



**CITY COUNCIL MEETING  
GLADSTONE COMMUNITY CENTER  
6901 NORTH HOLMES  
GLADSTONE, MISSOURI  
MONDAY, JANUARY 22, 2024**

**OPEN STUDY SESSION 6:45 PM**

1. Gladstone Board and Commission Interview.
2. University of Missouri Extension – Eugene Suter will present the vision and mission of the Extension in the community.
3. Certificates of Participation – Director Accurso will present the projected funding for 2024.

**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 January 8, 2024, Closed City Council Meeting Minutes.
6. Approval of the January 8, 2024, Regular City Council Meeting Minutes.
7. **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.*

8. **Communications from City Council.**
  - Mayor's Christmas Tree Check Presentations.
9. **Communications from the City Manager.**
10. **CONSENT AGENDA**

**RESOLUTION R-24-02**, A Resolution authorizing execution of a contract with JK Designs, Inc., doing business as The National Sculptors' Guild in the amount of \$50,000.00 for the commission of an art sculpture for installation at the Northeast parking lot entrance to Oak Grove Park.

**CONSIDER FINANCIAL REPORT FOR 6 MONTHS ENDING DECEMBER 31, 2023.**

**REGULAR AGENDA**

11. **FIRST READING BILL NO. 24-05**, An Ordinance amending Section 1.110.010 of the Code of Ordinances of the City of Gladstone, Missouri, pertaining to members of the Boards, Commissions, and Committees.
12. **FIRST READING BILL NO. 24-06**, An Ordinance authorizing the City Manager to enter into a Fifth Addendum to the Cooperation and Use Agreement between the North Kansas City School District and the City of Gladstone, Missouri, providing for the amended terms of the agreement.
13. **FIRST READING BILL NO. 24-07**, An Ordinance authorizing the City of Gladstone, Missouri, to enter into a Lease Purchase Agreement with Security Bank of Kansas City whereby the City will lease certain property from the bank; approving a Declaration of Trust between Security Bank of Kansas City and the City pursuant to which certain Certificates of Participation will be executed and delivered for the purpose of financing certain project costs for the City; and approving certain other documents and the taking of certain actions necessary to deliver the Certificates of Participation.

- 14. FIRST READING BILL NO. 24-08,** An Ordinance approving a Collective Bargaining Agreement with the Fraternal Order of Police, Lodge 50 for supervisory, commissioned Police Department personnel and authorizing the City Manager to execute the agreement.
- 15. Other Business.**
- 16. Adjournment.**

Representatives of the News Media may obtain copies of this notice by contacting:

City Clerk Kris Keller  
City of Gladstone  
7010 North Holmes  
Gladstone, MO 64118  
816-423-4096

Posted at 4:00 pm  
January 18, 2024



**James Lyen**  
3141 NE 59<sup>th</sup> Terrace, 64119  
Cell: 913-908-4478  
James.p@lyen-consulting.com

**Jan. 22, 2024**

**Preferred Board:** Arts Commission

**Interest:** I graduated from the Gladstone Citizens Academy - Class of 2018. My schedule did not permit me to apply to serve until the present time.

**Do you foresee any problems attending meetings on a regular basis:** No

**Gladstone Resident:** 5 Years    **Northland Resident:** Since 2015

**Neighborhood:** Kendallwood Apartment community

**Gladstone Strengths:** Right development in the downtown core. Competent and strong City Hall leadership from the City Manager and otherwise.

**Have you been involved with a Neighborhood Group or other Non-Profit:** Yes

**Key Issues facing Gladstone in the next 5-10 years:** Future development opportunity including, though not limited to, commercial renovations on both Antioch and North Oak Trafficway. Several areas could use some serious facelifts and clean up to improve the overall corridors. Either complete tear downs and re-builds or proper renovations similar to what is happening in Prairie Village, Overland Park, Mission, etc.

**Your experience that would qualify you to serve:** As I stated to City Hall in a recent email, I am happy to serve wherever the City feels my applicable personal and professional background will best serve the City of Gladstone. Feel free to connect to my LinkedIn profile to review my credentials.

**Have you attended any of the Board/Commissions for which you are applying:** No.

**Occupation:** Principal/Owner - Self Employed

**NOTES**

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## ***Department of General Administration Memorandum***

DATE: January 18, 2024

TO: City Council

FROM: Robert M. Baer, City Manager *BB*

SUBJECT: University of Missouri Extension Presentation

After serving as the City of Gladstone representative on the Clay County University of Missouri Extension Council, Eugene Suter has announced his plans to retire from that position. As a result, Sharon Euler has been appointed by the City Council as the new Gladstone representative on the Extension Council. Prior to leaving his position, Mr. Suter will provide a brief overview of the programs and services provided by the University of Missouri Extension during the Open Study Session prior to the January 22, 2024 City Council meeting.






# Extension

*University of Missouri*

**Eugene Suter**  
*Council Chair, Clay County*  
**University of Missouri Extension**





Our land-grant Mission is to bring Mizzou to you, we bring research base knowledge to the residence of the county to help the people, business and municipalities make informed decisions and improve quality of life.

Our main named programs or services are

- Nutrition & Community Health
- Workforce Development
- Horticulture & Agriculture
- Volunteer Income Tax Assistance/
  - Financial literacy - Tax Preparation
- 4-H Youth Development
- Community Development and Arts









## MU Extension Community Arts Program

**The Community Arts Program (CAP)** is a three-way partnership between MU Extension, the University of Missouri, and Missouri communities to promote and foster arts-based community and economic development.

We do this by:



- Helping communities develop festivals and fairs
- Arts consultation for individuals, organizations and municipalities
- Arts advocacy and resource development
- Educational mini-webinars



## Nutrition and Health Education



**Food Preservation Basics** (food science and safety) program with MCPL across the region. More detailed Food Preservation hands-on and demonstration classes at MCPL Green Hills branch *coming up this fall*.

**Senior Farmers Market Nutrition Program** – (Across our service area, we have enrolled almost **950** people and have distributed more than **\$47,000** to seniors, that when redeemed goes into the Missouri agriculture economy.)

We offer live and virtual **Chronic Disease Self-Management classes**

Programs centered on helping seniors stay strong and fall prevention are available.






## 4-H (Youth Program)








**Summer:**

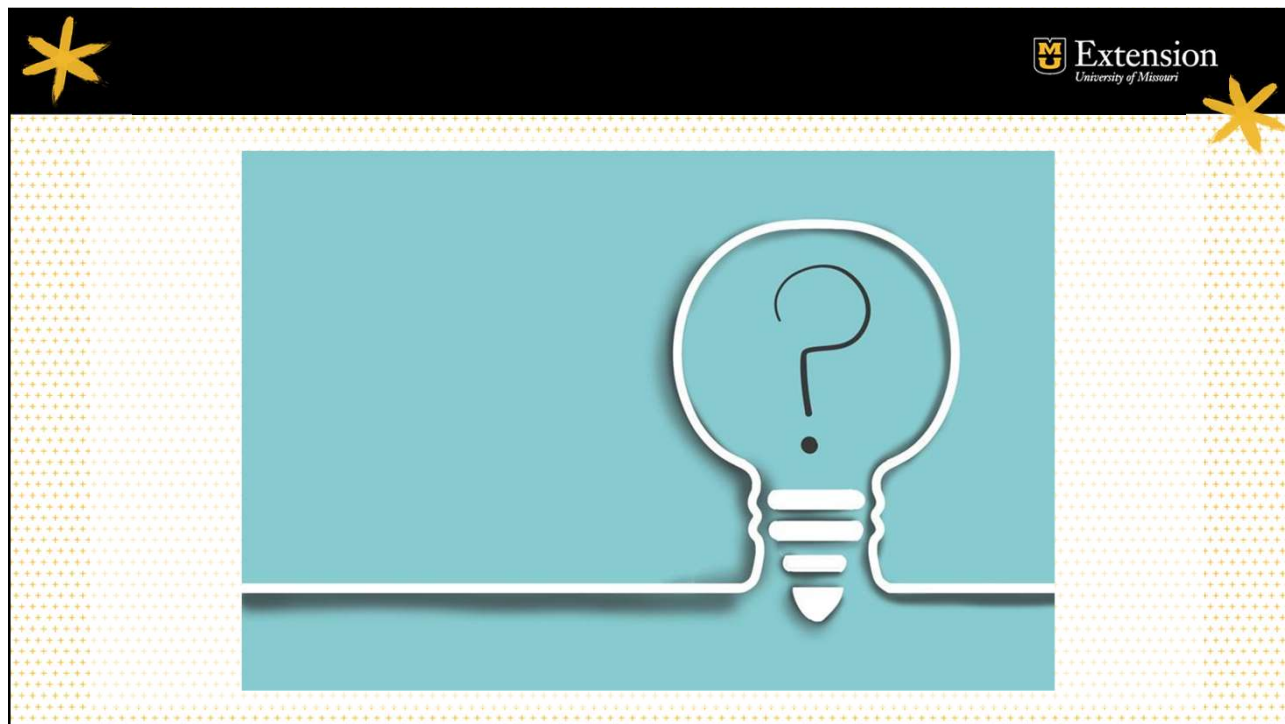
- Over 1400 students participating in 4-H programming
- June – Summer Day Camp serving over 30 students for a week
- July – Clay County Fair (4-H Youth Exhibits)
- August – State Fair (4-H Exhibits)
- September – Youth Outdoor Camp and 4-H Annual End of Year Ceremony



The Master Gardeners of Greater Kansas City support numerous Community projects throughout the Kansas City area and provide a gardening Hotline at multiple locations, Speakers Bureau, and educational training to the public via a Spring Seminar, Advanced Training sessions, and bimonthly Gardeners' Gatherings. Fundraising projects include a Plant Sale and Garden Tour.

[Community Projects](#)  
[Children's Programs](#)  
[Garden Tour](#)  
[Plant Sale](#)







## *Department of Finance*

### *Memorandum*

**DATE:** January 18, 2024

**TO:** Robert M. Baer, City Manager

**FROM:** Dominic Accurso – Director of Finance

**RE:** 2024 Certificates of Participation (COP)

Issuing debt can be a very useful tool for municipalities, especially when completing large projects. The City has issued COP's in the past to finance the addition/renovation of the Police Headquarters, renovation of Fire Station #2, Downtown parking, 76<sup>th</sup> Street, Old Pike, construction of Hobby Hill west, and the Community Center to name just a few capital projects. City staff feels that issuing a COP in 2024 would greatly assist in funding City Council goals discussed during the goal setting session this past October.

Staff have been working with advisors to design a COP that could fulfill the City's needs to finance multiple large projects along with additional needs of the City. This COP would address the following: improvements to the water treatment plant and existing water towers, improvements to N. Oak Trafficway, additions to Flora Park and new event space at the Atkins-Johnson Farm. Additionally, the COP would fund the replacement of the indoor pool filters, new video board, starting blocks, and city wide IT infrastructure upgrades.

Capital projects are often financed over their useful life to ease the burden of large cash outflows. As the debt falls off the schedule, many of these capital assets are near or past the end of their useful lives requiring additional investment or the purchase of a new asset all together. During the past couple of fiscal years, multiple debt obligations have fallen off the City's debt schedule.

The funding of the debt service for the 2024 COP was designed to be paid by previous debt service that has fallen off the debt schedule and minimize impact to the Capital Improvement funds. For the CWSS (Water) Fund, annual debt requirements have decreased by \$1.1 million per year compared to the 2023 fiscal year, and will decrease an additional \$200,000 for fiscal year 2025. For the Capital Funds (CIST and TST) the 2015 COP (Community Center debt) will fall off the debt schedule in the 2032 fiscal year. These projects will all be financed over a period of 20 years. The Community Center and IT infrastructure improvements will have a payback period of 10 years (estimated useful life of the equipment).

Following the memo is an estimate of the total debt issue. The first page is total summary followed by full amortization schedule, then amortization schedules by each fund (CWSS, TST, CIST, Community Center, then all funds with personnel).



If the City Council approves of this proposal, an ordinance approving the Mayor or City Manager to issue the Certificates of Participation will be on the January 22 agenda. Steps after approval of the ordinance would be ratings call with Standard & Poor's later this month and competitive sale of the issue in February. If there are any questions, please contact me at your convenience.

\$22,355,000

City of Gladstone, Missouri

Certificates of Participation, Series 2024A

Issue Summary

Total Issue Sources And Uses

Dated 03/14/2024 | Delivered 03/14/2024

	Water	Streets	Flora Park & AJ	Community Center	IT	Issue Summary
Sources Of Funds						
Par Amount of Bonds	\$14,260,000.00	\$4,480,000.00	\$2,800,000.00	\$510,000.00	\$305,000.00	\$22,355,000.00
Non-Profit Involvement	-	-	250,000.00	-	-	250,000.00
Total Sources	\$14,260,000.00	\$4,480,000.00	\$3,050,000.00	\$510,000.00	\$305,000.00	\$22,605,000.00
Uses Of Funds						
Deposit to Project Construction Fund	14,000,000.00	4,400,000.00	3,000,000.00	500,000.00	300,000.00	22,200,000.00
Total Underwriter's Discount (1.200%)	171,120.00	53,760.00	33,600.00	6,120.00	3,660.00	268,260.00
Costs of Issuance	86,912.32	27,304.85	17,065.54	3,108.37	1,858.92	136,250.00
Rounding Amount	1,967.68	(1,064.85)	(665.54)	771.63	(518.92)	490.00
Total Uses	\$14,260,000.00	\$4,480,000.00	\$3,050,000.00	\$510,000.00	\$305,000.00	\$22,605,000.00

**\$22,355,000**

**City of Gladstone, Missouri**

Certificates of Participation, Series 2024A

**Issue Summary**

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	415,201.66	415,201.66	-
03/01/2025	660,000.00	3.600%	447,522.75	1,107,522.75	1,522,724.41
09/01/2025	-	-	435,642.75	435,642.75	-
03/01/2026	650,000.00	3.470%	435,642.75	1,085,642.75	1,521,285.50
09/01/2026	-	-	424,365.25	424,365.25	-
03/01/2027	675,000.00	3.400%	424,365.25	1,099,365.25	1,523,730.50
09/01/2027	-	-	412,890.25	412,890.25	-
03/01/2028	695,000.00	3.370%	412,890.25	1,107,890.25	1,520,780.50
09/01/2028	-	-	401,179.50	401,179.50	-
03/01/2029	715,000.00	3.370%	401,179.50	1,116,179.50	1,517,359.00
09/01/2029	-	-	389,131.75	389,131.75	-
03/01/2030	735,000.00	3.380%	389,131.75	1,124,131.75	1,513,263.50
09/01/2030	-	-	376,710.25	376,710.25	-
03/01/2031	770,000.00	3.400%	376,710.25	1,146,710.25	1,523,420.50
09/01/2031	-	-	363,620.25	363,620.25	-
03/01/2032	795,000.00	3.420%	363,620.25	1,158,620.25	1,522,240.50
09/01/2032	-	-	350,025.75	350,025.75	-
03/01/2033	1,195,000.00	3.430%	350,025.75	1,545,025.75	1,895,051.50
09/01/2033	-	-	329,531.50	329,531.50	-
03/01/2034	1,235,000.00	3.530%	329,531.50	1,564,531.50	1,894,063.00
09/01/2034	-	-	307,733.75	307,733.75	-
03/01/2035	1,185,000.00	3.630%	307,733.75	1,492,733.75	1,800,467.50
09/01/2035	-	-	286,226.00	286,226.00	-
03/01/2036	1,225,000.00	3.780%	286,226.00	1,511,226.00	1,797,452.00
09/01/2036	-	-	263,073.50	263,073.50	-
03/01/2037	1,270,000.00	3.930%	263,073.50	1,533,073.50	1,796,147.00
09/01/2037	-	-	238,118.00	238,118.00	-
03/01/2038	1,320,000.00	4.030%	238,118.00	1,558,118.00	1,796,236.00
09/01/2038	-	-	211,520.00	211,520.00	-
03/01/2039	1,375,000.00	4.400%	211,520.00	1,586,520.00	1,798,040.00
09/01/2039	-	-	181,270.00	181,270.00	-
03/01/2040	1,435,000.00	4.500%	181,270.00	1,616,270.00	1,797,540.00
09/01/2040	-	-	148,982.50	148,982.50	-
03/01/2041	1,495,000.00	4.550%	148,982.50	1,643,982.50	1,792,965.00
09/01/2041	-	-	114,971.25	114,971.25	-
03/01/2042	1,570,000.00	4.600%	114,971.25	1,684,971.25	1,799,942.50
09/01/2042	-	-	78,861.25	78,861.25	-
03/01/2043	1,640,000.00	4.650%	78,861.25	1,718,861.25	1,797,722.50
09/01/2043	-	-	40,731.25	40,731.25	-
03/01/2044	1,715,000.00	4.750%	40,731.25	1,755,731.25	1,796,462.50
<b>Total</b>	<b>\$22,355,000.00</b>	<b>-</b>	<b>\$11,571,893.91</b>	<b>\$33,926,893.91</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$274,242.74
Average Life	12.268 Years
Average Coupon	4.2195808%
Net Interest Cost (NIC)	4.3173993%
True Interest Cost (TIC)	4.3122087%
Bond Yield for Arbitrage Purposes	4.1807916%
All Inclusive Cost (AIC)	4.3798294%

**IRS Form 8038**

Net Interest Cost	4.2195808%
Weighted Average Maturity	12.268 Years

2024A COP- Wraparound 1.2 | Issue Summary | 1/ 2/2024 | 9:28 AM



**\$14,260,000**

**City of Gladstone, Missouri**

Certificates of Participation, Series 2024A

Water

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	262,002.36	262,002.36	-
03/01/2025	520,000.00	3.600%	282,397.75	802,397.75	1,064,400.11
09/01/2025	-	-	273,037.75	273,037.75	-
03/01/2026	515,000.00	3.470%	273,037.75	788,037.75	1,061,075.50
09/01/2026	-	-	264,102.50	264,102.50	-
03/01/2027	535,000.00	3.400%	264,102.50	799,102.50	1,063,205.00
09/01/2027	-	-	255,007.50	255,007.50	-
03/01/2028	550,000.00	3.370%	255,007.50	805,007.50	1,060,015.00
09/01/2028	-	-	245,740.00	245,740.00	-
03/01/2029	570,000.00	3.370%	245,740.00	815,740.00	1,061,480.00
09/01/2029	-	-	236,135.50	236,135.50	-
03/01/2030	590,000.00	3.380%	236,135.50	826,135.50	1,062,271.00
09/01/2030	-	-	226,164.50	226,164.50	-
03/01/2031	610,000.00	3.400%	226,164.50	836,164.50	1,062,329.00
09/01/2031	-	-	215,794.50	215,794.50	-
03/01/2032	630,000.00	3.420%	215,794.50	845,794.50	1,061,589.00
09/01/2032	-	-	205,021.50	205,021.50	-
03/01/2033	655,000.00	3.430%	205,021.50	860,021.50	1,065,043.00
09/01/2033	-	-	193,788.25	193,788.25	-
03/01/2034	675,000.00	3.530%	193,788.25	868,788.25	1,062,576.50
09/01/2034	-	-	181,874.50	181,874.50	-
03/01/2035	700,000.00	3.630%	181,874.50	881,874.50	1,063,749.00
09/01/2035	-	-	169,169.50	169,169.50	-
03/01/2036	725,000.00	3.780%	169,169.50	894,169.50	1,063,339.00
09/01/2036	-	-	155,467.00	155,467.00	-
03/01/2037	750,000.00	3.930%	155,467.00	905,467.00	1,060,934.00
09/01/2037	-	-	140,729.50	140,729.50	-
03/01/2038	780,000.00	4.030%	140,729.50	920,729.50	1,061,459.00
09/01/2038	-	-	125,012.50	125,012.50	-
03/01/2039	810,000.00	4.400%	125,012.50	935,012.50	1,060,025.00
09/01/2039	-	-	107,192.50	107,192.50	-
03/01/2040	850,000.00	4.500%	107,192.50	957,192.50	1,064,385.00
09/01/2040	-	-	88,067.50	88,067.50	-
03/01/2041	885,000.00	4.550%	88,067.50	973,067.50	1,061,135.00
09/01/2041	-	-	67,933.75	67,933.75	-
03/01/2042	925,000.00	4.600%	67,933.75	992,933.75	1,060,867.50
09/01/2042	-	-	46,658.75	46,658.75	-
03/01/2043	970,000.00	4.650%	46,658.75	1,016,658.75	1,063,317.50
09/01/2043	-	-	24,106.25	24,106.25	-
03/01/2044	1,015,000.00	4.750%	24,106.25	1,039,106.25	1,063,212.50
<b>Total</b>	<b>\$14,260,000.00</b>	<b>-</b>	<b>\$6,986,407.61</b>	<b>\$21,246,407.61</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$166,430.06
Average Life	11.671 Years
Average Coupon	4.1978040%
Net Interest Cost (NIC)	4.3006220%
True Interest Cost (TIC)	4.2933404%
Bond Yield for Arbitrage Purposes	4.1807916%
All Inclusive Cost (AIC)	4.3639207%

**IRS Form 8038**

Net Interest Cost	4.1978040%
Weighted Average Maturity	11.671 Years

2024A COP- Wraparound 1.2 | Water | 1/2/2024 | 9:28 AM

**\$4,480,000**

**City of Gladstone, Missouri**

Certificates of Participation, Series 2024A

Streets

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	86,427.83	86,427.83	-
03/01/2025	40,000.00	3.600%	93,155.75	133,155.75	219,583.58
09/01/2025	-	-	92,435.75	92,435.75	-
03/01/2026	35,000.00	3.470%	92,435.75	127,435.75	219,871.50
09/01/2026	-	-	91,828.50	91,828.50	-
03/01/2027	35,000.00	3.400%	91,828.50	126,828.50	218,657.00
09/01/2027	-	-	91,233.50	91,233.50	-
03/01/2028	35,000.00	3.370%	91,233.50	126,233.50	217,467.00
09/01/2028	-	-	90,643.75	90,643.75	-
03/01/2029	35,000.00	3.370%	90,643.75	125,643.75	216,287.50
09/01/2029	-	-	90,054.00	90,054.00	-
03/01/2030	35,000.00	3.380%	90,054.00	125,054.00	215,108.00
09/01/2030	-	-	89,462.50	89,462.50	-
03/01/2031	40,000.00	3.400%	89,462.50	129,462.50	218,925.00
09/01/2031	-	-	88,782.50	88,782.50	-
03/01/2032	40,000.00	3.420%	88,782.50	128,782.50	217,565.00
09/01/2032	-	-	88,098.50	88,098.50	-
03/01/2033	280,000.00	3.430%	88,098.50	368,098.50	456,197.00
09/01/2033	-	-	83,296.50	83,296.50	-
03/01/2034	290,000.00	3.530%	83,296.50	373,296.50	456,593.00
09/01/2034	-	-	78,178.00	78,178.00	-
03/01/2035	300,000.00	3.630%	78,178.00	378,178.00	456,356.00
09/01/2035	-	-	72,733.00	72,733.00	-
03/01/2036	310,000.00	3.780%	72,733.00	382,733.00	455,466.00
09/01/2036	-	-	66,874.00	66,874.00	-
03/01/2037	325,000.00	3.930%	66,874.00	391,874.00	458,748.00
09/01/2037	-	-	60,487.75	60,487.75	-
03/01/2038	335,000.00	4.030%	60,487.75	395,487.75	455,975.50
09/01/2038	-	-	53,737.50	53,737.50	-
03/01/2039	350,000.00	4.400%	53,737.50	403,737.50	457,475.00
09/01/2039	-	-	46,037.50	46,037.50	-
03/01/2040	365,000.00	4.500%	46,037.50	411,037.50	457,075.00
09/01/2040	-	-	37,825.00	37,825.00	-
03/01/2041	380,000.00	4.550%	37,825.00	417,825.00	455,650.00
09/01/2041	-	-	29,180.00	29,180.00	-
03/01/2042	400,000.00	4.600%	29,180.00	429,180.00	458,360.00
09/01/2042	-	-	19,980.00	19,980.00	-
03/01/2043	415,000.00	4.650%	19,980.00	434,980.00	454,960.00
09/01/2043	-	-	10,331.25	10,331.25	-
03/01/2044	435,000.00	4.750%	10,331.25	445,331.25	455,662.50
Total	\$4,480,000.00	-	\$2,741,982.58	\$7,221,982.58	-

**Yield Statistics**

Bond Year Dollars	\$63,868.22
Average Life	14.256 Years
Average Coupon	4.2931876%
Net Interest Cost (NIC)	4.3773609%
True Interest Cost (TIC)	4.3799524%
Bond Yield for Arbitrage Purposes	4.1807916%
All Inclusive Cost (AIC)	4.4394802%

**IRS Form 8038**

Net Interest Cost	4.2931876%
Weighted Average Maturity	14.256 Years

2024A COP- Wraparound 1.2 | Streets | 1/2/2024 | 9:28 AM

**\$2,800,000**

**City of Gladstone, Missouri**

Certificates of Participation, Series 2024A

Flora Park & AJ

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	53,780.96	53,780.96	-
03/01/2025	30,000.00	3.600%	57,967.50	87,967.50	141,748.46
09/01/2025	-	-	57,427.50	57,427.50	-
03/01/2026	30,000.00	3.470%	57,427.50	87,427.50	144,855.00
09/01/2026	-	-	56,907.00	56,907.00	-
03/01/2027	30,000.00	3.400%	56,907.00	86,907.00	143,814.00
09/01/2027	-	-	56,397.00	56,397.00	-
03/01/2028	30,000.00	3.370%	56,397.00	86,397.00	142,794.00
09/01/2028	-	-	55,891.50	55,891.50	-
03/01/2029	30,000.00	3.370%	55,891.50	85,891.50	141,783.00
09/01/2029	-	-	55,386.00	55,386.00	-
03/01/2030	30,000.00	3.380%	55,386.00	85,386.00	140,772.00
09/01/2030	-	-	54,879.00	54,879.00	-
03/01/2031	35,000.00	3.400%	54,879.00	89,879.00	144,758.00
09/01/2031	-	-	54,284.00	54,284.00	-
03/01/2032	35,000.00	3.420%	54,284.00	89,284.00	143,568.00
09/01/2032	-	-	53,685.50	53,685.50	-
03/01/2033	170,000.00	3.430%	53,685.50	223,685.50	277,371.00
09/01/2033	-	-	50,770.00	50,770.00	-
03/01/2034	175,000.00	3.530%	50,770.00	225,770.00	276,540.00
09/01/2034	-	-	47,681.25	47,681.25	-
03/01/2035	185,000.00	3.630%	47,681.25	232,681.25	280,362.50
09/01/2035	-	-	44,323.50	44,323.50	-
03/01/2036	190,000.00	3.780%	44,323.50	234,323.50	278,647.00
09/01/2036	-	-	40,732.50	40,732.50	-
03/01/2037	195,000.00	3.930%	40,732.50	235,732.50	276,465.00
09/01/2037	-	-	36,900.75	36,900.75	-
03/01/2038	205,000.00	4.030%	36,900.75	241,900.75	278,801.50
09/01/2038	-	-	32,770.00	32,770.00	-
03/01/2039	215,000.00	4.400%	32,770.00	247,770.00	280,540.00
09/01/2039	-	-	28,040.00	28,040.00	-
03/01/2040	220,000.00	4.500%	28,040.00	248,040.00	276,080.00
09/01/2040	-	-	23,090.00	23,090.00	-
03/01/2041	230,000.00	4.550%	23,090.00	253,090.00	276,180.00
09/01/2041	-	-	17,857.50	17,857.50	-
03/01/2042	245,000.00	4.600%	17,857.50	262,857.50	280,715.00
09/01/2042	-	-	12,222.50	12,222.50	-
03/01/2043	255,000.00	4.650%	12,222.50	267,222.50	279,445.00
09/01/2043	-	-	6,293.75	6,293.75	-
03/01/2044	265,000.00	4.750%	6,293.75	271,293.75	277,587.50
<b>Total</b>	<b>\$2,800,000.00</b>	<b>-</b>	<b>\$1,682,826.96</b>	<b>\$4,482,826.96</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$39,263.89
Average Life	14.023 Years
Average Coupon	4.2859406%
Net Interest Cost (NIC)	4.3715154%
True Interest Cost (TIC)	4.3731521%
Bond Yield for Arbitrage Purposes	4.1807916%
All Inclusive Cost (AIC)	4.4335286%

**IRS Form 8038**

Net Interest Cost	4.2859406%
Weighted Average Maturity	14.023 Years

2024A COP- Wraparound 1.2 | Flora Park & AJ | 1/ 2/2024 | 9:28 AM



**\$510,000**

**City of Gladstone, Missouri**

Certificates of Participation, Series 2024A

Community Center

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	8,130.58	8,130.58	-
03/01/2025	45,000.00	3.600%	8,763.50	53,763.50	61,894.08
09/01/2025	-	-	7,953.50	7,953.50	-
03/01/2026	45,000.00	3.470%	7,953.50	52,953.50	60,907.00
09/01/2026	-	-	7,172.75	7,172.75	-
03/01/2027	45,000.00	3.400%	7,172.75	52,172.75	59,345.50
09/01/2027	-	-	6,407.75	6,407.75	-
03/01/2028	50,000.00	3.370%	6,407.75	56,407.75	62,815.50
09/01/2028	-	-	5,565.25	5,565.25	-
03/01/2029	50,000.00	3.370%	5,565.25	55,565.25	61,130.50
09/01/2029	-	-	4,722.75	4,722.75	-
03/01/2030	50,000.00	3.380%	4,722.75	54,722.75	59,445.50
09/01/2030	-	-	3,877.75	3,877.75	-
03/01/2031	55,000.00	3.400%	3,877.75	58,877.75	62,755.50
09/01/2031	-	-	2,942.75	2,942.75	-
03/01/2032	55,000.00	3.420%	2,942.75	57,942.75	60,885.50
09/01/2032	-	-	2,002.25	2,002.25	-
03/01/2033	55,000.00	3.430%	2,002.25	57,002.25	59,004.50
09/01/2033	-	-	1,059.00	1,059.00	-
03/01/2034	60,000.00	3.530%	1,059.00	61,059.00	62,118.00
<b>Total</b>	<b>\$510,000.00</b>	<b>-</b>	<b>\$100,301.58</b>	<b>\$610,301.58</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$2,921.58
Average Life	5.729 Years
Average Coupon	3.4331240%
Net Interest Cost (NIC)	3.6425995%
True Interest Cost (TIC)	3.6719971%
Bond Yield for Arbitrage Purposes	4.1807916%
All Inclusive Cost (AIC)	3.7953824%

**IRS Form 8038**

Net Interest Cost	3.4331240%
Weighted Average Maturity	5.729 Years

**\$305,000**

**City of Gladstone, Missouri**

Certificates of Participation, Series 2024A

IT

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	4,859.93	4,859.93	-
03/01/2025	25,000.00	3.600%	5,238.25	30,238.25	35,098.18
09/01/2025	-	-	4,788.25	4,788.25	-
03/01/2026	25,000.00	3.470%	4,788.25	29,788.25	34,576.50
09/01/2026	-	-	4,354.50	4,354.50	-
03/01/2027	30,000.00	3.400%	4,354.50	34,354.50	38,709.00
09/01/2027	-	-	3,844.50	3,844.50	-
03/01/2028	30,000.00	3.370%	3,844.50	33,844.50	37,689.00
09/01/2028	-	-	3,339.00	3,339.00	-
03/01/2029	30,000.00	3.370%	3,339.00	33,339.00	36,678.00
09/01/2029	-	-	2,833.50	2,833.50	-
03/01/2030	30,000.00	3.380%	2,833.50	32,833.50	35,667.00
09/01/2030	-	-	2,326.50	2,326.50	-
03/01/2031	30,000.00	3.400%	2,326.50	32,326.50	34,653.00
09/01/2031	-	-	1,816.50	1,816.50	-
03/01/2032	35,000.00	3.420%	1,816.50	36,816.50	38,633.00
09/01/2032	-	-	1,218.00	1,218.00	-
03/01/2033	35,000.00	3.430%	1,218.00	36,218.00	37,436.00
09/01/2033	-	-	617.75	617.75	-
03/01/2034	35,000.00	3.530%	617.75	35,617.75	36,235.50
<b>Total</b>	<b>\$305,000.00</b>	<b>-</b>	<b>\$60,375.18</b>	<b>\$365,375.18</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$1,758.99
Average Life	5.767 Years
Average Coupon	3.4323853%
Net Interest Cost (NIC)	3.6404597%
True Interest Cost (TIC)	3.6696662%
Bond Yield for Arbitrage Purposes	4.1807916%
All Inclusive Cost (AIC)	3.7922276%

**IRS Form 8038**

Net Interest Cost	3.4323853%
Weighted Average Maturity	5.767 Years

**\$22,355,000**

**City of Gladstone, Missouri**

Certificates of Participation, Series 2024A

Issue Summary

**Disclosure**

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Copyright 2024 Baker Tilly Municipal Advisors, LLC





2024 Certificates of Participation  
Project Funding – Total : \$22,200,000

**CWSS Fund**

\$14,000,000

- Water treatment plant upgrades
- Water tower rehabilitation

**TST Fund**

\$4,400,000

- N. Oak

**CIST Fund**

\$3,000,000

- Flora Park
- Atkins-Johnson Farm event space

## 2024 Certificates of Participation Project Funding – Total : \$22,200,000



### Community Center Fund (Natatorium)

\$500,000

- Pool Filters
- Video board and starting blocks



### IT Infrastructure

\$300,000

- Servers
- Switches and misc. equipment

## 2024 Certificates of Participation Structure

### CWSS, TST, & CIST

- 20 years
- Debt Service
  - Previous debt falling off schedule
  - Wrapping of debt

### CCPT & IT Equipment

- 10 Years
- Debt Service
  - Previous lease purchases falling off debt schedule

**\$22,355,000**

City of Gladstone, Missouri

Certificates of Participation, Series 2024A

Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	415,201.66	415,201.66	-
03/01/2025	660,000.00	3.600%	447,522.75	1,107,522.75	1,522,724.41
09/01/2025	-	-	435,642.75	435,642.75	-
03/01/2026	650,000.00	3.470%	435,642.75	1,085,642.75	1,521,285.50
09/01/2026	-	-	424,365.25	424,365.25	-
03/01/2027	675,000.00	3.400%	424,365.25	1,099,365.25	1,523,730.50
09/01/2027	-	-	412,890.25	412,890.25	-
03/01/2028	695,000.00	3.370%	412,890.25	1,107,890.25	1,520,780.50
09/01/2028	-	-	401,179.50	401,179.50	-
03/01/2029	715,000.00	3.370%	401,179.50	1,116,179.50	1,517,359.00
09/01/2029	-	-	389,131.75	389,131.75	-
03/01/2030	735,000.00	3.380%	389,131.75	1,124,131.75	1,513,263.50
09/01/2030	-	-	376,710.25	376,710.25	-
03/01/2031	770,000.00	3.400%	376,710.25	1,146,710.25	1,523,420.50
09/01/2031	-	-	363,620.25	363,620.25	-
03/01/2032	795,000.00	3.420%	363,620.25	1,158,620.25	1,522,240.50
09/01/2032	-	-	350,025.75	350,025.75	-
03/01/2033	1,195,000.00	3.430%	350,025.75	1,545,025.75	1,895,051.50
09/01/2033	-	-	329,531.50	329,531.50	-
03/01/2034	1,235,000.00	3.530%	329,531.50	1,564,531.50	1,894,063.00
09/01/2034	-	-	307,733.75	307,733.75	-
03/01/2035	1,185,000.00	3.630%	307,733.75	1,492,733.75	1,800,467.50
09/01/2035	-	-	286,226.00	286,226.00	-
03/01/2036	1,225,000.00	3.780%	286,226.00	1,511,226.00	1,797,452.00
09/01/2036	-	-	263,073.50	263,073.50	-
03/01/2037	1,270,000.00	3.930%	263,073.50	1,533,073.50	1,796,147.00
09/01/2037	-	-	238,118.00	238,118.00	-
03/01/2038	1,320,000.00	4.030%	238,118.00	1,558,118.00	1,796,236.00
09/01/2038	-	-	211,520.00	211,520.00	-
03/01/2039	1,375,000.00	4.400%	211,520.00	1,586,520.00	1,798,040.00
09/01/2039	-	-	181,270.00	181,270.00	-
03/01/2040	1,435,000.00	4.500%	181,270.00	1,616,270.00	1,797,540.00
09/01/2040	-	-	148,982.50	148,982.50	-
03/01/2041	1,495,000.00	4.550%	148,982.50	1,643,982.50	1,792,965.00
09/01/2041	-	-	114,971.25	114,971.25	-
03/01/2042	1,570,000.00	4.600%	114,971.25	1,684,971.25	1,799,942.50
09/01/2042	-	-	78,861.25	78,861.25	-
03/01/2043	1,640,000.00	4.650%	78,861.25	1,718,861.25	1,797,722.50
09/01/2043	-	-	40,731.25	40,731.25	-
03/01/2044	1,715,000.00	4.750%	40,731.25	1,755,731.25	1,796,462.50
<b>Total</b>	<b>\$22,355,000.00</b>	-	<b>\$11,571,893.91</b>	<b>\$33,926,893.91</b>	-

**\$14,260,000**

City of Gladstone, Missouri

Certificates of Participation, Series 2024A

Water

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	262,002.36	262,002.36	-
03/01/2025	520,000.00	3.600%	262,397.75	802,397.75	1,064,400.11
09/01/2025	-	-	273,037.75	273,037.75	-
03/01/2026	515,000.00	3.470%	273,037.75	788,037.75	1,061,075.50
09/01/2026	-	-	264,102.50	264,102.50	-
03/01/2027	535,000.00	3.400%	264,102.50	799,102.50	1,063,205.00
09/01/2027	-	-	255,007.50	255,007.50	-
03/01/2028	550,000.00	3.370%	255,007.50	805,007.50	1,060,015.00
09/01/2028	-	-	245,740.00	245,740.00	-
03/01/2029	570,000.00	3.370%	245,740.00	815,740.00	1,061,480.00
09/01/2029	-	-	236,135.50	236,135.50	-
03/01/2030	590,000.00	3.380%	236,135.50	826,135.50	1,062,271.00
09/01/2030	-	-	226,164.50	226,164.50	-
03/01/2031	610,000.00	3.400%	226,164.50	836,164.50	1,062,329.00
09/01/2031	-	-	215,794.50	215,794.50	-
03/01/2032	630,000.00	3.420%	215,794.50	845,794.50	1,061,589.00
09/01/2032	-	-	205,021.50	205,021.50	-
03/01/2033	655,000.00	3.430%	205,021.50	860,021.50	1,065,043.00
09/01/2033	-	-	193,788.25	193,788.25	-
03/01/2034	675,000.00	3.530%	193,788.25	868,788.25	1,062,576.50
09/01/2034	-	-	181,874.50	181,874.50	-
03/01/2035	700,000.00	3.630%	181,874.50	881,874.50	1,063,749.00
09/01/2035	-	-	169,169.50	169,169.50	-
03/01/2036	725,000.00	3.780%	169,169.50	894,169.50	1,063,339.00
09/01/2036	-	-	155,467.00	155,467.00	-
03/01/2037	750,000.00	3.930%	155,467.00	905,467.00	1,060,934.00
09/01/2037	-	-	140,729.50	140,729.50	-
03/01/2038	780,000.00	4.030%	140,729.50	920,729.50	1,061,459.00
09/01/2038	-	-	125,012.50	125,012.50	-
03/01/2039	810,000.00	4.400%	125,012.50	935,012.50	1,060,025.00
09/01/2039	-	-	107,192.50	107,192.50	-
03/01/2040	850,000.00	4.500%	107,192.50	957,192.50	1,064,385.00
09/01/2040	-	-	88,067.50	88,067.50	-
03/01/2041	885,000.00	4.550%	88,067.50	973,067.50	1,061,135.00
09/01/2041	-	-	67,933.75	67,933.75	-
03/01/2042	925,000.00	4.600%	67,933.75	992,933.75	1,060,867.50
09/01/2042	-	-	46,658.75	46,658.75	-
03/01/2043	970,000.00	4.650%	46,658.75	1,016,658.75	1,063,317.50
09/01/2043	-	-	24,106.25	24,106.25	-
03/01/2044	1,015,000.00	4.750%	24,106.25	1,039,106.25	1,063,212.50
<b>Total</b>	<b>\$14,260,000.00</b>	-	<b>\$6,986,407.61</b>	<b>\$21,246,407.61</b>	-



**\$4,480,000**

City of Gladstone, Missouri

Certificates of Participation, Series 2024A

Streets

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	86,427.83	86,427.83	-
03/01/2025	40,000.00	3.600%	93,155.75	133,155.75	219,583.58
09/01/2025	-	-	92,435.75	92,435.75	-
03/01/2026	35,000.00	3.470%	92,435.75	127,435.75	219,871.50
09/01/2026	-	-	91,828.50	91,828.50	-
03/01/2027	35,000.00	3.400%	91,828.50	126,828.50	218,657.00
09/01/2027	-	-	91,233.50	91,233.50	-
03/01/2028	35,000.00	3.370%	91,233.50	126,233.50	217,467.00
09/01/2028	-	-	90,643.75	90,643.75	-
03/01/2029	35,000.00	3.370%	90,643.75	125,643.75	216,287.50
09/01/2029	-	-	90,054.00	90,054.00	-
03/01/2030	35,000.00	3.380%	90,054.00	125,054.00	215,108.00
09/01/2030	-	-	89,462.50	89,462.50	-
03/01/2031	40,000.00	3.400%	89,462.50	129,462.50	218,925.00
09/01/2031	-	-	88,782.50	88,782.50	-
03/01/2032	40,000.00	3.420%	88,782.50	128,782.50	217,565.00
09/01/2032	-	-	88,098.50	88,098.50	-
03/01/2033	280,000.00	3.430%	88,098.50	368,098.50	456,197.00
09/01/2033	-	-	83,296.50	83,296.50	-
03/01/2034	290,000.00	3.530%	83,296.50	373,296.50	456,593.00
09/01/2034	-	-	78,178.00	78,178.00	-
03/01/2035	300,000.00	3.630%	78,178.00	378,178.00	456,356.00
09/01/2035	-	-	72,733.00	72,733.00	-
03/01/2036	310,000.00	3.780%	72,733.00	382,733.00	455,466.00
09/01/2036	-	-	66,874.00	66,874.00	-
03/01/2037	325,000.00	3.930%	66,874.00	391,874.00	458,748.00
09/01/2037	-	-	60,487.75	60,487.75	-
03/01/2038	335,000.00	4.030%	60,487.75	395,487.75	455,975.50
09/01/2038	-	-	53,737.50	53,737.50	-
03/01/2039	350,000.00	4.400%	53,737.50	403,737.50	457,475.00
09/01/2039	-	-	46,037.50	46,037.50	-
03/01/2040	365,000.00	4.500%	46,037.50	411,037.50	457,075.00
09/01/2040	-	-	37,825.00	37,825.00	-
03/01/2041	380,000.00	4.550%	37,825.00	417,825.00	455,650.00
09/01/2041	-	-	29,180.00	29,180.00	-
03/01/2042	400,000.00	4.600%	29,180.00	429,180.00	458,380.00
09/01/2042	-	-	19,980.00	19,980.00	-
03/01/2043	415,000.00	4.650%	19,980.00	434,980.00	454,960.00
09/01/2043	-	-	10,331.25	10,331.25	-
03/01/2044	435,000.00	4.750%	10,331.25	445,331.25	455,662.50
<b>Total</b>	<b>\$4,480,000.00</b>	<b>-</b>	<b>\$2,741,962.58</b>	<b>\$7,221,962.58</b>	<b>-</b>

**\$2,800,000**

City of Gladstone, Missouri

Certificates of Participation, Series 2024A

Flora Park &amp; AJ

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	53,780.96	53,780.96	-
03/01/2025	30,000.00	3.600%	57,967.50	87,967.50	141,748.46
09/01/2025	-	-	57,427.50	57,427.50	-
03/01/2026	30,000.00	3.470%	57,427.50	87,427.50	144,855.00
09/01/2026	-	-	56,907.00	56,907.00	-
03/01/2027	30,000.00	3.400%	56,907.00	86,907.00	143,814.00
09/01/2027	-	-	56,397.00	56,397.00	-
03/01/2028	30,000.00	3.370%	56,397.00	86,397.00	142,794.00
09/01/2028	-	-	55,891.50	55,891.50	-
03/01/2029	30,000.00	3.370%	55,891.50	85,891.50	141,783.00
09/01/2029	-	-	55,386.00	55,386.00	-
03/01/2030	30,000.00	3.380%	55,386.00	85,386.00	140,772.00
09/01/2030	-	-	54,879.00	54,879.00	-
03/01/2031	35,000.00	3.400%	54,879.00	89,879.00	144,758.00
09/01/2031	-	-	54,284.00	54,284.00	-
03/01/2032	35,000.00	3.420%	54,284.00	89,284.00	143,568.00
09/01/2032	-	-	53,685.50	53,685.50	-
03/01/2033	170,000.00	3.430%	53,685.50	223,685.50	277,371.00
09/01/2033	-	-	50,770.00	50,770.00	-
03/01/2034	175,000.00	3.530%	50,770.00	225,770.00	276,540.00
09/01/2034	-	-	47,681.25	47,681.25	-
03/01/2035	185,000.00	3.630%	47,681.25	232,681.25	280,362.50
09/01/2035	-	-	44,323.50	44,323.50	-
03/01/2036	190,000.00	3.780%	44,323.50	234,323.50	278,647.00
09/01/2036	-	-	40,732.50	40,732.50	-
03/01/2037	195,000.00	3.930%	40,732.50	235,732.50	276,465.00
09/01/2037	-	-	36,900.75	36,900.75	-
03/01/2038	205,000.00	4.030%	36,900.75	241,900.75	278,801.50
09/01/2038	-	-	32,770.00	32,770.00	-
03/01/2039	215,000.00	4.400%	32,770.00	247,770.00	280,540.00
09/01/2039	-	-	28,040.00	28,040.00	-
03/01/2040	220,000.00	4.500%	28,040.00	248,040.00	276,080.00
09/01/2040	-	-	23,090.00	23,090.00	-
03/01/2041	230,000.00	4.550%	23,090.00	253,090.00	276,180.00
09/01/2041	-	-	17,857.50	17,857.50	-
03/01/2042	245,000.00	4.600%	17,857.50	262,857.50	280,715.00
09/01/2042	-	-	12,222.50	12,222.50	-
03/01/2043	255,000.00	4.650%	12,222.50	267,222.50	279,445.00
09/01/2043	-	-	6,293.75	6,293.75	-
03/01/2044	265,000.00	4.750%	6,293.75	271,293.75	277,587.50
<b>Total</b>	<b>\$2,800,000.00</b>	<b>-</b>	<b>\$1,682,826.96</b>	<b>\$4,482,826.96</b>	<b>-</b>

**\$510,000**

City of Gladstone, Missouri

Certificates of Participation, Series 2024A

Community Center

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	8,130.58	8,130.58	-
03/01/2025	45,000.00	3.600%	8,763.50	53,763.50	61,894.08
09/01/2025	-	-	7,953.50	7,953.50	-
03/01/2026	45,000.00	3.470%	7,953.50	52,953.50	60,907.00
09/01/2026	-	-	7,172.75	7,172.75	-
03/01/2027	45,000.00	3.400%	7,172.75	52,172.75	59,345.50
09/01/2027	-	-	6,407.75	6,407.75	-
03/01/2028	50,000.00	3.370%	6,407.75	56,407.75	62,815.50
09/01/2028	-	-	5,565.25	5,565.25	-
03/01/2029	50,000.00	3.370%	5,565.25	55,565.25	61,130.50
09/01/2029	-	-	4,722.75	4,722.75	-
03/01/2030	50,000.00	3.380%	4,722.75	54,722.75	59,445.50
09/01/2030	-	-	3,877.75	3,877.75	-
03/01/2031	55,000.00	3.400%	3,877.75	58,877.75	62,755.50
09/01/2031	-	-	2,942.75	2,942.75	-
03/01/2032	55,000.00	3.420%	2,942.75	57,942.75	60,885.50
09/01/2032	-	-	2,002.25	2,002.25	-
03/01/2033	55,000.00	3.430%	2,002.25	57,002.25	59,004.50
09/01/2033	-	-	1,059.00	1,059.00	-
03/01/2034	60,000.00	3.530%	1,059.00	61,059.00	62,118.00
<b>Total</b>	<b>\$510,000.00</b>	<b>-</b>	<b>\$100,301.58</b>	<b>\$610,301.58</b>	<b>-</b>

**\$305,000**

City of Gladstone, Missouri

Certificates of Participation, Series 2024A

IT

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2024	-	-	-	-	-
09/01/2024	-	-	4,859.93	4,859.93	-
03/01/2025	25,000.00	3.600%	5,238.25	30,238.25	35,098.18
09/01/2025	-	-	4,788.25	4,788.25	-
03/01/2026	25,000.00	3.470%	4,788.25	29,788.25	34,576.50
09/01/2026	-	-	4,354.50	4,354.50	-
03/01/2027	30,000.00	3.400%	4,354.50	34,354.50	38,709.00
09/01/2027	-	-	3,844.50	3,844.50	-
03/01/2028	30,000.00	3.370%	3,844.50	33,844.50	37,689.00
09/01/2028	-	-	3,339.00	3,339.00	-
03/01/2029	30,000.00	3.370%	3,339.00	33,339.00	36,678.00
09/01/2029	-	-	2,833.50	2,833.50	-
03/01/2030	30,000.00	3.380%	2,833.50	32,833.50	35,667.00
09/01/2030	-	-	2,326.50	2,326.50	-
03/01/2031	30,000.00	3.400%	2,326.50	32,326.50	34,653.00
09/01/2031	-	-	1,816.50	1,816.50	-
03/01/2032	35,000.00	3.420%	1,816.50	36,816.50	38,633.00
09/01/2032	-	-	1,218.00	1,218.00	-
03/01/2033	35,000.00	3.430%	1,218.00	36,218.00	37,436.00
09/01/2033	-	-	617.75	617.75	-
03/01/2034	35,000.00	3.530%	617.75	35,617.75	36,235.50
<b>Total</b>	<b>\$305,000.00</b>	<b>-</b>	<b>\$60,375.18</b>	<b>\$365,375.18</b>	<b>-</b>

## CITY OF GLADSTONE 2024 CERTIFICATES OF PARTICIPATION

**Ordinance will be on tonight's  
agenda**

**Questions, Comments, or Concerns**

### **Team of Advisors**

- Armstrong Teasdale LLP
  - Rick McConnell
- Baker Tilly
  - Tom Kaleko







**MINUTES  
REGULAR CITY COUNCIL MEETING  
GLADSTONE, MISSOURI  
JANUARY 8, 2024**

**PRESENT:** Mayor Jean Moore  
Mayor Pro Tem Tina Spallo  
Councilman Bill Garnos  
Councilman R.D. Mallams  
Councilman Les Smith  
  
City Manager Bob Baer  
Assistant City Manager Austin Greer  
City Attorney Padraic Corcoran  
City Clerk Kris Keller

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

Mayor Moore opened the Regular City Council Meeting Monday, January 8, 2024, at 7:30 pm.

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

Mayor Moore 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 Moore asked all to join in the Pledge of Allegiance to the Flag of the United States of America.

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

The agenda was approved as published.

**Item No. 5. On the Agenda.** Approval of the December 11, 2023, Closed City Council Meeting Minutes.

**Councilman Mallams** moved to approve the minutes of the December 11, 2023, Closed City Council meeting as presented. **Councilman Smith** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Item No. 6. On the Agenda.** Approval of the December 11, 2023, Regular City Council Meeting Minutes.

**Councilman Mallams** moved to approve the minutes of the December 11, 2023, Regular City Council meeting as presented. **Councilman Smith** seconded. The Vote: "aye", Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Item No. 7. On the Agenda.** Communications from the Audience.

There were no communications from the audience.

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

**Councilman Garnos** shared that he attended the Parks and Recreation Board meeting and reported that several projects were discussed; the proposed art for Oak Grove Park, Flora Park Project, conversion of the 72<sup>nd</sup> Street tennis courts to pickle ball courts, and the AJ Farm Event Space Feasibility Study.

**Mayor Pro Tem Spallo** reported that she attended the Neighborhood Commission meeting and shared that there were two new appointees. During the Neighborhood Commission meeting, she presented the goals and expressed the hope to reenergize that Commission.

• **BOARD AND COMMISSION APPOINTMENTS.**

**Mayor Moore** read the names of the individuals for the new appointments and reappointments. (See attached Roster) She also recognized two individuals who retired, but were not present at the prior Council meeting.

**Mayor Pro Tem Spallo** moved to accept the **Board and Commission Appointments as presented.** **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

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

City Manager Baer announced that residents can dispose of their real Christmas trees for free at Public Works from 9:00 am to 4:00 pm through Friday, January 12, 2024; proof of residency will be required.

**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, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve the appointment of Sharon Euler to the University of Missouri Extension Council for a term of two years, March 1, 2024 through February 28, 2026. **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve **RESOLUTION R-24-01**, A Resolution authorizing the City Manager to accept a proposal from Spaces, Incorporated, in the total amount of \$321,789.23 for the purchase of office and Council Chamber furniture in conjunction with the City Hall renovation project. **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve the **FINANCIAL REPORT FOR 5 MONTHS ENDING NOVEMBER 30, 2023.** **Councilman Mallams** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0)



## **REGULAR AGENDA.**

**Item No. 11. On the Agenda. Item No. 11. On the Agenda. FIRST READING BILL NO. 24-01,** An Ordinance calling a General Election for the election of two (2) positions to the Gladstone City Council on Tuesday, April 2, 2024; describing the form of the ballot and directing the City Clerk to submit certification of such election to the Clay County Board of Election Commissioners pursuant to RSMo.115.125.

**Councilman Mallams** moved **BILL NO. 24-01** be placed on its First Reading. **Councilman Garnos** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Mallams** moved to accept the First Reading of **BILL NO. 24-01**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Garnos** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Mallams** moved to accept the Second and Final Reading of **BILL NO. 24-01** and enact the Bill as **Ordinance 4.657**. **Councilman Garnos** seconded.

Roll Call vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 24-01** stands enacted as **Ordinance Number 4.657**.

**Item No. 12. On the Agenda. FIRST READING BILL NO. 24-02,** An Ordinance authorizing the City Manager to execute an agreement between the City of Gladstone, Missouri and the Kansas City Area Transportation Authority to provide IRIS public transportation services from January 1, 2024, through March 31, 2024.

**Mayor Pro Tem Spallo** moved **BILL NO. 24-02** be placed on its First Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Mayor Pro Tem Spallo** moved to accept the First Reading of **BILL NO. 24-02**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Mayor Pro Tem Spallo** moved to accept the Second and Final Reading of **BILL NO. 24-02** and enact the Bill as **Ordinance 4.658**. **Councilman Smith** seconded.

Roll Call vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 24-02** stands enacted as **Ordinance Number 4.658**.

**Item No. 13. On the Agenda. FIRST READING BILL NO. 24-03,** An Ordinance approving a Collective Bargaining Agreement with the Fraternal Order of Police, Lodge 50 for non-supervisory, commissioned Police Department personnel and authorizing the City Manager to execute the agreement.

**Councilman Mallams** moved **BILL NO. 24-03** be placed on its First Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.



**Councilman Mallams** moved to accept the First Reading of **BILL NO. 24-03**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Mallams** moved to accept the Second and Final Reading of **BILL NO. 24-03** and enact the Bill as **Ordinance 4.659**. **Councilman Smith** seconded.

Roll Call vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 24-03** stands enacted as **Ordinance Number 4.659**.

**Item No. 14. On the Agenda.** **FIRST READING BILL NO. 24-04**, An Ordinance authorizing the City Manager to execute an Intergovernmental Agreement between the City of Gladstone and the Mid-America Regional Council (MARC) Solid Waste Management District for the 2024 Regional Household Hazardous Waste Collection Program in the amount of \$30,404.91.

**Councilman Mallams** moved **BILL NO. 24-04** be placed on its First Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Mallams** moved to accept the First Reading of **BILL NO. 24-04**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Smith** seconded. The Vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Mallams** moved to accept the Second and Final Reading of **BILL NO. 24-04** and enact the Bill as **Ordinance 4.660**. **Councilman Smith** seconded.

Roll Call vote: “aye”, Councilman Smith, Councilman Mallams, Councilman Garnos, Mayor Pro Tem Spallo, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 24-04** stands enacted as **Ordinance Number 4.660**.

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

There was no other business.

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

**Mayor Moore** adjourned the January 8, 2024, Regular City Council meeting at 7:49 pm.

Respectfully submitted:

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Kris Keller, City Clerk

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

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

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Jean B. Moore, Mayor

**AGENDA ITEM #8 COUNCIL COMMUNICATIONS  
BOARD & COMMISSION APPOINTMENT RECOMMENDATIONS  
FOR CITY COUNCIL ACTION JANUARY 8, 2024**

<b><u>BOARD/COMMISSION</u></b>	<b><u>TERM EXPIRATION</u></b>
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**BOARD OF ZONING ADJUSTMENT**

New Appointment	Cody McElroy	December 2028
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**CAPITAL IMPROVEMENTS PROGRAM**

Reappointment	Pete Hall	December 2026
Reappointment	Beverly Johnson	December 2026
Reappointment	Bob Wilson	December 2026

**CODE BOARD OF APPEALS**

Reappointment	Kathy Timmerman	December 2026
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**ENVIRONMENTAL MANAGEMENT ADVISORY COMMITTEE**

Reappointment	Jim Butler, Jr.	December 2026
Reappointment	Jared Cole	December 2026

**NEIGHBORHOOD COMMISSION**

Reappointment	Chris Spurgeon	December 2026
New Appointment	Robyn Downing	December 2026
New Appointment	Kathleen Deppeler-Stearns	December 2026

**PARKS AND RECREATION ADVISORY BOARD**

Reappointment	R. Scott Hanover	December 2026
Reappointment	Tammy McFerran	December 2026
Reappointment	Jocelyn Rivard	December 2026

**PLANNING COMMISSION**

Reappointment	Gary Markenson	December 2027
Reappointment	Cameron Nave	December 2027
New Appointment	Joseph Brancato (partial term)	December 2026

**TAX INCREMENT FINANCING COMMISSION**

Reappointment	Dave Stanley	December 2027
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## *Request for Council Action*

RES ☒ # R-24-02

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 1/12/2024

Department: Parks & Recreation

Meeting Date Requested: 1/22/2024

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

Subject: Oak Grove Park Art Sculpture

Background: The Arts Commission reviewed 88 artists and is recommending the work by Joe Norman which will be titled "Monarch Girl" that will be placed at the NE entrance to the Oak Grove parking lot. This piece will be a two sided piece featuring a girl on one and a butterfly on the other.

Budget Discussion: Funds are budgeted in the amount of \$ 50,000.00 from the CIST Fund.

Public/Board/Staff Input: The Arts Commission is recommending the artwork and the Parks Board voted in support of the work being placed at Oak Grove Park.

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

Justin Merkey  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager



## **RESOLUTION NO. R 24-02**

**A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH JK DESIGNS, INC. DOING BUSINESS AS THE NATIONAL SCULPTORS' GUILD IN THE AMOUNT OF \$50,000.00 FOR THE COMMISSION OF AN ART SCULPTURE FOR INSTALLATION AT THE NORTHEAST PARKING LOT ENTRANCE TO OAK GROVE PARK.**

**WHEREAS**, the Arts Commission formed an artist selection panel who evaluated eighty-eight applicants and recommended Joe Norman (working with/through JK Designs DBA the National Sculptors' Guild) to the City Council; and

**WHEREAS**, the artist's qualifications were presented to the Council at the Study Session held on January 8, 2024.

**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 a contract for the commission of a sculpture with JK Designs, Inc. doing business as the National Sculptors' Guild in the amount of \$50,000.00.

**FURTHER, THAT**, funds in the total amount of \$50,000.00 are hereby authorized for such purpose from the Capital Improvement Sales Tax Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF JANUARY 2024.**

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Jean B. Moore, Mayor

ATTEST:

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Kris Keller, City Clerk



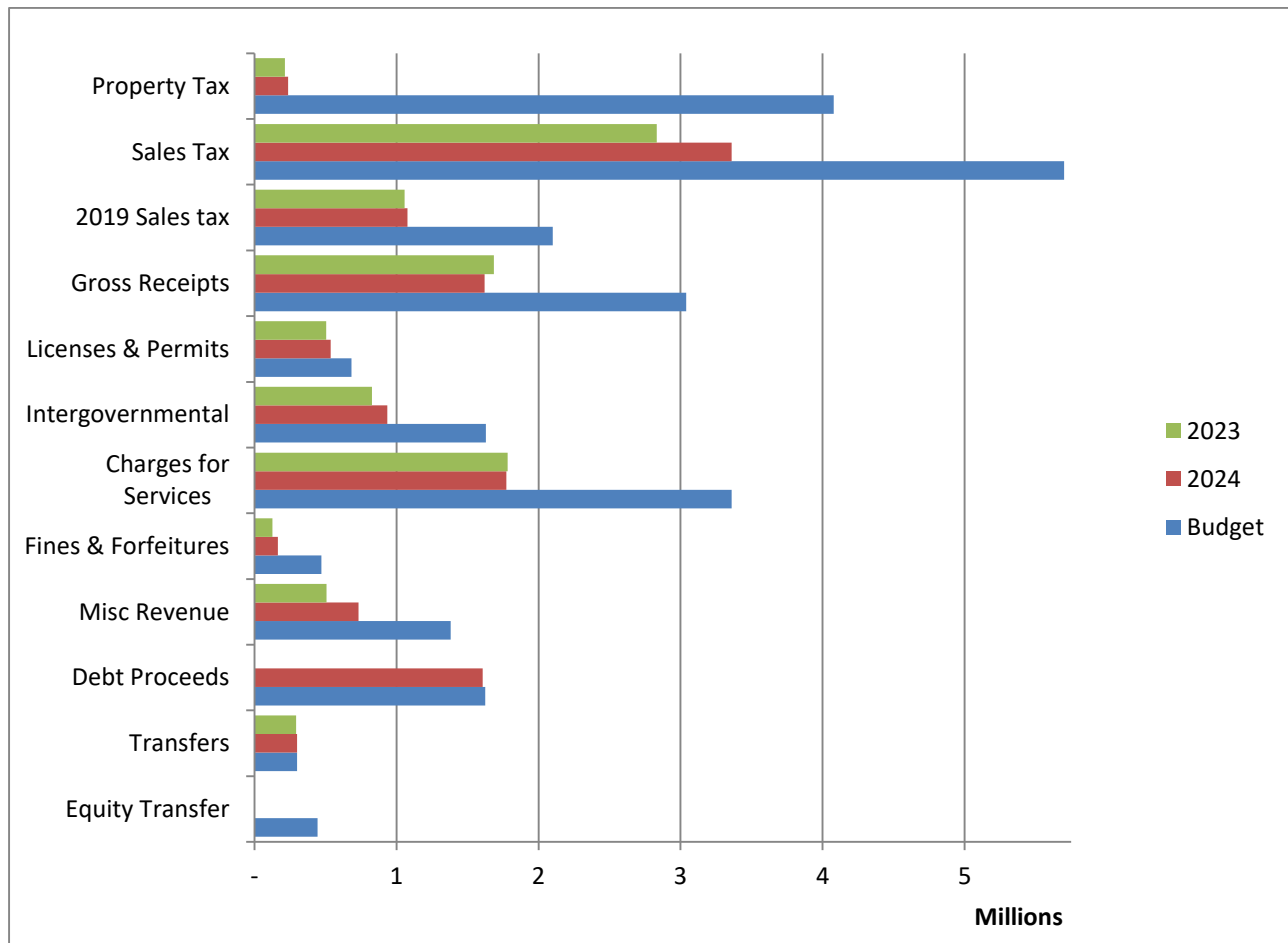
# CITY OF GLADSTONE MISSOURI

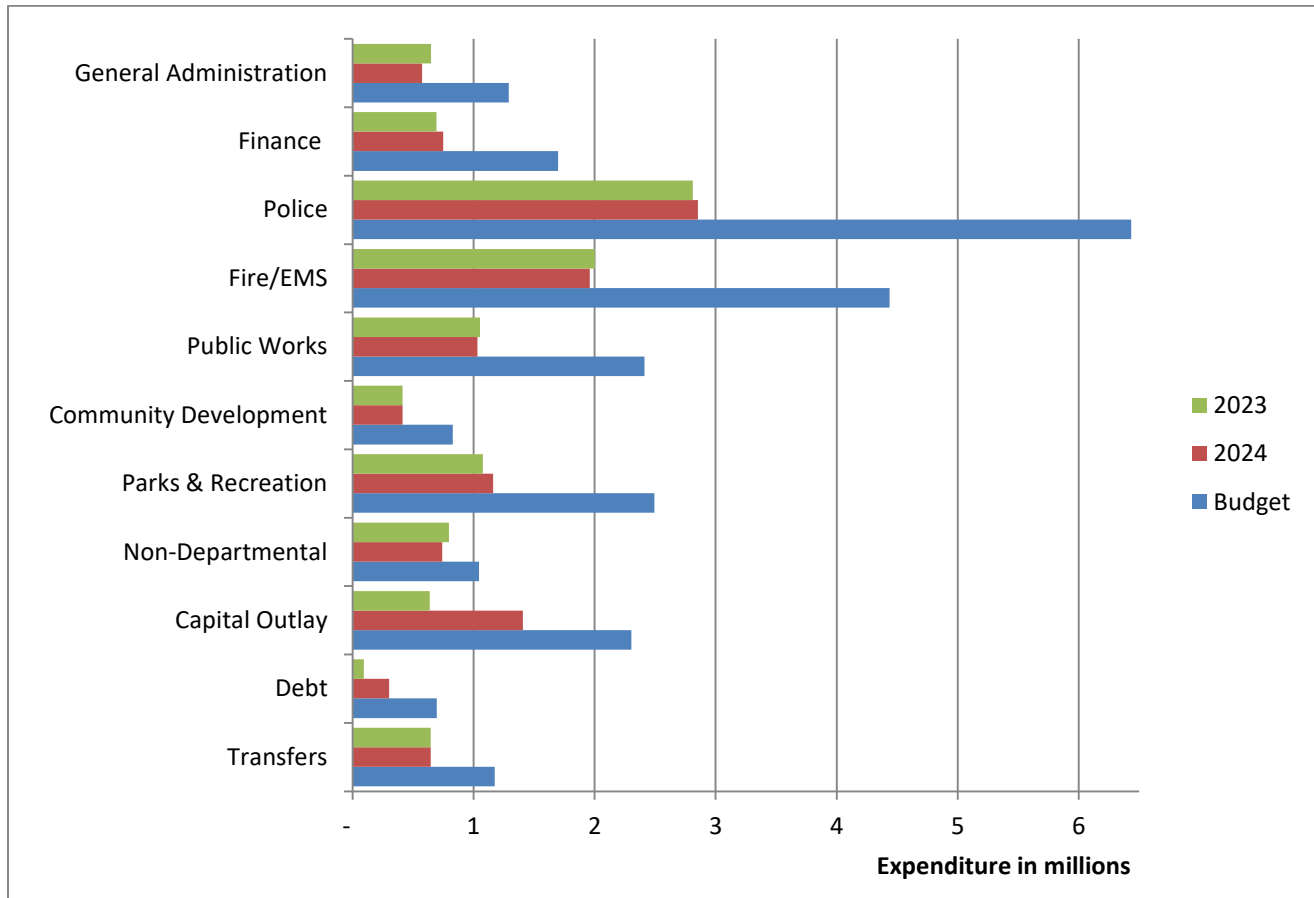
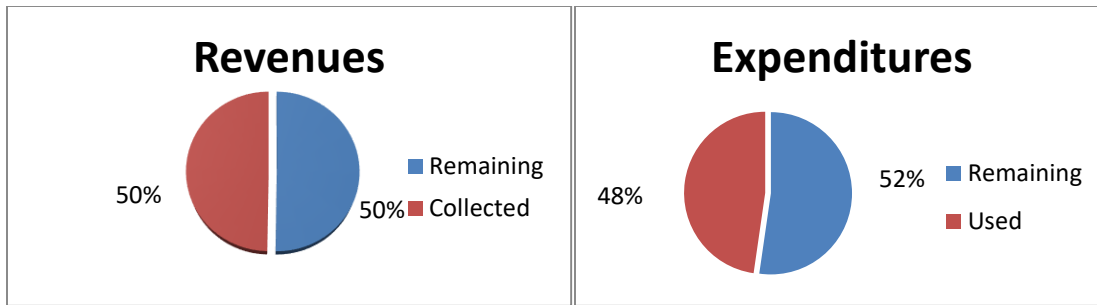
## Financial Report for 6 Months Ending December 31, 2023

### GENERAL FUND

#### General Fund Revenues

Total revenues for the General Fund through 6 months or 50% of this fiscal year are \$12,337,784 compared to total budgeted revenues for the year of \$24,812,915 or 50% of budgeted revenue (\$10,731,118 or 43% without debt proceeds or \$900,774 over prior year). Property tax revenue is \$236,109. Sales tax on a cash basis is \$3,359,261 or \$526,315 (19%) more than last year due to increases from use tax. The 2019 sales tax (1/2 cent sales tax passed in 2019) is \$1,076,857, an increase of 2%. Gross receipts taxes are \$1,619,469, a decrease of \$65,976 or 4%. License and Permit revenues are \$536,354, 6% or \$32,385 more than FY23 due to business license renewals and building permits. Intergovernmental revenue is \$933,928 or \$106,957 (13%) over the previous year due to increased receipts from the state gas tax. Charges for Services are \$1,773,847 a decrease of 1% or \$9,209 compared to the previous year. Fines and Forfeitures have increased from the same time last year to \$163,263 or 29%. Miscellaneous Revenue is \$732,030, an increase of \$225,576 due to interest income. Debt proceeds for the General Fund are \$1,606,666. Transfers into the fund are \$300,000. An equity transfer of \$443,470 is budgeted for the 2024 fiscal year.



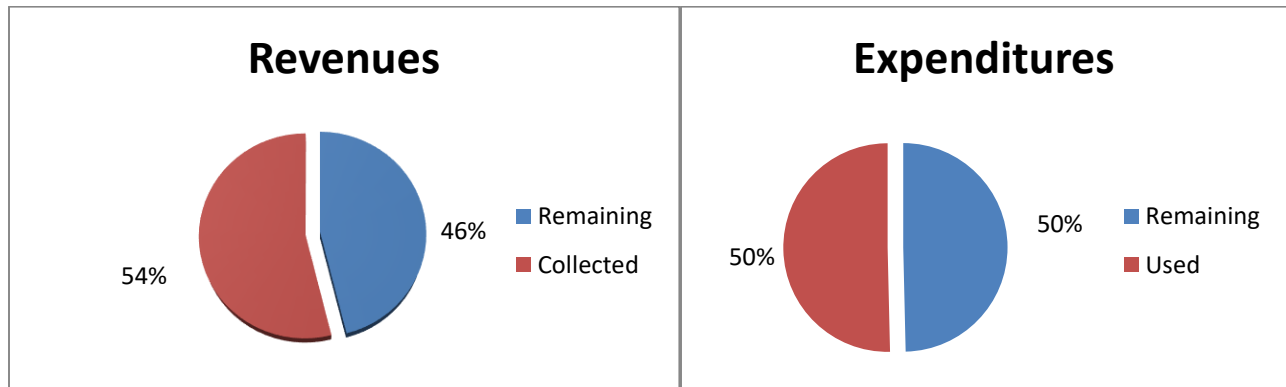
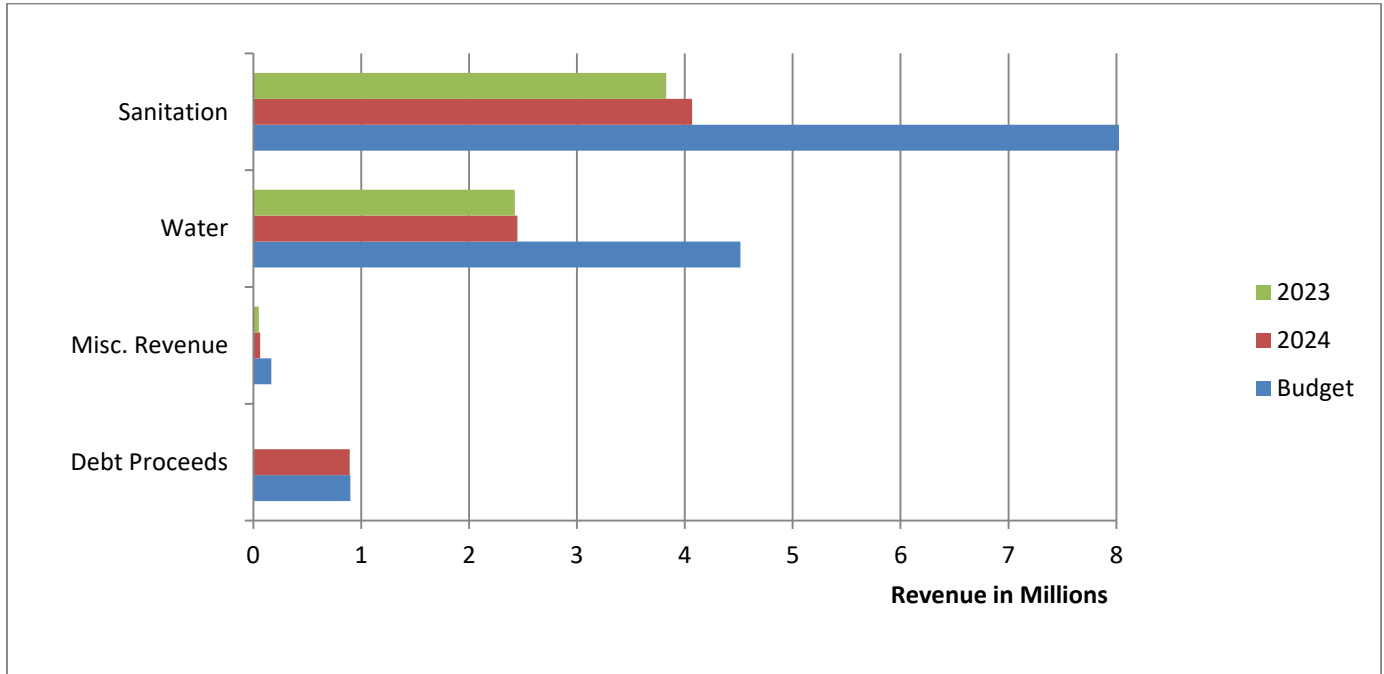


Expenditures through 6 months or 50% of this fiscal year amounted to \$11,838,582 or 48% of FY24 budgeted expenditures of \$24,812,915. This indicates that actual expenditures are 9% or \$968,605 more than last year's expenditures of \$10,869,977. General Administration expenditures are \$574,697, a decrease of \$74,385 or 9% due to changes in personnel. Finance expenditures have increased \$56,324 to \$748,703 due to changes in personnel. Police expenditures are \$2,852,726, an increase of \$40,376 (1%). Fire/EMS expenditures have decreased 2% to \$1,960,803 due to vehicle maintenance and personnel changes. Public Works expenditures are \$1,032,276 or 2% less than the prior year. Community Development expenditures are \$413,107 and are comparable to the previous year. Parks & Recreation expenditures are \$1,161,667, an increase of \$85,583 (8%) from the same time last year due to senior activities. Non-Departmental expenditures are \$741,286, a decrease of \$54,530 due to the reallocation of cyber security insurance to the HR safety/loss control line item and completion of the comprehensive plan during the previous year. Capital Outlay is \$1,407,180. Payments for debt have increased by \$207,173 to \$301,137 due to 2024 lease purchase. Transfers from the General Fund are \$645,000 (same as previous year). Current revenues exceed current expenditures in the amount of \$499,202 (due to lease proceeds).

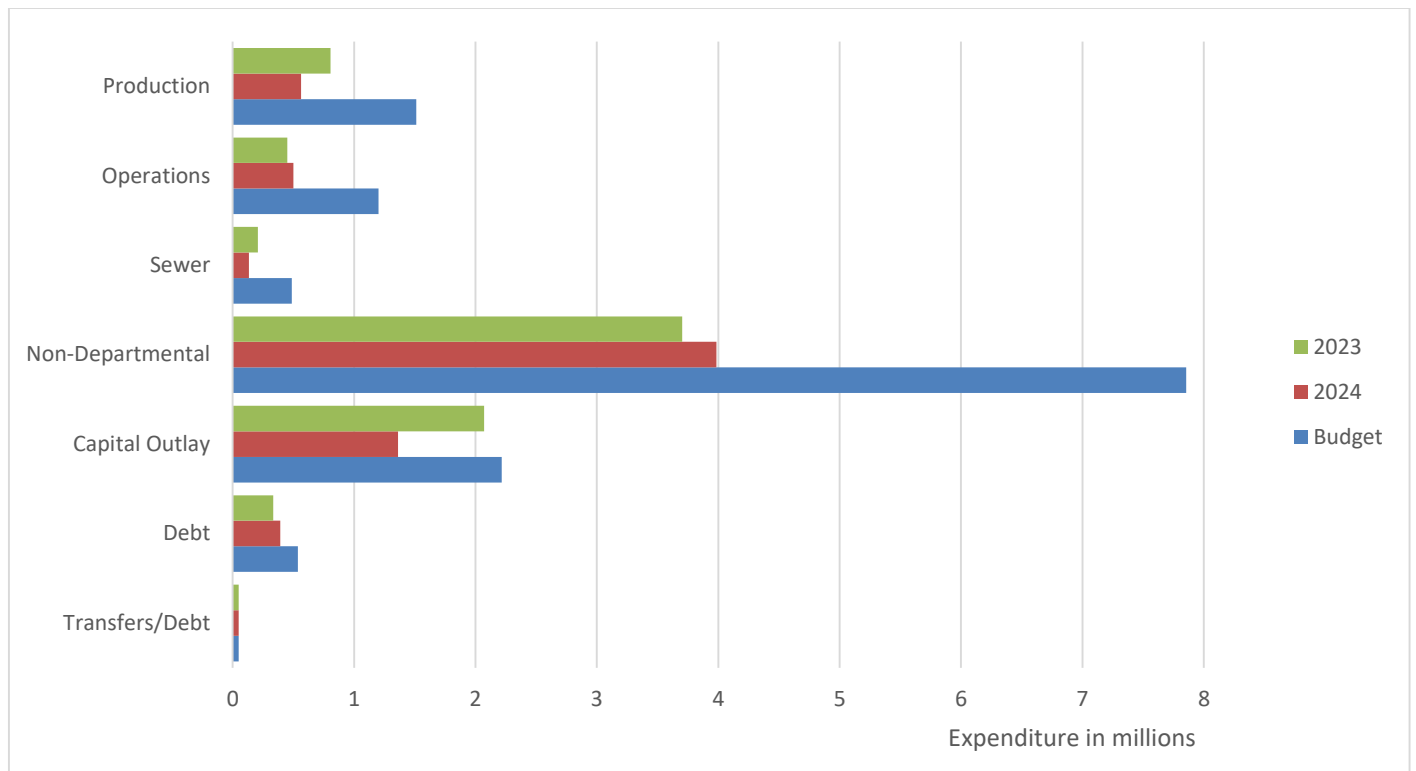


## COMBINED WATER AND SEWERAGE SYSTEM FUND

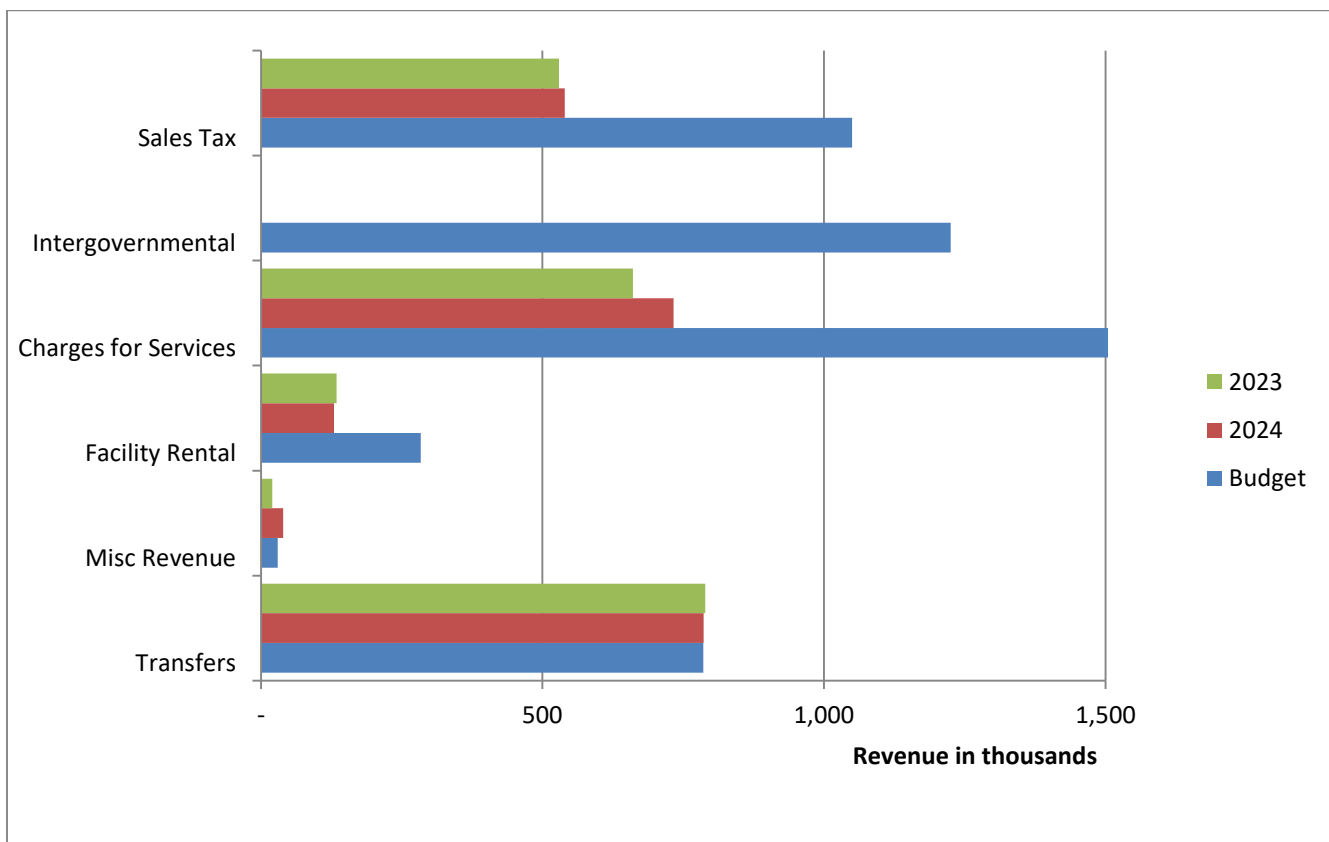
Total budgeted revenues for the fiscal year are \$13,860,435. Total revenues through 6 months or 50% of this fiscal year, amounted to \$7,474,102 or 54% of FY24 budgeted revenues (47% excluding debt proceeds). Increases in both sanitation and water revenues are due to increased water and sewer rates. Debt proceeds of \$893,334 were received for the 2024 equipment lease purchases.

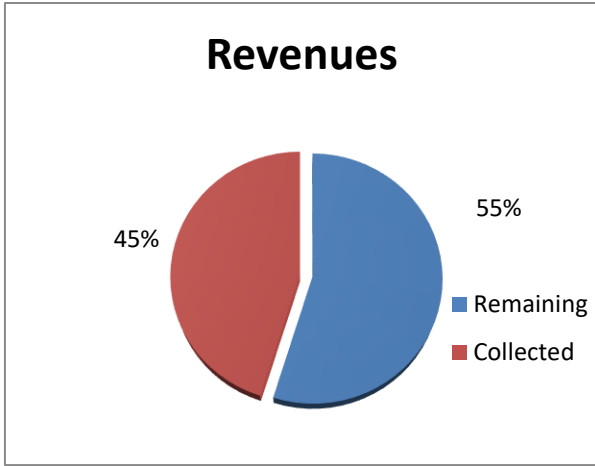


Total budgeted expenditures for the fiscal year are \$13,860,435. Total expenditures through 6 months or 50% of this fiscal year amounted to \$6,981,556 or 50% of FY24 budgeted expenditures. Production expenditures are \$563,723, a decrease of \$241,677 from the previous year due to the repair to the secondary basin (FY23). Operations division expenditures are \$499,168, an increase of \$50,332 due to the changes in personnel. Sewer division expenditures have decreased \$75,780 to \$132,608 due to timing of sewer line maintenance. Non-departmental expenditures are \$3,983,516, an increase of \$280,554 due to increased sewer charges for sewage treatment. Capital outlay is \$1,361,411. Payments for debt \$391,130, an increase of \$57,845 due to the 2024 lease purchase. Current revenues exceed current expenditures by \$492,546 (without debt proceeds, expenditures exceed revenue by \$400,788).



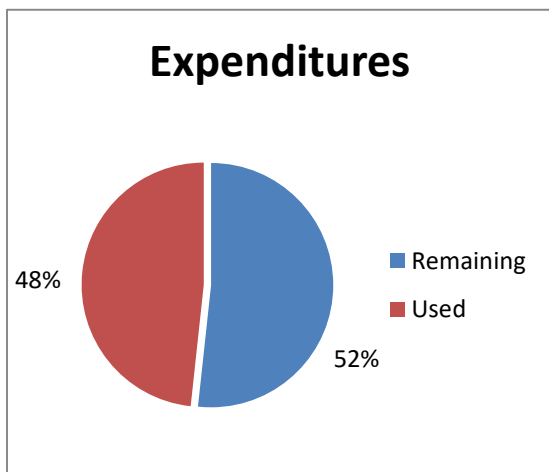
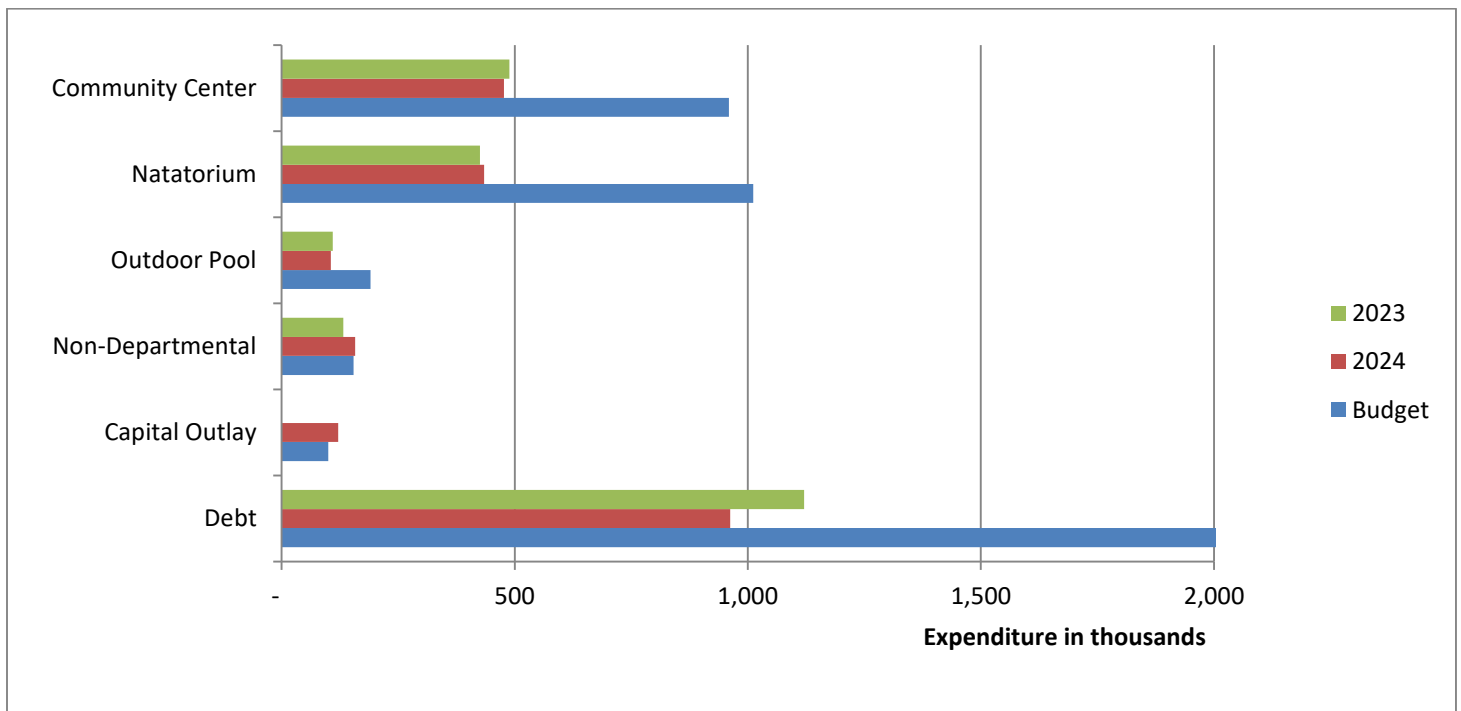
### COMMUNITY CENTER AND PARKS TAX FUND





Total budgeted revenues for the fiscal year are \$4,935,650. Total revenues through 6 months or 50% of this fiscal year, amounted to \$2,228,097 or 45% of FY24 budgeted revenues. Sales tax received is \$539,481, an increase of \$10,058 (2%) from the previous year. Intergovernmental revenue consists of a charge to the North Kansas City School District for the natatorium \$725,000 and \$500,000 in ARPA funding. Revenue from the NKC School District is usually received in January and ARPA funding will be added at yearend. Charges for Services are \$732,986, an increase of \$72,202 (11%). Revenue from facility rental is \$130,003, a decrease of 3%. Miscellaneous revenue is \$39,627. Transfers to the fund are

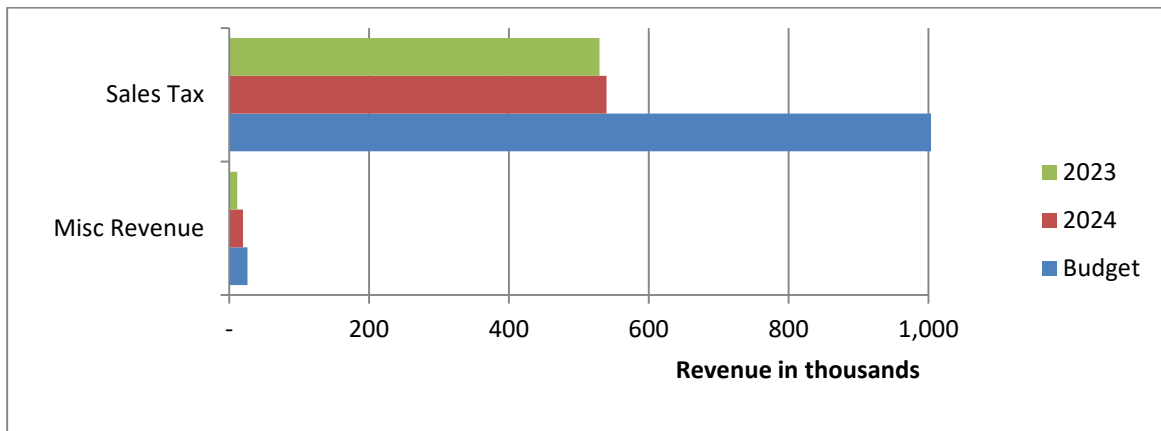
\$786,000. There is no equity transfer budgeted for the fiscal year.



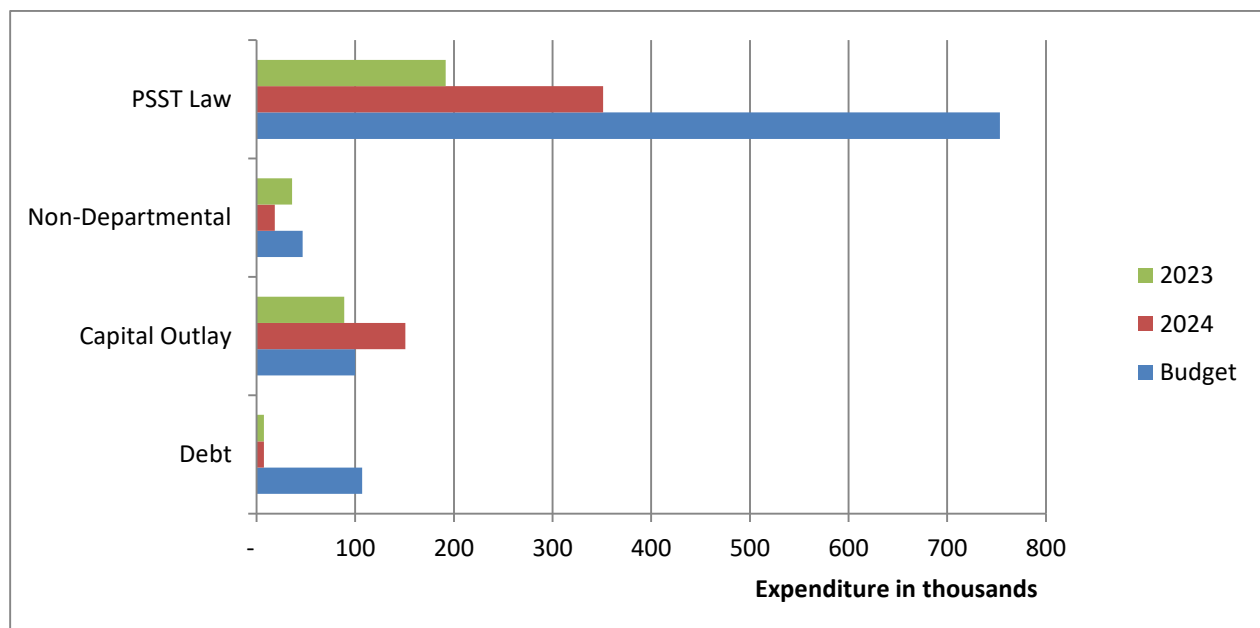
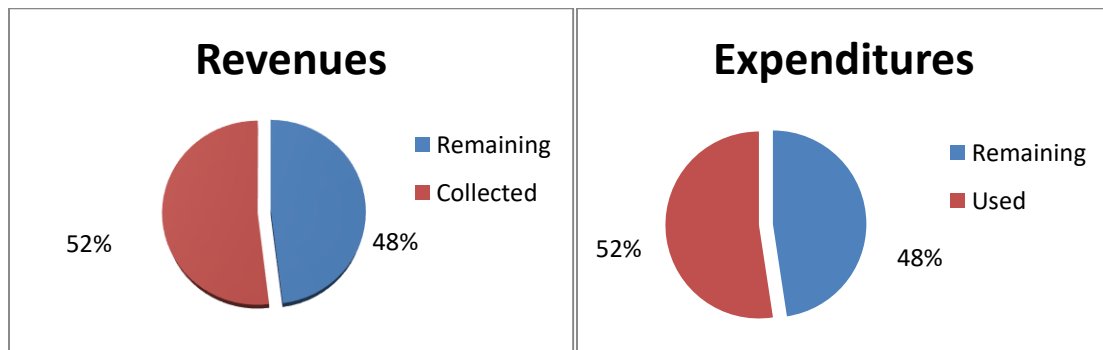
Total budgeted expenditures for the fiscal year are \$4,676,797. Total expenditures through 6 months or 50% of this fiscal year amounted to \$2,258,224 or 48% of FY24 budgeted expenditures. Community Center expenditures are \$476,941, or 2% less than the previous year. Natatorium expenditures are \$434,170, or 2% more than the previous year. Outdoor Pool expenditures are \$105,775, a decrease of 4% from last year. Non-departmental expenditures have increased 19% to \$157,660, due to increases in property and liability insurance. Capital outlay is \$121,339. Payment for debt is \$962,339. Current expenditures exceed current revenues by \$30,127.



## PUBLIC SAFETY SALES TAX FUND



Total budgeted revenues for the fiscal year are \$1,076,000. Total revenues through 6 months or 50% of this fiscal year amounted to \$559,355 or 52% of FY24 budgeted revenues. Sales tax on a cash basis is \$539,471, or an increase of \$10,056 (2%). Miscellaneous revenue is \$19,884. An equity transfer for the PSST Fund is not budgeted, at this time.



Total budgeted expenditures for the fiscal year are \$1,006,872. Total expenditures through 6 months or 50% of this fiscal year are \$527,645 or 52% of the FY24 budgeted expenditures. Law division is \$351,135, an increase of \$159,482 from the same time last year due to filled positions. Non-Departmental is \$18,410, compared to \$35,959 during the previous year (difference is due to previous year's timing of equipment maintenance expenditures). Capital outlay is \$150,662 (purchase of body cameras will be added at midyear). Payment for debt is \$7,438, comparable to the previous year. Current revenue over expense for the fund is \$31,710.

Respectfully submitted,

A handwritten signature in black ink that reads "Dominic Accurso". The signature is written in a cursive, flowing style.

Dominic Accurso  
Director of Finance



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 24-05

ORD ☒ # 4.661

Date: 1/17/2024

Department: General Administration

Meeting Date Requested: 1/22/2024

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

Subject: Attendance Policy City Board and Commission Members

Background: The City Council directed City staff to pursue an attendance policy during the 2023 Board and Commission interview process. This Ordinance amends Section 1.110.010 of the Code of Ordinances to include provisions regarding absences from scheduled meetings by City Board and Commission members. The additional language proposed would be: Any member of the City's Boards, Commissions, or Committees may be removed by the Mayor and City Council for cause stated in writing. For cause shall include, but is not limited to: absence by the member from three (3) or more consecutive scheduled meetings or twenty-five percent (25%) of scheduled meetings within the previous twelve (12) month period.

Budget Discussion: N/A

Public/Board/Staff Input: N/A

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

Bob Baer  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager



**BILL NO. 24-05**

**ORDINANCE NO. 4.661**

**AN ORDINANCE AMENDING SECTION 1.110.010 OF THE CODE OF ORDINANCES OF THE CITY OF GLADSTONE, MISSOURI, PERTAINING TO MEMBERS OF BOARDS, COMMISSIONS, AND COMMITTEES.**

**WHEREAS**, pursuant to Section 1.110.010 of the Code of Ordinances of the City of Gladstone, Missouri (the "Code of Ordinances"), the City Council has authorized certain Boards, Commissions, and Committees including various qualifications and requirements for members; and

**WHEREAS**, subsection (e) of Section 1.110.010 of the Code of Ordinances provides for removal of members of the City's Boards, Commissions, and Committees by the City Council for cause; and

**WHEREAS**, the City Council desires to amend subsection (e) of Section 1.110.010 of the Code of Ordinances to include provisions regarding absences from scheduled meetings by members as a basis for which members may be removed for cause.

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

Section 1. That subsection (e) of Section 1.110.010 of the Code of Ordinances is hereby amended to read as follows:

- (e) Any member of the City's Boards, Commissions, or Committees may be removed by the Mayor and City Council for cause stated in writing. For cause shall include, but is not limited to, absence by the member from three (3) or more consecutive scheduled meetings or twenty-five percent (25%) of scheduled meetings within the previous twelve (12) month period.

Section 2. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Section 3. That all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF JANUARY 2024.**

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Jean B. Moore, Mayor

ATTEST:

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Kris Keller, City Clerk

First Reading: January 22, 2024

Second Reading: January 22, 2024



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 24-06

ORD ☒ # 4.662

Date: 1/16/2024

Department: General Administration

Meeting Date Requested: 1/22/2024

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

Subject: An Ordinance authorizing the City Manager to enter into a Fifth Addendum to the Cooperation and Use Agreement between the North Kansas City School District and the City of Gladstone, Missouri, providing for the amended terms of the Agreement.

Background: In 2005, a Cooperation and Use Agreement was entered into between the North Kansas City School District and the City of Gladstone, Missouri, which outlined the terms of a partnership for use of the Natatorium. Since that time, several addendums have been added to the Agreement, which have allowed for increases in the Operational Fees. The latest proposed Addendum (5th), extends the term of the Agreement an additional five (5) years, from February 1, 2027 – February 7, 2032. The additional five (5) year term secures the NKCSO partnership and funding through the completion of the Community Center debt in 2032. Additionally, because the Community Center debt service will be reduced in 2027, the Fifth Addendum does provide for a reduction in the School District's annual fee.

Budget Discussion: N/A.

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

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

Bob Baer  
Department Director/Administrator

CW  
City Attorney

BB  
City Manager

**BILL NO. 24-06**

**ORDINANCE NO. 4.662**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIFTH ADDENDUM TO THE COOPERATION AND USE AGREEMENT BETWEEN THE NORTH KANSAS CITY SCHOOL DISTRICT AND THE CITY OF GLADSTONE, MISSOURI, PROVIDING FOR THE AMENDED TERMS OF THE AGREEMENT.**

**WHEREAS**, the City of Gladstone, Missouri and the North Kansas City Board of Education entered into the Cooperation and Use Agreement for the Natatorium that was approved by the Board of Education on September 27, 2005; and

**WHEREAS**, that Agreement provided, among other terms, for the parties to provide operations of the Natatorium and to enter into an addendum to the Agreement of September 27, 2005, for that purpose; and

**WHEREAS**, the City of Gladstone, Missouri and the North Kansas City Board of Education have concluded negotiations for the content of the Fifth Addendum, which extends the term and identifies the User Fees of the Agreement until February 1, 2032, which has been prepared in writing and is attached to this Ordinance in its final form; and

**WHEREAS**, the City Council finds that approval of the Fifth Addendum to the Cooperation and Use Agreement with the North Kansas City School District is in the best interests of the citizens of the City of Gladstone, Missouri.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into the Fifth Addendum to the Cooperation and Use Agreement between the City of Gladstone and the North Kansas City School District No. 74, in the form attached hereto, on behalf of the City.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF JANUARY 2024.**

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Jean B. Moore, Mayor

ATTEST:

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Kris Keller, City Clerk

First Reading: January 22, 2024

Second Reading: January 22, 2024



FIFTH ADDENDUM TO  
COOPERATION AND USE AGREEMENT  
BETWEEN

THE CITY OF GLADSTONE, MISSOURI AND  
THE NORTH KANSAS CITY SCHOOL DISTRICT NO. 74

THIS ADDENDUM is entered into this \_\_\_\_\_ day of January, 2024, and pursuant to Section 14 of the Cooperation and Use Agreement (the "Agreement"), the City of Gladstone (the "City") and the North Kansas City School District No. 74 (the "School District") mutually agree to amend the Agreement and pursuant to Section 16 of the Agreement hereby renew the Agreement for a consecutive five (5) year term beginning February 1, 2027, upon the following additional terms and conditions.

1. User Fee. The User Fee paid by the School District as set forth in Section 5(a) of the Agreement shall continue for an additional five (5) year term beginning on February 1, 2027 in the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) per year. For additional consideration in exchange for this payment, effective March 1, 2024, School District employees shall be permitted to purchase memberships to the Community Center at a twenty-five percent (25%) discount from the City's established resident membership rates in the same manner as the discount is made available to City employees. In addition, the City shall, in consultation with the School District, complete the following improvements as soon as reasonably practicable and without unnecessary delay:

- Installation of a new video board;
- Installation of a new sound system;
- Installation of new starting blocks;
- Pool deck repairs.

The parties shall cooperate to determine the specifications of the above-listed improvements.

2. Additional User Fee. The Additional User Fee paid by the School District as set forth in Section 5(b) of the Agreement shall continue for an additional five (5) year term beginning on February 1, 2027 in the amount of Two Hundred Thousand Dollars (\$200,000) per year.

IN WITNESS WHEREOF, and pursuant to the authority granted them in Section 6(g) of the Agreement, the Gladstone City Manager and the North Kansas City School District No. 74 have caused this Addendum to be executed as of the date first written above.

CITY OF GLADSTONE, MISSOURI

By \_\_\_\_\_

Robert Baer, City Manager



(SEAL)

Attest:

By \_\_\_\_\_

Kris Keller, City Clerk

NORTH KANSAS CITY SCHOOL DISTRICT NO. 74

By \_\_\_\_\_

President of Board of Education

(SEAL)

Attest:

By \_\_\_\_\_

Secretary of the Board of Education



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 24-07

ORD ☒ # 4.663

Date: 1/16/2024

Department: Finance

Meeting Date Requested: 1/22/2024

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

Subject: 2024 Certificates of Participation (COP)

Background: Issuing debt can be a very useful tool for municipalities, especially when completing large projects. The City has issued COP's in the past to finance the Police Headquarters, renovation of Fire Station #2, construction of Hobby Hill west, and the Community Center, to name just a few capital projects. City staff feels that issuing a COP in 2024 would greatly assist in funding City Council goals.

Budget Discussion: N/A.

Public/Board/Staff Input: Staff has been working with advisors to build a financing package to accomplish a number of City Council goals. Projects included in the proposed COP are: substantial water plant improvements and rehabilitation of the City's two water towers (\$14 million), local match to complete the N. Oak project (\$4.4 million), planning and construction of an addition to Flora Park (\$1,000,000), new event space at the Atkins-Johnson Farm (\$2 million), and various other projects to update and improve the indoor pool at the Community Center, and the City's IT infrastructure. Total proposed issuance is \$22.2 million. The following ordinance would allow the Mayor or City Manager to issue Certificates of Participation, given certain parameters are met. Funding for the debt service for COP will come from previous debt falling off the debt schedule.

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

Dominic Accurso  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager

**AN ORDINANCE AUTHORIZING THE CITY OF GLADSTONE, MISSOURI, TO ENTER INTO A LEASE PURCHASE AGREEMENT WITH SECURITY BANK OF KANSAS CITY WHEREBY THE CITY WILL LEASE CERTAIN PROPERTY FROM THE BANK; APPROVING A DECLARATION OF TRUST BETWEEN SECURITY BANK OF KANSAS CITY AND THE CITY PURSUANT TO WHICH CERTAIN CERTIFICATES OF PARTICIPATION WILL BE EXECUTED AND DELIVERED FOR THE PURPOSE OF FINANCING CERTAIN PROJECT COSTS FOR THE CITY; AND APPROVING CERTAIN OTHER DOCUMENTS AND THE TAKING OF CERTAIN ACTIONS NECESSARY TO DELIVER THE CERTIFICATES OF PARTICIPATION.**

**WHEREAS**, the City of Gladstone, Missouri (the "City"), desires to obtain financing for acquisition, construction, furnishing, equipping and installing of certain capital improvements, including various water treatment, trail, park and Community Center improvements and information technology network and security upgrades (the "Project"); and paying certain costs related to such actions; and

**WHEREAS**, in order to accomplish the purposes set forth herein, the City desires to authorize the execution and delivery of not to exceed \$23,000,000 of Certificates of Participation, Series 2024A (the "Certificates"); and

**WHEREAS**, in order to facilitate the foregoing and to provide financing to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into an annually renewable Lease Purchase Agreement (the "Lease Purchase Agreement") with the Trustee, pursuant to which the City will lease the Leased Property described therein on a year-to-year basis from the Trustee with an option to purchase;
2. Enter into a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), pursuant to which the City will agree to provide ongoing disclosure of financial and other information with respect to the Certificates;
3. Enter into a Tax Compliance Agreement (the "Tax Compliance Agreement") with Security Bank of Kansas City with respect to the tax-exempt status of the interest portion of the rent paid under the Lease Purchase Agreement with respect to the Certificates; and
4. Enter into the Declaration of Trust (the "Declaration of Trust") with Security Bank of Kansas City, as trustee (the "Trustee"), pursuant to which the Trustee will execute the Certificates; and

**WHEREAS**, the City intends to take competitive bids for the sale of such Certificates;



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

**Section 1. Authorization of Documents.** The Lease Purchase Agreement, the Tax Compliance Agreement, the Declaration of Trust and the Continuing Disclosure Undertaking (collectively, the “City Documents”) are hereby authorized and approved in substantially the forms submitted to and reviewed by the City Council of the City on the date hereof, with such changes therein as shall be approved by the Mayor or the City Manager of the City, with the Mayor's or City Manager's execution thereof to be conclusive of the approval thereof, provided that such documents reflect the following final terms of the Certificates:

- (a) The principal amount of the Certificates shall not exceed \$23,000,000.
- (b) The True Interest Cost of the Certificates shall not exceed 5.25%.
- (c) The Certificates shall be subject to optional prepayment beginning not later than the year 2034.
- (d) The weighted average maturity of the Series 2024A Certificates shall be between 9.0 years and 15.0 years.
- (e) The final maturity of the Certificates shall be not later than the year 2044.

The obligation of the City to pay Basic Rent Payments (as defined in the Lease Purchase Agreement) under the Lease Purchase Agreement is limited to payment from Available Revenues (as defined in the Lease Purchase Agreement) and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease Purchase Agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease Purchase Agreement shall be construed so as to give effect to such intent.

The Mayor or the City Manager is hereby authorized and directed to execute and deliver the City Documents on behalf of the City. The City Clerk is hereby authorized to affix the City's seal thereto and attest said seal where appropriate.

**Section 3. Sale of Certificates.** The sale of the Certificates by competitive sale is hereby approved, subject to the limitations set forth in Section 2. The Mayor or City Manager is authorized to accept the bid of the purchaser offering the lowest “true interest cost” to the City, upon the recommendation of the City's Municipal Advisor, Baker Tilly Municipal Advisors, LLC.

**Section 4. Notice of Sale and Official Statement.** The Notice of Sale and the Preliminary Official Statement, in substantially the forms presented to and reviewed by the City Council on the date hereof, are hereby ratified and approved, and the final Official Statement is hereby adopted by supplementing, completing and amending the Preliminary Official Statement. The Mayor or the City Manager is hereby authorized to execute the Official Statement on behalf of the City.

**Section 5. Reimbursement.** The City has made capital expenditures prior to the date of this Ordinance and expects to make capital expenditures after the date of this Ordinance in



**BILL NO. 24-07****ORDINANCE NO. 4.663**

connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of tax-exempt financing obtained for the Project to the extent allowed by the Internal Revenue Code. The maximum principal amount of the obligations expected to be issued for the Project is \$23,000,000.

**Section 6. Further Authority.** The City shall, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents and the Project.

**Section 7. Severability.** If any one or more of the terms, provisions or conditions of this ordinance shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, none of the remaining terms, provisions or conditions of this ordinance shall be affected thereby and each provision of this ordinance shall be valid and enforceable to the fullest extent permitted by law.

**Section 8. Effective Date.** This ordinance shall take effect and be in full force from and after its passage by the City Council.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF JANUARY 2024.**

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Jean B. Moore, Mayor

ATTEST:

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Kris Keller, City Clerk

First Reading: January 22, 2024

Second Reading: January 22, 2024



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 24-08

ORD ☒ # 4.664

Date: 1/18/2024

Department: General Administration

Meeting Date Requested: 1/22/2024

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

Subject: Collective Bargaining Agreement for supervisory, commissioned Police Department personnel between the City of Gladstone and the Fraternal Order of Police, Lodge 50.

Background: The Fraternal Order of Police, Lodge 50 represents supervisory, commissioned Police Department personnel. Over the last several months, the City has been bargaining in good faith with the Fraternal Order of Police, Lodge 50. Those negotiations have resulted in the attached Collective Bargaining Agreement for supervisory, commissioned Police Department personnel. This Agreement was ratified by the Fraternal Order of Police, Lodge 50 on January 17, 2024. Staff recommends approval of this Agreement.

Budget Discussion: N/A.

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

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

Bob Baer  
City Manager

JM  
City Attorney

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, LODGE 50 FOR SUPERVISORY, COMMISSIONED POLICE DEPARTMENT PERSONNEL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the City of Gladstone, Missouri (the “City”) has recognized the Fraternal Order of Police, Lodge 50 (the “Union”), as the representative for the purpose of collective bargaining for supervisory, sworn members of the City’s Police Department.; and

**WHEREAS**, the City and the Fraternal Order of Police, Lodge 50 have negotiated the terms of a Collective Bargaining Agreement between the parties; and

**WHEREAS**, on December 09, 2023, the membership of the Fraternal Order of Police, Lodge 50 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 Fraternal Order of Police, Lodge 50 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 Fraternal Order of Police, Lodge 50 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 22ND DAY OF JANUARY 2024.**

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Jean B. Moore, Mayor

ATTEST:

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Kris Keller, City Clerk

First Reading: January 22, 2024

Second Reading: January 22, 2024

**EXHIBIT A**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF  
GLADSTONE, MISSOURI AND THE FRATERNAL ORDER OF POLICE, LODGE 50**

[see attached]



**CITY OF GLADSTONE, MISSOURI**

**AND**

**FRATERNAL ORDER OF POLICE WEST CENTRAL MISSOURI REGIONAL**

**LODGE # 50**



**2024-2026**

**LABOR AGREEMENT**

**SUPERVISORY BARGAINING UNIT**

## **Article I. Preamble**

### **Section 1.01 Parties**

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

### **Section 1.02 Conflicts**

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

## **Article II. Recognition**

### **Section 2.01 Bargaining Unit**

The City recognizes the Lodge as the exclusive bargaining representative for all sworn, full-time personnel employed in the Gladstone Police Department with the rank of Sergeant.

### **Section 2.02 Added Classification**

In the event any new full-time sworn job classification is added to the Department the City will bargain with the Lodge regarding the potential inclusion of the classification in either of the existing bargaining units. The City will further bargain with the Lodge regarding the duties and wage scale for the classification.

### **Section 2.03 Non-Discrimination**

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

## **Article III. Management Rights**

### **Section 3.01 Management Rights**

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

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, discipline, and discharge employees for just cause;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;
- (h) Assign work to bargaining unit and/or civilian support personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

### **Section 3.02 Rights & Responsibilities**

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

### **Section 3.03 Operation of Law**

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

## **Article IV. Lodge Rights**

### **Section 4.01 Lodge Representatives**

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed two (2) individuals, who shall serve as official Lodge representatives for that calendar year.

### **Section 4.02 Bulletin Boards**

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

#### **Section 4.03 Use of Internal Mail**

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

#### **Section 4.04 Dues Deduction**

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to the Lodge or Lodge-affiliated accounts. The Lodge will notify the City of any change in amount to be transferred to Lodge-affiliated accounts without the need for the submission of new forms from individual members. The Lodge will provide the City 30 days' notice of any changes.

#### **Section 4.05 Lodge Business**

The City will pay full-time City employees who are on duty and who serve as Lodge representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Lodge business shall be performed on non-working time.

#### **Section 4.06 Confidentiality**

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

#### **Section 4.07 Release of Information**



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

#### **Section 4.08 Request for Information Fee**

In the event the City estimates that responding to a single information request will require the production of more than 100 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 15 cents per page.

#### **Section 4.09 Indemnification**

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

### **Article V. Supervisory Duties**

#### **Section 5.01 Sergeants Supervisory Duties**

The parties mutually acknowledge that Sergeants are supervisory employees. As such, they are obligated to direct and maintain order and efficiency among subordinate personnel. Sergeants shall assist in the scheduling of personnel and shall report any observed misconduct and/or performance problems. Sergeants shall recommend discipline when appropriate and shall have the authority to place subordinate employees on administrative leave pending investigation on their own authority, when appropriate. Sergeants shall provide objective and accurate performance evaluations and/or performance coaching assessments, after review and approval from the chain of command. Sergeants shall also administer approved discipline when directed to do so.

#### **Section 5.02 Professional Standards and Training Sergeant's Duties**

The parties mutually acknowledge that the PST Sergeant is responsible for conducting unbiased investigations into the actions and conduct of other department personnel. Neither the City, the Lodge, nor any member of either bargaining unit shall attempt to improperly influence the PST Sergeant in the discharge of his or her duties.

#### **Section 5.03 Retaliation Prohibited**

Neither the City, the Lodge, nor any member of either bargaining unit shall discriminate or retaliate against any Sergeant for the good faith performance of the above duties. Any Sergeant who is unable or unwilling to fulfill the above duties shall be subject to discharge or discipline.

## **Article VI. Past Practices**

### **Section 6.01 Establishment of Past Practices**

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

## **Article VII. Job Descriptions**

### **Section 7.01 Job Descriptions**

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

## **Article VIII. Specialized Duty Assignments**

### **Section 8.01 Specialized Assignments**

Full Time specialized assignments may include, but shall not be limited to Criminal Investigations Unit (CIU), Impact Unit, Administration and Professional Standards and Training (PST).

Part-time assignments may include but shall not be limited to UAS Supervisor, Bike Unit Supervisor, FTO Supervisor, and Honor Guard Supervisor.

### **Section 8.02 Vacancy Posting**

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

- a) Identify the vacant or new position by name and the rank of the position;
- b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and
- c) Provide the entry qualifications for the position.

### **Section 8.03 Special Assignment Vacancy**

The Chief shall fill specialized duty assignments by appointment based on operational needs, experience, and training. Interested candidates may submit notice of interest to the Chief during the posting period. The Chief may conduct a promotional process for certain openings when

consistent with operational needs, and in the event a promotional process will occur, shall provide advance notice of the criteria and schedule for the process.

#### **Section 8.04 Multiple Positions**

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

### **Article IX. Hours of Work**

#### **Section 9.01 Hours**

Sergeants working in patrol shall work twelve (12) hour shifts. The Impact Unit Sergeant shall work ten (10) hour shifts. Detective Sergeant, PST Sergeant, and Administrative Sergeant shall work eight (8) hour shifts. The Department may change the duration of the shifts and the schedule of bargaining unit employees at its discretion provided that it sends written notice to the FOP for input regarding such change at least 30 calendar days in advance of the implementation of such change. The Department shall not be required to comply with the 30-day written notice provision in cases of a temporary change (30 days or less) to the shift duration or schedule to address an emergency situation.

#### **Section 9.02 Shift Bidding Procedure**

Patrol shift sergeants will bid based on seniority. All other sergeant positions are assigned. Members assigned to Patrol shifts will complete a bidding process each October, wherein:

- (a) Sergeants shall bid for shifts based upon their seniority.
- (b) Sergeants will be given a reasonable opportunity to submit their bid of no more than twenty-four hours.
- (c) Members who fail to bid will be placed in open shift positions after the bid process is completed.
- (c) New bid assignments will become effective the first full pay period in January following the October bid.
- (d) The Police Chief shall have the authority to assign newly promoted sergeants to shifts at his or her discretion after initial promotion. Newly promoted sergeants will then bid for positions based on seniority during the next shift bid.
- (e) The Department may conduct an additional bid as necessary in the event it adopts a permanent schedule change during the course of the year.

#### **Section 9.03 Shift Transfers and Reassignments**

Employees may submit written requests to be transferred to any open Patrol position through their chain of command. Transfers shall be subject to the approval of the Commander(s) of the affected Division(s).

The Chief shall have the authority to re-assign any employee or employees to another shift for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved.

#### **Section 9.04 Meal Breaks**

The Department shall make a reasonable attempt to allow all members to receive a thirty (30) minute paid meal break, plus two (2) fifteen (15) minute paid breaks for each full shift worked.

#### **Section 9.05 Duty Trade**

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

### **Article X. Transitional Duty Assignments**

#### **Section 10.01 Duty Related Injury**

When an employee is injured in the line of duty, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified. The City will first attempt to place an injured officer in a position within the police department. If no work is available within the Department, the officer may be placed in a position within the City. While employees covered under this agreement are on Workers' Compensation leave, the City will maintain their regular base pay and the employees will sign over their Workers' Compensation checks to the City.

#### **Section 10.02 Non-Duty Related Medical Condition**

When an employee is unable to perform his or her regular work assignment due to a non-work-related injury or non-communicable illness, the City may at its discretion offer a transitional duty assignment, to the extent productive work is available and there is an operational need for the injured employee to perform the transitional work. The City shall have the option of discontinuing the transitional duty at any time. Employees with on-the-job injuries shall have preference over employees with non-work-related injuries for any such assignments.

#### **Section 10.03 Acceptance of Transitional Duty**

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a



transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

## **Article XI. Wages**

### **Section 11.01 Wages**

The parties agree that the City will maintain the current pay step system attached hereto as Appendix A.

All bargaining unit members whose job performance meets or exceeds expectations will receive a one-step pay increase on November 1 of each calendar year during the life of this Agreement, except the initial pay raise under this Agreement shall become effective upon ratification of the Agreement by the bargaining unit.

Employees hired into the bargaining unit between November 1 and April 30 of any calendar year shall be eligible for their first step increase on the next occurring November 1. Employees hired into the bargaining unit between May 1 and October 31 shall be eligible for their first step increase on the second occurring November 1 after their date of hire.

### **Section 11.02 Lateral Hires**

The Police Chief shall have discretion to place new hires at steps A through E in the pay step system, based on their relevant experience. Credit need not be given on a year-for-year basis, but shall be based on the quality and nature of the work experience in question.

### **Section 11.03 Acting Captain**

Members acting as a Captain for more than four consecutive weeks shall be paid an additional five percent (5%) above their base hourly rate, for all times spent in the acting position as a premium for all time spent working out of grade.

### **Section 11.04 Work-Related Clothing**

Detective Sergeants shall be reimbursed up to eight hundred eighty dollars (\$880) per year for actual out-of-pocket clothing expenses. Detective Sergeants seeking reimbursements shall present receipts confirming their purchases.

The City will provide two long-sleeved polos, two short-sleeved polos, and two utility pants to the Professional Standards Training Sergeant, and one long-sleeved polo, one-short sleeved polo, and one pair of utility pants to all other sergeants. These items shall be replaced at the City's expense on an as-needed basis.

### **Section 11.05 Court Time**

Members who are required to attend court, as a result of the performance of their assigned duties, during non-work hours shall be compensated for a minimum of two (2) hours or actual time worked, whichever is greater.

### **Section 11.06 Call Back or Call Out**

Members who are called to work during their off-duty hours will receive two (2) hours' pay or pay for actual time worked, whichever is greater. Members who are called in less than two (2) hours immediately prior to the beginning of the shift shall be paid for all hours actually worked and shall not be subject to the two (2) hour minimum, provided that the member's shift is not adjusted to avoid paying overtime.

## **Article XII. Overtime**

### **Section 12.01 Overtime**

Employees shall be paid at time and a half of their regular rate of pay for all hours actually worked in excess of eighty (80) hours in a fourteen-day work period. Employees working Department of Transportation (DOT) grant hours shall be paid at the rate specified by the grant regardless of whether the employee's hours exceed the overtime hour threshold for the pay period.

### **Section 12.02 Regular Rate Calculation**

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

### **Section 12.03 No Duplicative Payment**

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

### **Section 12.04 Extra-Work Assignment**

Voluntary extra work shall be offered on a first-come, first-serve basis department-wide. Involuntary extra work shall be assigned to the least senior employee from another shift. Any employee who has been forced in within the prior seven days shall be passed over, unless all other employees on their shift have been forced in as well.

The above shall not apply to special events or emergencies, wherein all employees will be subject to mandatory call-out. Nothing herein shall prevent any employee from accepting available overtime on a voluntary basis.

### **12.05 Compensatory Time**

Bargaining unit members may have the option of accepting compensatory time in lieu of overtime pay at the rate of one and a half (1.5) hours per overtime hour worked. Bargaining unit members may accumulate up to forty (40) hours of compensatory time and any overtime worked that exceeds that maximum accumulation shall be paid at the overtime rate.

### **Section 12.06 Duty-Related Phone Calls and Email**

Employees who receive one or more phone calls from any Department supervisor (Corporal, Sergeant, Captain, or Chief), or their designee, while off-duty on any given day, which call(s) last longer than seven (7) minutes, and which concern job-related issues, shall be compensated for the actual time spent on the call.

Employees shall not access work email while off duty, unless specifically instructed to do so by a Department supervisor. Employees who spend more than seven (7) minutes on work-related email on any given day while off duty shall report their time and shall be compensated for actual time spent.

### **Section 12.07 Special Events**

Employees assigned or volunteering to work Gladfest, Blues Fest, Whiskey Fest, and/or July 4<sup>th</sup> outside of their regularly scheduled shifts shall be paid premium pay at time-and-one-half their regular rate.

## **Article XIII. Health and Welfare**

### **Section 13.01 Health, Dental, Life Insurance Coverage**

- (a) The City shall provide Health, Dental, Vision, and Life Insurance plans. Employees covered under this Agreement shall be eligible for coverage under these plans on the same terms as apply for all other City employees.
- (b) The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

## **Article XIV. Retirement Benefits**

### **Section 14.01 LAGERS**

The City will continue the current LAGERS L6 non-contributory retirement program.

### **Section 14.02 Deferred Compensation Plans**

The City will maintain enrollment in the 457 Deferred Compensation Plan.

## **Article XV. Holidays**

### **Section 15.01 Holidays**

- (a) Employees covered under this Agreement shall receive the following paid holidays:

New Year's Day	January 1 <sup>st</sup>
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Martin Luther King, Jr. Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving Day	Friday Following the 4 <sup>th</sup> Thursday in November
Christmas Day	December 25

Employees shall accrue and be paid holiday time in accordance with City policies.

#### **ARTICLE XVI. Leaves of Absence**

##### **Section 16.01 Vacation Leave**

Sergeants shall accrue and use vacation in accordance with City policies.

##### **Section 16.02 Sick Leave**

Employees shall accrue and use sick leave in accordance with City policies.

##### **Section 16.03 Bereavement Leave**

Employees covered under this Agreement shall be eligible for Bereavement Leave as provided in City policy.

##### **Section 16.05 Paid Military Leave.**

Employees on military leave shall receive paid and/or unpaid leave in accordance with state and federal law.



## **Article XVII. Seniority**

### **Section 17.01 Seniority Definition**

A current seniority list is attached at Appendix B. Newly hired or promoted Sergeants shall be added to the seniority list beginning with the date of hire or promotion.

If two or more Sergeants have the same seniority date, the following criteria will be used to determine the higher seniority:

- (a) The person with the earlier Corporal promotion.
- (b) If section (a) does not resolve the tie, the earlier date of hire with the City shall be the tiebreaker.

### **Section 17.02 Roster to Be Provided**

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

### **Section 17.03 Loss of Seniority**

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

- (a) Voluntary separation;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for any shift unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,
- (f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

### **Section 17.04 Rehire**

Former bargaining unit employees who are rehired will begin to accrue seniority from the date of re-employment, without any credit for prior service with the City. The City shall not be under any obligation to rehire former bargaining unit employees but shall be entitled to exercise its best judgment regarding whether to rehire such individuals.

The City shall have discretion to offer employment to rehired employees at the rate of pay they would have been earning had they remained with the City, or at the rate they were earning when they left the City, or at the rate that would be offered to any comparable lateral hire. Reinstated or rehired employees who return after an absence of more than one month will become eligible for employee benefits on the same schedule as applies for new hires.

## **Article XVIII. Right to Return**

### **Section 18.01 Return to the Bargaining Unit Following Promotion**

Employees returned to the unit shall be placed at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any open position.

## **Article XIX. Reductions in Force**

### **Section 19.01 Lay Off**

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

### **Section 19.02 Recall List**

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

## **Article XX. Discipline**

### **Section 20.01 Discipline**

Discipline or discharge of bargaining unit represented employees will be for just cause.

### **Section 20.02 Types of Discipline**

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

- (a) Documented Verbal Warning
- (b) Written Reprimand

- (c) Suspension
- (d) Termination

### **Section 20.03 Non-Disciplinary Actions**

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

### **Section 20.04 Copies of Personnel Records**

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

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

### **Section 20.05 Lodge Representation**

Members under investigation are entitled to have an attorney or any duly authorized representative present during any questioning that the member reasonably believes may result in disciplinary action. The attorney or representative shall be permitted to confer with the member but shall not unduly disrupt or interfere with the interview. The questioning shall be suspended for a period of up to twenty-four (24) hours if the officer requests representation.

### **Section 20.06 Review of Internal Affairs or Disciplinary Files**

After the completion of any administrative investigation, upon written request of the member or the member's representative, a copy of the entire record of the administrative investigation, including, but not limited to, audio, video, and transcribed statements, shall be provided within five (5) business days of the written request. The Department may request a protective order to redact all personal identifying witness information. Any individual who reviews an internal affairs investigatory file shall maintain the confidentiality of all information contained in the file.

### **Section 20.07 Written Reprimands**

Written reprimands shall remain active in employees' personnel files for one (1) year from the date they are issued, and during that period of time, written reprimands may be used for subsequent progressive discipline. After one (1) year, written reprimands will no longer be used

for subsequent progressive discipline, but may be referred to for the purpose of demonstrating knowledge of the applicable rules or expectations, and/or to establish a pattern of behavior.

### **Section 20.08 Suspensions**

Suspensions shall remain active in the employee's personnel file indefinitely, and may be used for subsequent progressive discipline, provided that the weight to be given to prior suspensions shall be subject to the just cause analysis.

## **Article XXI. Internal Investigations**

### **Section 21.01 Administrative Investigations**

All internal investigations in disciplinary matters will be conducted in accordance with the provisions of Mo. Rev. Stat. § 590.502.2.

### **Section 21.02 Criminal Investigations**

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

### **Section 21.03 Bargaining Unit Member Involved Shooting Investigation**

- No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is reasonable suspicion or probable cause to believe a crime has been committed.
- The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate policy. The on-scene supervisor will be in charge until properly relieved by the Lead Supervisor of the investigating agency. The crime scene will be held until the Chief or his/her designee authorizes the release. The involved officer shall not leave the scene until released by the Lead Supervisor or Gladstone PD Commander or their designee, unless transported for medical evaluation or treatment.
- Immediately following the shooting, bargaining unit members may be ordered to participate in a walk-through with an assigned investigator and provide answers to the following public safety questions to provide information necessary to complete the investigation:
  - 1) Are you injured?
  - 2) If you know of anyone who was injured, what is his or her location?
  - 3) In what direction did you fire your weapon(s)?

- 4) Are there any suspects at large, what are their descriptions?
  - 5) What was the suspects' direction of travel?
  - 6) How long ago did the suspects flee?
  - 7) For what crimes are suspects wanted?
  - 8) With what weapons is the suspect armed?
  - 9) Does any evidence need to be preserved?
  - 10) Where is the evidence located?
  - 11) Did you observe any witnesses?
  - 12) Where are they?
- Besides the answers to these questions, no other questioning shall be performed at the scene.
  - A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel present during any criminal interview. No criminal interview of the bargaining unit member involved in a shooting incident shall be conducted until the officer is well rested, generally two full sleep cycles.
  - Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality may be relieved of duty and placed on Administrative Leave by the Chief or his/her designee. They will retain their badge and identification card, but not their weapon. This shall be removed and retained pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. Bargaining unit member(s) will receive formal notification of their Administrative Leave or Administrative Assignment through a Notice of Administrative Assignment.
  - If criminal charges are filed, the leave will become unpaid from the time of filing. If the charges are subsequently dropped, or if the bargaining unit member is acquitted on the charges, he or she will be returned to full duty status with all back pay, unless the Employer determines to pursue disciplinary action against the bargaining unit member, independent of the disposition of the criminal charges. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that disciplinary action. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.
  - Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality shall be required to be evaluated by a mental health professional to determine if the bargaining unit member is emotionally fit before they may return to active duty. This shall be at the expense of the City.



The City will pay the costs and expenses for counseling with a City-selected mental health provider for any bargaining unit member who is involved in a critical incident.

## **Article XXII. Grievance Procedure**

### **Section 22.01 Filing Grievances**

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

### **Section 22.02 Resolution at Earliest Possible Step**

Informal discussions with the Chief of Police or Human Resources Administrator are encouraged prior to filing grievances. The parties desire to resolve grievances at the earliest possible step and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of the Lodge and the Chief of Police or City Administration, such resolution shall be final as to that grievance.

### **Section 22.03 Waiver of Additional Process**

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

### **Section 22.04 Filed Within 15 Days**

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

### **Section 22.05 Step One**

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

### **Section 22.06 Step Two**

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

The Chief shall either issue a written decision within ten (10) calendar days, or at his or her option, may schedule a grievance meeting to discuss the matter with the grievant and a Lodge representative, at a mutually convenient time. In the event the Chief schedules such a meeting, the written decision shall be due no more than ten (10) calendar days after the grievance meeting takes place.

### **Section 22.07 Step Three**

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

### **Section 22.08 Suspension and Discharge Grievances Filed At Step Three**

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

### **Section 22.09 Lodge Representation**

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

### **Section 22.10 Time Limits**

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days. Any grievance filed or appealed after time limits have expired shall be considered null and void, and no further action shall be taken with respect to that grievance.

### **Section 22.11 No Interruptions in Service**

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

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

- A. Notify the employees in person, by telephone, and/or by mail that such strike or other interruption of continuous service is unauthorized; and
- B. Promptly order its members to return to work.

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 22.11.

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

## **Article XXIII. Arbitration**

### **Section 23.01 Appeal to Arbitration**

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Three, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Human Resources Administrator within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Manager or his or her designee fails to issue a Step Three decision.

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

### **Section 23.02 Selection of the Arbitrator**

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a sub-regional panel of seven (7) arbitrators to the

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

### **Section 23.03 Decision of the Arbitrator**

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

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of the dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

### **Section 23.05 Costs Shared Equally**

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

## **Article XXIV. Labor Management Committee**

### **Section 24.01 Labor/Management Meetings**

There shall be a Labor/Management Committee consisting of two (2) representatives from Department management and two (2) representatives from the bargaining unit.

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

## **Section 24.02 Labor/Management Committee Purpose**

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

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
- (c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices.
- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

## **Section 24.03 Request for Meeting**

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

## **Article XXV. General Provisions**

### **Section 25.01 Uniforms and Equipment**

The City will provide all necessary uniforms and equipment to the appropriate members.

- (a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.
- (b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.
- (c) Sergeants may choose to wear long or short sleeve shirts at their discretion.



- (d) Sergeants with twenty-five (25) or more years of service who are in good standing at the time of retirement from the police department shall be gifted their firearm by the department at the time of departure.

### **Section 25.02 Off-Duty Actions**

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty, to the maximum extent allowed under the City's workers' compensation policy.

### **Section 25.03 Policies to Be Available**

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

### **Section 25.04 Outside Employment**

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval.

### **Section 25.05 Release of Personal Information**

The City shall not release an employee's personal information, including name, date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

### **Section 25.06 Uncompensated Work Prohibited**

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

## **Article XXVI. Training**

### **Section 26.01 Pay for Training**

Training required by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All costs associated with required training shall be paid by the Department. Meal reimbursement and travel pay shall be provided in accordance with City policy.

#### **Section 26.02 Return from Training**

Employees covered under this Agreement, who are attending external training, shall not be required to return to work, if there are fewer than four hours remaining in the shift, except in case of staffing shortage. Employees who elect not to return to work shall be paid for time spent in training, and may elect to use accrued comp time or vacation time to cover the remainder of their regularly scheduled hours, if they so desire.

### **Article XXVII. Complete Agreement**

#### **Section 27.01 Zipper Clause**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXIV.

#### **Section 27.02 Complete Agreement**

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties. Individual agreements concerning training costs or signing incentives shall remain in effect.

#### **Section 27.03 Savings**

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

## Article XXVIII. Term of Agreement

### Section 28.01 Effective Date

This Agreement shall become effective upon ratification by the Union and adoption by the City Council and shall remain in effect through October 31, 2026. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

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

Robert Baer  
City Manager

Rick Inglema  
President

\_\_\_\_\_  
On behalf of  
The City of Gladstone

\_\_\_\_\_  
On behalf of  
FOP West Central Missouri Lodge No. 50

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A

PD PAY SCALE			
<i>City of Gladstone</i>			
Law Enforcement			
<b>Sergeant</b>	Pay Grade	Hourly	Annual Equivalent
	A	<del>\$32.0673</del>	<del>\$66,700</del>
	B	<del>\$33.0293</del>	<del>\$68,701</del>
	A	\$34.0202	\$70,762
	B	\$35.0408	\$72,885
	C	\$36.0920	\$75,071
	D	\$37.1748	\$77,324
	E	\$38.2900	\$79,643
	F	\$39.4387	\$82,033
	G	\$40.6219	\$84,494
	H	\$41.8406	\$87,028
	I	\$43.0957	\$89,639
	J	\$44.3884	\$92,328
	K	\$45.7202	\$95,098
	L	\$47.0914	\$97,950