycheck for all insurance plans in order to continue coverage while on leave. The City's portion of the monthly insurance premium will be continued for a period up to 90 days. Premium payments shall be made to the City by the first day of each month for the duration of the leave of absence.

Section 5. Jury Leave/Court Appearances

Section 7.5.1. Jury Duty. Bargaining unit members shall be entitled to paid time off consistent with City policy.

Section 7.5.2. Court Appearances. If any bargaining unit member is summoned to testify in a legal proceeding as a result of his or her performance of official duties, the member shall be granted paid time off. If any bargaining unit member participates in a legal proceeding either as a party or a witness for any other reason, the member shall be allowed to use available vacation or granted time off without pay.

Section 6. Family and Medical Leave

Section 7.6.1. Bargaining unit members shall be entitled to take Family and Medical Leave as provided in City policy and consistent with Federal law.

ARTICLE VIII - CLOTHING

Section 1. Issued Uniform

8.1.1 The City shall furnish uniforms and NFPA-compliant personal protective equipment to all bargaining unit members, which shall be replaced at the City's expense when worn out through normal use or destroyed or damaged beyond repair. Employees may be held financially responsible for loss resulting from gross negligence or misconduct. The clothing issued to all bargaining unit

members shall consist of a minimum of:

- A. 2 sets Bunker Pants, Coat, Hood, Gloves [pending grant approval for new gear]
- B. 1 set Boots, Helmet, SCBA Facepiece
- C. Class A Shirt
- D. Uniform Pants – Navy Blue
- E. Nametag
- F. Badge – Silver
- G. Collar Brass – Silver
- H. GFD – Jobshirt
- I. GFD – Winter Hat
- J. Winter Coat

8.1.2 Issued items worn out, damaged, lost or stolen will be replaced one for one. Replacement shall be at the City's cost, unless the item was lost, damaged, or stolen due to the member's gross negligence or misconduct. The member shall notify his or her shift Captain in writing to request repair or replacement as soon as possible.

ARTICLE IX – INSURANCE AND BENEFITS

Section 1. Medical Insurance

9.1.1 Bargaining unit members shall participate in the City's health insurance program on the same basis as all other City employees.

Section 2. Life Insurance Coverage and Accidental Death and Dismemberment Insurance.

9.2.1 Bargaining unit members shall participate in the City's Life Insurance and AD&D benefit programs on the same basis as all other City employees.

Section 3. Disability Insurance.

9.3.1 Bargaining unit members shall participate in the City's Long Term Disability benefit program on the same basis as all other City employees.

Section 4. Benefits Advisory Committee

9.4.1 The Union shall have the right to appoint one member to the Benefits Advisory Committee. The City will present and discuss any changes to its employee benefit programs with the Committee prior to implementation.

Section 5. Retirement Benefits

9.5.1 Bargaining unit members shall participate in the City's retirement programs on the same basis as all other City employees. During the term of this Agreement, bargaining unit members' Missouri LAGERS benefits shall not be reduced, nor shall the percentage contributed by members be increased, without first entering into good faith negotiations with the Union over any such changes.

ARTICLE X - SICK LEAVE

Section 1. Uses and accrual.

10.1.1 Sick leave may be used for temporary absence due to illness or injury, including healthcare appointments. Sick leave may be used for the member, or the member's immediate family, including, but not limited to: spouse, parents, siblings, children, grandparents, grandchildren, in-laws and step relations. Sick leave shall run concurrently with FMLA leave, where applicable.

10.1.2 Bargaining unit members shall accrue, use, and be paid for sick leave upon separation on the same basis as all other City employees.

10.1.3 Allegations of sick leave abuse may be investigated. Any discipline arising from such investigation will comport with the just cause provisions of this Agreement and be subject to the grievance procedure.

ARTICLE XI - INJURIES ON JOB

11.1.1 Bargaining unit members who are unable to work due to an on-the-job injury or accident shall receive pay and benefits as provided under City policy and consistent with State law.

ARTICLE XII – PAY

Section 1. Wages

12.1.1 **Wage Increases.** All bargaining unit members shall receive pay increases in the amount of 3% on November 1, 2023 and 3% on November 1, 2024.

12.1.2 **No “Topped Out” Personnel During the Life of this Agreement.** The existing City of Gladstone, MO EMS/Fire Pay Structure shall remain in place throughout the term of this Agreement. However, any employee who has reached the top step in the pay structure by November 1, 2023, and/or November 1, 2024, shall still receive their scheduled 3% increase as set out above.

12.1.3 **New Hires.** Newly hired employees will start at the appropriate step based on their job classification and any credited prior experience, as determined by the Fire Chief. New hires who start between November 1 and April 30 shall receive their first increase on the next following November 1. New hires who start between May 1 and October 31 in any given year will receive

their first increase on November 1 in the next upcoming calendar year.

12.1.4 Promotions. Employees who are promoted will move immediately to the lowest step in the Pay Structure for the promoted position that constitutes a pay increase in any amount. On the next upcoming November 1 following the promotion, they will move up to the next higher step in the Pay Structure within their new classification.

Section 2. Work Out of Class (WOC) Incentive

12.2.1 Members assigned to work out of class to fulfill the role of Captain or Battalion Chief for two or more consecutive shifts will receive an additional \$25.00 for all shifts worked in that capacity. The WOC incentive does not apply to voluntary shift trades.

ARTICLE XIII - DISCIPLINARY PROCEEDINGS

Any time an employee is called before an officer or a supervisor outside the bargaining unit for the purpose of considering or executing disciplinary action, the employee shall have the right to be represented by the Union. The member shall be given adequate time to obtain such representation upon request, which representation must be available no later than the member's next-upcoming shift, unless the parties agree otherwise due to extraordinary circumstances.

The right to Union representation, as referenced above, includes occasions when members are formally confronted by officers or supervisors outside the bargaining unit for any reason that is reasonably contemplated to lead to disciplinary action, including: an investigatory interview; a formal meeting to consider a problem related to performance, behavior or conduct; and/or proceedings in which discipline is discussed or administered. Such right is not intended to arise in the day-to-day communications between employees and supervisors nor in the case when a supervisor is discussing or presenting an employee's regular performance evaluation.

Two (2) Union representatives and two (2) Management representatives will be the normal limits allowed for the purposes of considering grievances and discipline.

The City is committed to a process of progressive discipline. The specific level of discipline issued in each case shall depend on the overall seriousness of the behavior or performance problem, any mitigating or aggravating circumstances, and the member's overall work record with the City. Bargaining unit members shall not be disciplined without just cause.

ARTICLE XIV- GRIEVANCE PROCEDURE

The following procedure is established for the prompt resolution of grievances or disputes which may arise out of the interpretation or application of this Agreement or arising out of disciplinary action, above a verbal warning. The grievance and arbitration procedure established herein shall constitute the exclusive method for resolving any dispute regarding the application or interpretation of this Agreement, including but not limited to any claim that the City has issued discipline without just cause.

Section 1. Grievances

Step One:

On behalf of a member or members, the Union shall first present a grievance in writing to the supervisor under whose authority the grievance occurred, within fifteen (15) calendar days of the action or incident in question. If the grievance involves the supervisor in question, the grievance may be submitted directly to the Fire Chief, or in the case of extended absence his or her designee, as set forth in Step Two below. An appropriate investigation regarding the circumstances giving rise to the grievance will be conducted. An answer to the grievance will be provided to the Union within fifteen (15) calendar days after it is presented.

Step Two:

If the matter is not satisfactorily resolved in Step One, the employee with the Union may within fifteen (15) calendar days of receiving the answer at Step One advance the grievance to the Fire Chief. The Fire Chief shall meet with the employee and the Union to further consider the grievance. The Fire Chief will consider the facts presented by the employee and the Union and may, if necessary, conduct an additional investigation. The Fire Chief shall issue his/her decision in writing within fifteen (15) calendar days of the meeting with the employee and the Union.

Step Three:

If the matter is not satisfactorily resolved in Step Two, the Union may within-fifteen (15) calendar days of receiving the answer at Step Two advance the grievance to the City Manager. The City Manager shall meet with the employee, the Union, and any members of Management the City Manager wishes to invite, to further consider the grievance. The City Manager will consider the facts presented by the employee and the Union and, may if necessary, conduct an additional investigation. The City Manager shall issue his/her decision in writing, within thirty (30) calendar days of the meeting with the employee and the Union.

Grievances involving termination for cause shall be submitted to the City Manager at Step Three within fifteen (15) calendar days of the effective date of the termination.

Section 2. Union Grievances

The Union may directly initiate a grievance involving the interpretation or application of this Agreement or matters beyond the jurisdiction of any one supervisor at the supervisory level implicated or at one (1) level above such supervisory level. Such grievances will be processed in accordance with the Steps and time frames set forth above.

Section 4. Final Arbitration

Grievances may be settled at any of the Steps of the grievance procedure and if the resolution is reduced to writing and signed by both the City and the Union, such resolution shall be final to the grievance. Grievance settlements shall not set a precedent between the parties unless the written settlement expressly states that it is intended to set a precedent and is signed by the City Manager and a duly appointed representative of the Union.

If the grievance is not resolved by the steps set forth above, the matter may be submitted to binding arbitration at the request of either the City or the Union. In the event that the parties cannot agree upon an arbitrator, the arbitrator will be selected from a sub-regional panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. Prior to striking the panel, each party will have the right to reject one FMCS panel if it is deemed unacceptable by the party. The parties will successively strike names from the FMCS panel until the name of one (1) arbitrator remains, who shall be the arbitrator empowered to resolve the grievance. The parties will flip a coin to determine which party takes the first strike. Each party shall bear its own costs of arbitration. The parties will share the cost of the arbitrator and any court reporter equally between them.

Section 5. Time Limits

The time limits set forth in this Article are binding, unless waived by mutual agreement of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure of the City to respond within the time limits set forth above shall result in the grievance automatically moving to the next step. Failure of the employee and/or the Union to comply with the time limits shall result in the grievance being dropped.

ARTICLE XV - LABOR MANAGEMENT COMMITTEE

Section 1. Composition

There will be a Labor-Management Committee with equal representation from the City and the Union. This committee shall be co-chaired. The co-chair persons are responsible for preparing a written agenda at least ten (10) calendar days in advance of the meeting.

Section 2. Meeting Times

The Committee shall meet at least each quarter at a time agreeable to both parties. The Committee shall also be convened within ten (10) calendar days of a request from either the Union or the City to address issues of a critical or emergency nature.

Section 3. Informal Labor-Management Communication

This committee does not preclude officers or other supervisors of the Fire Department from meeting with Stewards or other designated Union representatives on an informal basis.

Section 4. Scope

This committee is not vested with the power to change, modify, or alter this Agreement.

Section 5. Purpose

The purpose of this committee is to facilitate harmonious Labor-Management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussions regarding the implementation of any new policies or procedures that may affect the bargaining unit members.

ARTICLE XVI – MISCELLANEOUS

Section 1. Reductions

16.1.1 In the event The City determines that there is a budgetary need or other good reason to reduce the workforce of the Fire Department, members of the Fire Department performing bargaining unit work shall be demoted, furloughed and/or laid off in the following order:

1. Members serving their introductory period;
2. Members who have completed their introductory period.

16.1.2. Members shall be identified for reduction in force on the basis of seniority within their rank. In cases of identical seniority, in rank, the order of reduction shall be determined by each member's original place on the applicable promotional or hiring list.

16.1.3 Regular members and the Union shall be given at least ninety (90) calendar days' notice of any reduction in force, if practical. In no event shall members of the Union be given less than fifteen (15) calendar days advance notice, or pay in lieu thereof, prior to any reduction in force. Such notice to the Union shall be by email or hand-delivery, and shall include the reasons for the reduction in force.

16.1.4 In the event a bargaining unit member is to be furloughed or laid off in excess of sixty (60) days, s/he may, at his/her option, be paid for any accrued leave as if s/he was separating from service due to retirement.

16.1.5 Any member who believes s/he has been improperly demoted, furloughed, or laid off shall have the right to appeal such action through the grievance procedure.

16.1.6 Members furloughed or laid off will retain the right to be re-employed in reverse order of the furlough or layoff for a period of two (2) years. A member who accepts recall will be expected to report within fifteen (15) calendar days.

ARTICLE XVII - SAVINGS CLAUSE

Section 1. Savings Clause

17.1.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any Court action, legislation, or regulation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XVIII - TERM OF AGREEMENT

Section 1. Term of Agreement

This Agreement shall be effective upon ratification by the bargaining unit and approval by the City Council, and shall remain in full force and effect until June 30, 2025. It shall be automatically renewed thereafter and remain in effect from year to year thereafter, unless either party notifies the other, in writing, prior to the expiration date, of a desire to modify the agreement. Such notification may be made between December 1st and December 31st, prior to expiration.

Section 2. Negotiations

18.2.1 Negotiations shall commence within a reasonable period following either party's notification that it desires to modify or amend this agreement.

18.2.2 This Agreement shall remain in full force and effect during the period of negotiations, until such time as the parties reach either agreement or impasse.

FOR THE UNION:

Dan Heizman, President

Eric Rose, Secretary/Treasurer

FOR THE CITY:

Scott Wingerson, City Manager

**PAYROLL DEDUCTION AUTHORIZATION
FOR
UNION DUES**

NAME:

ADDRESS:

LAST FOUR DIGITS OF EMPLOYEE'S SSN:

Effective this date, I hereby authorize the City of Gladstone, Missouri to deduct from my pay an amount equal to the dues charged members of Local No. 42 of the International Association of Fire Fighters (Local No. 42), including any amounts for other fees and/or assessments appropriately levied by the membership of Local No. 42. Currently, Local No. 42's membership dues are in the amount of _____ each pay period (assuming twenty-six pay periods per year), as established by official action of the membership of Local No. 42.

I further authorize that amounts equal to future dues, fees and assessments are to be deducted from my pay at the rate established by appropriate action of the membership of Local No. 42, when such adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment, so long as the Union provides timely notice to the City of the new deduction rate.

This authorization shall be irrevocable for one (1) year or until the expiration of the Agreement,

whichever occurs first. Thereafter, revocation may be made by written notice to the Union, by certified mail, postmarked within seven (7) days of the anniversary of this Authorization, and by written notice delivered in person or via email to the Payroll Department of City of Gladstone, Missouri, also within seven (7) days of the anniversary date of this Authorization.

This authorization is in no way contingent upon my status as a member of Local No. 42.

SIGNATURE

DATE