



**CITY COUNCIL MEETING
7010 NORTH HOLMES
GLADSTONE, MISSOURI
MONDAY, DECEMBER 9, 2024**

The City Council will meet in Closed Executive Session at 6:30 pm, Monday, December 9, 2024, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021(1) for Litigation and Confidential or Privileged Communications with Legal Counsel, 610.021(2) Real Estate, 610.021(3) Personnel, 610.021(9) Employee Groups, and 610.021 (12) Negotiated Contract.

OPEN STUDY SESSION 6:45 PM

1. **Audit Report:** Emily Shelton from BT&Co. will present the audit information for fiscal year 2024.
2. **Gladstone Magazine:** Communications Specialist Nikki Lansford will provide an update on the City's magazine.
3. **Atkins-Johnson Farm and Museum Event Center Floor Plans:** Director Merkey will present the interior renderings of the barn kit.

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 November 11, 2024, Closed City Council Meeting Minutes.**
6. **Approval of the November 11, 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.**
 - Board and Commission Appointments.
 - Presentation for Retiring Board and Commission members.
9. **Communications from the City Manager.**
10. **CONSENT AGENDA**

RESOLUTION R-24-74, A Resolution authorizing the City Manager to enter into a Nuisance Abatement Services Agreement with Weber's Tree Service, LLC.

RESOLUTION R-24-75, A Resolution authorizing acceptance of a TIPS-USA Cooperative Purchasing Proposal from McConnell and Associates Corporation in the amount of \$87,424.00 for the conversion of the 72nd Street Tennis Courts into Pickleball Courts Project CP2555.

REGULAR AGENDA

11. **FIRST READING BILL NO. 24-33**, An Ordinance rescinding Ordinance Number 4.664 approving a Collective Bargaining Agreement with the Fraternal Order of Police, Lodge 50 for Supervisory, Commissioned Police Department Personnel.
12. **RESOLUTION R-24-76**, A Resolution authorizing acceptance of a Sourcewell Cooperative Purchasing Proposal from CXT, Incorporated, in the amount of \$108,818.00 for the purchase of Precast Concrete Restrooms for the 72nd Street Pickleball Courts Project CP2555.

13. RESOLUTION R-24-77, A Resolution authorizing the City Manager to execute a contract with Legacy Post and Beam, Incorporated, in the total amount not to exceed \$326,244.23 for the purchase of a 1.5 Story Gable Barn Kit Project CP2454.

14. Other Business.

15. 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
December 5, 2024



Department of Finance Memorandum

DATE: December 4, 2024

TO: Robert M. Baer – City Manager

FROM: Matt Dayton – Director of Finance

RE: Auditor's Presentation

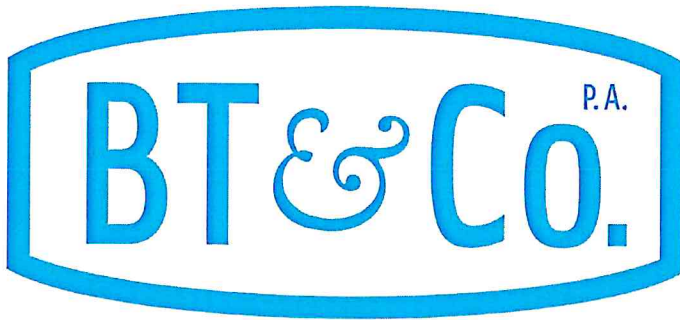
The 2024 fiscal year audit is now substantially complete and we have received the draft Report to the Mayor and City Council from our auditors (report to follow memo). This report satisfies the auditor's responsibility to communicate certain matters to those charged with governance. The matters include the responsibilities of the auditors with regard to the financial statements, planning, timing, and scope of the audit, along with auditor's adjustments and findings. The management representation letter is also part of the report. The letter attests to the accuracy of the financial statements that we have submitted to the auditors for their analysis.

I am pleased to announce that the audit is progressing very well with minimal audit adjustments and with no material findings. The majority of adjustments on pages 18 through 22 are entity wide adjustments (EW). These are adjustments that convert the fund financial statements (fixed assets, long term debt, and deferred inflows or outflows are not recognized) to the Government Wide Financial Statements (resemble private sector financial statements). These adjustments are not corrections to the financials, but rather entries to show the differences between the Government Wide Financial Statements and the Governmental Fund Financial Statements.

As of December 4th, the Finance staff is working towards the final steps to complete the audit. The final Annual Comprehensive Annual Financial Report (ACFR) should be available on the City's website by the end of the month. I would like to thank and recognize Financial Systems Analyst Robert Daniels and the staff from BT&Co. for their exceptional work on this year's audit.

Emily Sheldon from BT&Co., will present this information during the December 9th Open Study Session. They will also discuss any new reporting requirements as well as address any questions or concerns from the City Council.

Should you have any questions or concerns, please contact me at your convenience.



Certified Public Accountants

CITY OF GLADSTONE, MISSOURI

Report to the Honorable Mayor and City Council
[Date of Issuance of Communication]



Certified Public Accountants

[Date of Issuance of Communication]

Honorable Mayor and City Council
City of Gladstone, Missouri
7010 N. Holmes Street
Gladstone, Missouri 64118

We are pleased to present this report related to our audit of the basic financial statements and compliance of the City of Gladstone, Missouri (the City) as of and for the year ended June 30, 2024. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City's financial and compliance reporting process.

This report is intended solely for the information and use of the City Council and management and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the City.

[FIRM SIGNATURE]

CITY OF GLADSTONE, MISSOURI
Report to the Honorable Mayor and City Council
[Date of Issuance of Communication]

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Required Communications

Auditing standards generally accepted in the United States of America (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the basic financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial and related compliance reporting process.

Area	Comments
Our Responsibilities With Regard to the Financial Statement and Compliance Audit	Our responsibilities under auditing standards generally accepted in the United States of America; <i>Government Auditing Standards</i> issued by the Comptroller General of the United States; the Single Audit Act; Subpart F of Title 2 U.S. Code of Federal Regulations Part 200, <i>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i> (the Uniform Guidance); and the U.S. Office of Management and Budget's Compliance Supplement have been described to you in our engagement letter dated June 25, 2024. Our audit of the basic financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.
Overview of the Planned Scope and Timing of the Financial Statement Audit	We have issued a separate communication dated August 27, 2024 regarding the planned scope and timing of our audit and identified significant risks.
Accounting Policies and Practices	Preferability of Accounting Policies and Practices Under accounting principles generally accepted in the United States of America, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice. Adoption of, or Change in, Accounting Policies Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. The City did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current period.

Area	Comments
	<p>Significant Accounting Policies</p> <p>We did not identify any significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</p> <p>Significant Unusual Transactions</p> <p>We did not identify any significant unusual transactions.</p> <p>Management's Judgments and Accounting Estimates</p> <p>Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached Summary of Significant Accounting Estimates.</p>
Audit Adjustments	<p>Audit adjustments, other than those that are clearly trivial, proposed by us and recorded by the City are shown in the attached representation letter.</p>
Uncorrected Misstatements	<p>We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.</p>
Other Information Included in Annual Reports	<p>Our responsibility for other information included in annual reports is to read the information and consider whether its content or the manner of its presentation is materially inconsistent with the financial information covered by our auditors' report, whether it contains a material misstatement of fact, or whether the other information is otherwise misleading. We read the City's introductory and statistical sections. We did not identify material inconsistencies with the audited basic financial statements.</p>
Observations About the Audit Process	<p>Disagreements With Management</p> <p>We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the basic financial statements.</p>

Area	Comments
Shared Responsibilities for Independence	Consultations With Other Accountants
	<p>We are not aware of any consultations management had with other accountants about accounting or auditing matters.</p>
	Significant Issues Discussed With Management
	<p>No significant issues arising from the audit were discussed or were the subject of correspondence with management.</p>
	Significant Difficulties Encountered in Performing the Audit
	<p>We did not encounter any significant difficulties in dealing with management during the audit.</p>
	Difficult or Contentious Matters That Required Consultation
	<p>We did not encounter any significant and difficult or contentious matters that required consultation outside the engagement team.</p>
	<p>Independence is a joint responsibility and is managed most effectively when management, audit committees (or their equivalents), and audit firms work together in considering compliance with American Institute of Certified Public Accountants (AICPA) and Government Accountability Office (GAO) independence rules. For BT&Co., P.A. to fulfill its professional responsibility to maintain and monitor independence, management, the City Council, and BT&Co., P.A. each play an important role.</p>
	Our Responsibilities
	<ul style="list-style-type: none"> • AICPA and GAO rules require independence both of mind and in appearance when providing audit and other attestation services. BT&Co., P.A. is to ensure that the AICPA's and GAO's General Requirements for performing non-attest services are adhered to and included in all letters of engagement. • Maintain a system of quality management over compliance with independence rules and firm policies.

Area	Comments
<p>Significant Written Communications Between Management and Our Firm</p>	<p>The City's Responsibilities</p>
	<ul style="list-style-type: none"> • Timely inform BT&Co., P.A., before the effective date of transactions or other business changes, of the following: <ul style="list-style-type: none"> – New affiliates, directors, or officers. – Changes in corporate structure impacting affiliates such as add-on acquisitions or exits. – Changes in the organizational structure or the reporting entity impacting affiliates such as subsidiaries, partnerships, related entities, investments, joint ventures, component units, or jointly governed organizations. • Provide necessary affiliate information such as new or updated structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations. • Understand and conclude on the permissibility, prior to the City and its affiliates, officers, directors, or persons in a decision-making capacity, engaging in business relationships with BT&Co., P.A. • Not entering into arrangements of nonaudit services resulting in BT&Co., P.A. being involved in making management decisions on behalf of the City. • Not entering into relationships resulting in close family members of BT&Co., P.A. covered persons, temporarily or permanently acting as an officer, director, or person in an accounting, financial reporting, or compliance oversight role at the City. <p>Copies of significant written communications between our firm and the management of the City, including the draft representation letter provided to us by management, are attached.</p>

CITY OF GLADSTONE, MISSOURI

Summary of Significant Accounting Estimates

Year Ended June 30, 2024

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events, and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. The following summarizes the significant accounting estimates reflected in the City's basic financial statements:

Significant Accounting Estimates	
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Fair value of investments	
Accounting policy	The fair value of investments is computed by the custodians of the investments.
Management's estimation process	Management obtained and reviewed the year-end valuations prepared by the custodians.
Basis for our conclusion on the reasonableness of the estimate	Review of the investment information prepared by the custodians resulted in our conclusion that the estimate appears reasonable.

Allowance for doubtful accounts	
Accounting policy	The allowance for doubtful accounts is computed by the finance department and is based on the historical experience of collecting past due receivables.
Management's estimation process	Management reviews receivables at year-end and calculates an allowance for doubtful accounts based on the historical experience of collecting past due receivables.
Basis for our conclusion on the reasonableness of the estimate	Review of information supporting the estimate resulted in our conclusion that the estimate appears reasonable.

Leases receivable and related deferred inflows of resources	
Accounting policy	The leases receivable and related deferred inflows of resources are computed by an firm hired by the City.
Management's estimation process	The leases receivable are measured at the present value of lease payments expected to be received during the lease term, and the deferred inflows are measured at the value of the leases receivable plus payments received at or before the commencement of the lease term that relate to future periods.
Basis for our conclusion on the reasonableness of the estimate	Review of the lease information prepared by the firm resulted in our conclusion that the estimates appear reasonable.

Net pension asset and related deferred inflows and outflows of resources	
Accounting policy	The net pension asset and related deferred inflows and outflows of resources are computed by an independent actuarial firm hired by LAGERS.
Management's estimation process	Management of the City obtained and reviewed the GASB Statement No. 68, Employer Reporting Accounting Schedules as of June 30, 2024. Management compared the City's employer contributions as shown on these schedules to the City's actual contributions and recalculated its net pension asset.
Basis for our conclusion on the reasonableness of the estimate	Review of management's analysis resulted in our conclusion that the estimates appear reasonable.

Total OPEB liability and related deferred inflows and outflows of resources	
Accounting policy	The total OPEB liability and related deferred inflows and outflows of resources are computed by an independent actuarial firm. The disclosure is based upon numerous assumptions and estimates, including the expected rate of investment return, the interest rate used to determine the present value and medical care cost trend rates.
Management's estimation process	Management obtained and reviewed the valuation prepared by the independent actuarial firm.
Basis for our conclusion on the reasonableness of the estimate	Review of information prepared by the actuary supporting the estimate resulted in our conclusion that the estimate appears reasonable.

Lease right-to-use assets and lease obligations payable	
Accounting policy	The lease right-to-use assets and lease obligations payable are computed by an firm hired by the City.
Management's estimation process	The lease obligations payable are measured at the present value of payments expected to be made during the lease term, and the lease right-to-use assets are measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.
Basis for our conclusion on the reasonableness of the estimate	Review of the lease information prepared by the firm resulted in our conclusion that the estimates appear reasonable.

BT&Co., P.A.
4301 SW Huntoon Street
Topeka, Kansas 66604-1659

This representation letter is provided in connection with your audit of the basic financial statements of the City of Gladstone, Missouri (the City) as of and for the year ended June 30, 2024 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, that as of the date of the auditors' report:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 25, 2024 for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of controls to prevent and detect fraud.
4. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP, and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.
5. Related-party transactions have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Types of related party transactions engaged in by the City include:
 - a. Those with component units for which the City is accountable.
 - b. Interfund transactions, including interfund transfers.
6. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.

7. The City followed either its established accounting policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or followed paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes.
8. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
9. All events subsequent to the date of the financial statements, and for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed.
10. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
11. Management has followed applicable laws and regulations in adopting, approving, and amending budgets.
12. Risk disclosures associated with deposit and investment securities are presented in accordance with GASB requirements.
13. Provisions for uncollectible receivables have been properly identified and recorded.
14. Capital assets, including infrastructure, intangible assets, and right-to-use assets, are properly capitalized, reported and, if applicable, depreciated.
15. The City has properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in the debt agreements related to significant default or termination events with finance-related consequences and significant subjective acceleration clauses in accordance with GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*.
16. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
17. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
18. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
19. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
20. The City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available is appropriately disclosed and net position is properly recognized under the policy.

21. The government disclosed the names of entities with which it has a tax abatement agreement, the total gross amount of taxes abated during the period, the specific taxes that were abated and whether any commitments other than to reduce taxes were made as part of any tax abatement agreement as required by GASB Statement No. 77, *Tax Abatement Disclosures*.
22. The government disclosed tax abatements entered into by other governments that affect its revenues, including the names of the governments that entered into the agreements, the specified taxes being abated, and the gross dollar amount of taxes abated during the period, as required by GASB Statement No. 77.
23. In the audit engagement letter dated June 25, 2024, we requested that you perform the following nonaudit services in connection with your audit:
 - a. Draft the financial statements;
 - b. Assist with the submission to Federal Audit Clearinghouse.

With respect to these services:

- a. We have made all management decisions and performed all management functions;
 - b. We assigned an appropriate individual to oversee the services;
 - c. We evaluated the adequacy and results of the services performed, and made an informed judgment on the results of the services performed;
 - d. We have accepted responsibility for the results of the services; and
 - e. We have accepted responsibility for all significant judgments and decisions that were made.
24. We have no direct or indirect legal or moral obligation for any debt of any organization, public or private, that is not disclosed in the financial statements.
25. We have complied with all aspects of laws, regulations and provisions of contracts and agreements that would have a material effect on the financial statements in the event of noncompliance.
26. We have reviewed the GASB Statements effective for the fiscal year ending June 30, 2024 and concluded the implementation of the following Statements did not have a material impact on the basic financial statements:
 - a. GASB Statement No. 99, *Omnibus 2022*
 - b. GASB Statement No. 100 *Accounting Changes and Error Corrections*
27. We have no knowledge of any uncorrected misstatements in the financial statements.
28. We agree with the adjusting journal entries included in the attached schedule and will record these entries in our accounting system as of June 30, 2024, as applicable.

Information Provided

29. We have provided you with:
- a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the governing board and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
30. All transactions have been recorded in the accounting records and are reflected in the basic financial statements.
31. We have disclosed to you the results of our assessment of risk that the basic financial statements may be materially misstated as a result of fraud.
32. It is our responsibility to establish and maintain internal control over financial reporting. One of the components of an entity's system of internal control is risk assessment. We hereby represent that our risk assessment process includes identification and assessment of risks of material misstatement due to fraud. We have shared with you our fraud risk assessment, including a description of the risks, our assessment of the magnitude and likelihood of misstatements arising from those risks, and the controls that we have designed and implemented in response to those risks.
33. We have no knowledge of allegations of fraud or suspected fraud affecting the City's basic financial statements involving:
- a. Management.
 - b. Employees who have significant roles in internal control.
 - c. Others where the fraud could have a material effect on the basic financial statements.
34. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's basic financial statements received in communications from employees, former employees, analysts, regulators, or others.
35. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.
36. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.

37. We have disclosed to you the identity of all of the City's related parties and all the related-party relationships and transactions of which we are aware.
38. We are aware of no deficiencies in internal control over financial reporting, including significant deficiencies or material weaknesses, in the design or operation of internal controls that could adversely affect the City's ability to record, process, summarize, and report financial data.
39. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
40. It is our responsibility to inform you of all current and potential affiliates of the City as defined by the "State and Local Government Client Affiliates" interpretation (ET sec. 1.224.020). Financial interests in, and other relationships with, affiliates of the City may create threats to independence. We have:
 - a. Provided you with all information we are aware of with respect to current and potential affiliates, including degree of influence assessments and materiality assessments.
 - b. Notified you of all changes to relevant considerations that may impact our determination of the existence of current or potential affiliates involving (i) changes in the determination of the materiality of an entity to the City's financial statements as a whole, (ii) the level of influence the City has over an entity's financial reporting process or (iii) the level of control or influence the City or a potential or current affiliate has over an investee that is not trivial or clearly inconsequential, sufficiently in advance of their effective dates to enable the City and BT&Co., P.A. to identify and eliminate potential impermissible services and relationships between BT&Co., P.A. and those potential affiliates, prior to the effective dates.
 - c. Made you aware, to the best of our knowledge and belief, of any nonaudit services that the City or any of our affiliates has engaged BT&Co., P.A. to perform.
41. We agree with the findings of specialists in evaluating the fair value of investments, leases receivable and related deferred inflows of resources, lease right-to-use assets, lease obligations payable, the net pension asset and related deferred outflows and inflows of resources, and total OPEB liability and related deferred outflows and inflows of resources and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
42. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Supplementary Information

43. With respect to supplementary information presented in relation to the basic financial statements as a whole:
- a. We acknowledge our responsibility for the presentation of such information.
 - b. We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP.
 - c. The methods of measurement or presentation have not changed from those used in the prior period.
 - d. When supplementary information is not presented with the audited basic financial statements, we will make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditors' report thereon.
44. With respect to the required supplementary information (i.e., management's discussion and analysis and the required supplementary information listed in the table of contents) presented as required by U.S. GAAP to supplement the basic financial statements:
- a. We acknowledge our responsibility for the presentation of such required supplementary information.
 - b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.
 - c. The methods of measurement or presentation have not changed from those used in the prior period.

Compliance Considerations

In connection with your audit conducted in accordance with *Government Auditing Standards*, we confirm that management:

- 45. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.
- 46. Is responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the auditee.
- 47. Is not aware of any instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements.
- 48. Is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 49. Acknowledges its responsibility for the design, implementation, and maintenance of controls to prevent and detect fraud.

50. Has a process to track the status of audit findings and recommendations.
51. Is not aware of any investigations or legal proceedings that have been initiated with respect to the period under audit.

CITY OF GLADSTONE, MISSOURI

Robert Baer, City Manager

Date Signed _____

Matt Dayton, Director of Finance

Date Signed _____

City of Gladstone, Missouri
Year Ended June 30, 2024
Adjusting Journal Entries

Number	Date	Account Name	Account Number	Debit	Credit
1	6/30/2024	Compensated absences			-2,242,340.00
		Fund Balance		2,327,535.00	
		General Administration		45,333.00	
		Finance		12,567.00	
		Public Safety			-177,845.00
		Public Works		2,367.00	
		Community Development		41,094.00	
		Parks & Recreation			-8,711.00
		Entity-wide entry to record accrued compensated absences			
2	6/30/2024	Interest Payable			-286,299.00
		Fund Balance		287,448.00	
		Interest Expense			-1,149.00
		Entity-wide entry to record accrued interest on debt			
3	6/30/2024	Lease Payable			-11,414,779.00
		Loan Payable			-1,261,377.00
		COP's payable			-36,658,097.00
		Premium on LT debt			-1,973,485.00
		Fund Balance		45,285,633.00	
		OFS - Debt proceeds		7,505,000.00	
		OFS - Debt proceeds		1,604,000.00	
		OFS - Debt proceeds		519,625.00	
		Interest Expense			-85,027.00
		Interest Expense			-12,781.00
		Principal			-3,508,712.00
		Entity-wide entry to record debt			
4	6/30/2024	Sale of Assets	501-0000-400-00-00-369400	160,718.00	
		AO - To reclassify project costs - A/C 460300	501-0000-900-99-99-490010		-384,563.00
		AO - Depreciation Expenses	501-0000-900-99-99-490014	223,845.00	
		To true up depreciation and recognize loss on sale of capital assets rather than revenue			
5	6/30/2024	Deferred outflows - OPEB		110,015.00	
		Deferred inflows - OPEB			-332,089.00
		OPEB liability			-204,875.00
		Fund Balance		435,365.00	
		General Administration			-1,042.00
		Finance			-1,581.00
		Public Safety			-1,184.00
		Public Works			-1,436.00
		Community Development			-918.00

Parks & Recreation			-2,255.00
Deferred Outflows-OPEB	501-0000-000-00-00-190100		-1,122.00
Deferred Inflows-OPEB	501-0000-000-00-00-200100		-36,218.00
OPEB Long Term Liability	501-0000-000-00-00-233000	25,067.00	
Benefits/Health Insurance	501-0000-473-70-72-415330	4,209.00	
Benefits/Health Insurance	501-0000-473-70-73-415330	6,703.00	
Benefits/Health Insurance	501-0000-474-70-74-415330	1,361.00	

Entity-wide entry to record OPEB activity

6	6/30/2024	Cash	401-0000-000-00-00-100000		-79,896.00
		Fed Intergov City Wide	401-0000-300-00-00-331700	79,896.00	
		Cash	501-0000-000-00-00-100000	79,896.00	
		Water and Sewer Accounts Receivable	501-0000-000-00-00-115100		-79,896.00

Client-prepared entry to correct Clay County
payment for co-located dispatch

7	6/30/2024	GASB87 Lease Receivable	101-0000-000-00-00-115920		-527,512.00
		GASB87 Accrued Interest Receivable	101-0000-000-00-00-136110	1,867.00	
		GASB87 Deferred Inflow of Resources	101-0000-000-00-00-229800	511,624.00	
		Interest Revenue	101-0000-200-00-00-361101		-1,867.00
		Interest Revenue	101-0000-200-00-00-361101		-12,374.00
		Lease Revenue	101-0000-200-00-00-362201		-511,624.00
		Miscellaneous Revenue	101-0000-900-99-99-369990	539,886.00	
		GASB87 Lease Receivable	202-0000-000-00-00-115920		-500,202.00
		GASB87 Accrued Interest Receivable	202-0000-000-00-00-136110	7,796.00	
		GASB87 Deferred Inflow of Resources	202-0000-000-00-00-229800	505,878.00	
		Interest Revenue	202-0000-200-00-00-361101		-7,796.00
		Interest Revenue	202-0000-200-00-00-361101		-24,798.00
		Lease Revenue	202-0000-200-00-00-362201		-505,878.00
		NKC Natatorium User Fee	202-0000-600-00-00-333800	525,000.00	
		Development Agreements	450-0000-552-50-52-440150		-198,000.00
		Lease Principal	450-0000-900-99-99-490035	154,414.00	
		Lease Interest	450-0000-900-99-99-490036	43,586.00	

Fund-level entry to record lease activity

8	6/30/2024	Right-to-Use Asset		3,289,922.00	
		Interest Payable			-11,547.00
		Lease Liability			-2,648,680.00
		Fund Balance		17,751.00	
		Community Development			-154,416.00
		Non-departmental			-57,616.00
		Accumulated Amortization			-647,858.00
		Interest Expense			-3,554.00
		Amortization Expense		215,998.00	

Entity-wide entry to record lease activity

9	6/30/2024	Contractual	101-0000-221-99-99-440160		-47,329.00
		Lease Principal	101-0000-900-99-99-490035	41,628.00	
		Lease Interest	101-0000-900-99-99-490036	5,701.00	

Fund-level entry to record SBITA activity

10	6/30/2024	Right-to-Use Asset (SBITA)		634,370.00	
		Interest Payable			-3,475.00
		Subscription Liability			-173,336.00
		Fund Balance			-328,199.00
		Non-departmental			-41,628.00
		Accumulated Amortization (SBITA)			-186,174.00
		Interest Expense			-634.00
		Amortization Expense		99,076.00	
		Entity-wide entry to record SBITA activity			
11	6/30/2024	Loan Proceeds	501-0000-400-00-00-373000	896,000.00	
		COPS Principal	501-0000-711-99-99-470940	261,063.00	
		COPS Principal	501-0000-711-99-99-470940		-6,135.00
		COPS Interest	501-0000-721-99-99-470930		-261,063.00
		COPS Interest	501-0000-721-99-99-470930	6,135.00	
		AO - To reclassify Debt Payments - A/C 470940	501-0000-900-99-99-490021		-896,000.00
		To adjust CWSS principal expense and loan proceeds to zero			
12	6/30/2024	General Administration		119,093.00	
		Finance		166,089.00	
		Public Safety		1,033,652.00	
		Public Works		195,940.00	
		Community Development		100,172.00	
		Parks & Recreation		423,785.00	
		Non departmental expense			-2,038,731.00
		Entity-wide entry to reclassify non-departmental expenditures			
13	6/30/2024	Land and land rights		9,972,034.00	
		Construction in progress		20,188,132.00	
		Buildings		41,552,904.00	
		Improvements		18,179,708.00	
		Machinery and Equipment		15,433,673.00	
		Infrastructure		189,506,074.00	
		Accumulated Depreciation			-193,918,434.00
		Fund Balance			-95,204,752.00
		OFS - Sales of capital assets		221,482.00	
		Gain/loss on disposal			-147,050.00
		General Administration		114,235.00	
		Finance		263,209.00	
		Public Safety		1,055,699.00	
		Public Works		3,620,844.00	
		Community Development		514,661.00	
		Parks & Recreation		748,349.00	
		Non-departmental		346,546.00	
		Capital outlay			-12,447,314.00
		Entity-wide entry to record capital asset activity			

14	6/30/2024	Prepaid Expenses - Senior Activities	101-0000-000-00-00-155650		-15,891.00
		Prepaid Expenses - Senior Activities	101-0000-000-00-00-155650	3,859.00	
		Deferred Revenue - Senior Activities	101-0000-000-00-00-229230	54,331.00	
		Senior Activities-previous year	101-0000-600-00-00-347902		-66,658.00
		Senior Activities - Day Trip	101-0000-600-00-00-347903	12,327.00	
		Senior Activities-previous year	101-0000-667-60-67-440182	15,891.00	
		Day Trip	101-0000-667-60-67-440284		-2,101.00
		Overnight	101-0000-667-60-67-440384		-1,758.00

Client-prepared entry to adjust deferred revenue
for senior activities and true up prepaid expense
for senior activities

15	6/30/2024	Fund Balance	101-0000-000-00-00-259000	700.00	
		Overtime	101-0000-332-30-32-410120	1,695.00	
		Uniforms	101-0000-336-30-32-420240		-2,395.00
		Retained Earnings	501-0000-000-00-00-279000		-4,948.00
		Benefits/Health Insurance	501-0000-473-70-73-415330	4,948.00	

To roll forward fund balance

16	6/30/2024	Deferred outflows - pension		4,639,986.00	
		Deferred inflows - pension			-291,269.00
		LAGERS asset		2,303,696.00	
		Fund Balance			-6,658,391.00
		General Administration		740.00	
		Finance		1,123.00	
		Public Safety		841.00	
		Public Works		1,020.00	
		Community Development		652.00	
		Parks & Recreation		1,602.00	
		Deferred Outflows-Pension	501-0000-000-00-00-190000	203,682.00	
		Asset - Pension	501-0000-000-00-00-190200		-307,681.00
		Deferred Inflows-Pension	501-0000-000-00-00-200000	81,217.00	
		Wages & Salaries	501-0000-473-70-72-410110	7,812.00	
		Wages & Salaries	501-0000-473-70-73-410110	12,444.00	
		Wages & Salaries	501-0000-474-70-74-410110	2,526.00	

Entity-wide entry to record pension activity

17	6/30/2024	Cash	501-0000-000-00-00-100000	11,394.00	
		Customer Deposits	501-0000-000-00-00-151570		-11,394.00

To reclassify CWSS customer deposits to actual

18	6/30/2024	Restricted Cash - UMB Lease Account	101-0000-000-00-00-101601		-2,666.00
		Loan Proceeds	101-0000-200-00-00-373000	2,666.00	
		Restricted Cash - UMB Lease Account	501-0000-000-00-00-101601	2,666.00	
		Loan Proceeds	501-0000-400-00-00-373000		-2,666.00

To reclassify loan proceeds from General Fund
to Fund 501

19	6/30/2024	Current Lease Purchase Payable	501-0000-000-00-00-212000	295,951.00	
		2017 Lease Purchase Current	501-0000-000-00-00-212101		-2,440.00
		Current 2016 Height's Payable	501-0000-000-00-00-214000		-1,123.00
		2020A COP Payable Current	501-0000-000-00-00-220000		-47,486.00
		2024 COP Payable Current	501-0000-000-00-00-220102		-820,000.00
		Lease Purchase Payable Long Term	501-0000-000-00-00-232000		-1,456,721.00
		2016 Height's Payable Long Term	501-0000-000-00-00-238000	38,544.00	
		2017 Lease Purchase Long Term	501-0000-000-00-00-239000	61,499.00	
		2020A COP Long Term	501-0000-000-00-00-239500	61,990.00	
		2024 COP Long Term	501-0000-000-00-00-242024	820,000.00	
		AO - To reclassify Debt Payments - A/C 470940	501-0000-900-99-99-490021	1,049,786.00	

To adjust Fund 501 current and long-term debt
balances to the correct amounts.

20	6/30/2024	Asset - Pension	501-0000-000-00-00-190200		-228,590.00
		Long-Term Liabilities/LAGERS	501-0000-000-00-00-233100	228,590.00	

To reclassify adjustment to pension for CWSS



***Department of General Administration
Memorandum***

DATE: December 2, 2024

TO: Robert Baer, City Manager
Austin Greer, Assistant City Manager & Community Development Director

FROM: Nikki Lansford, Communications Specialist

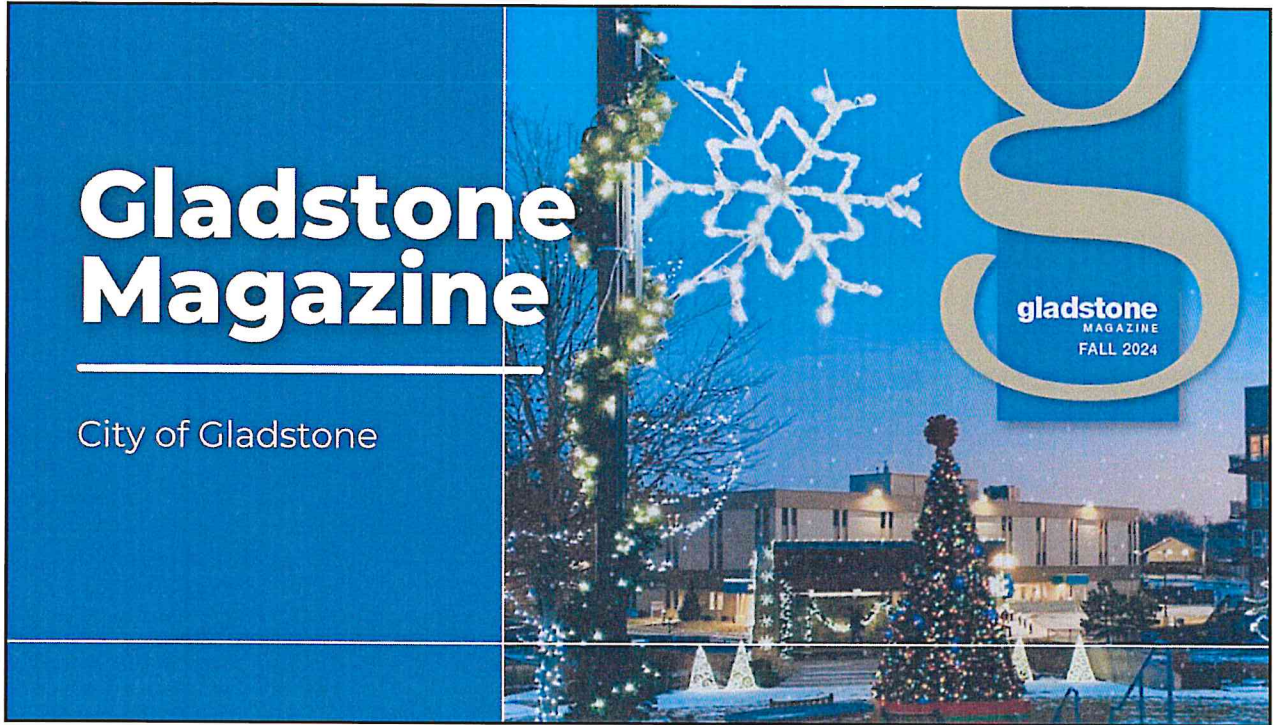
SUBJECT: Gladstone Magazine

Since 2006, the Gladstone Magazine has been produced semiannually to give residents insight into City updates, helpful features, business news, and more. With the assistance of City Staff, multimedia company Townsend Communications constructs each edition of the publication via a months-long process that includes pitching, writing, editing, and designing. The result is a community magazine that helps the City better inform and engage its residents.

On Monday, December 9, 2024, I will provide a general overview of the magazine's production process, take a look at its cost and publication numbers, and respond to any questions or concerns the Council may have.

Thank you,

Nikki Lansford



FALL 2007

Parks & Recreation Plans Use of the City's 1/4 Cent Sales Tax

By Sheila Libby, Parks and Recreation director

In 1999, the City of Gladstone sought community input for a new community center. Upgrades to the outdoor municipal pool were added to the Master Plan in 2000. However, other issues, such as storm water management, sewers and fleet/DMS, ranked higher in priority.


By 2004, Gladstone On The Move - Citizens Making A Difference, a group empowered by the City Council, made recommendations that generated a long-range plan for Gladstone. It identified where the city should be in 20 years. Approximately 100 citizens participated in the group. The National League of Cities provided input and guidance to the group while city staff provided answers to specific questions that arose.

The existing community center was more than 40 years old with minimal space and kitchen facilities. When families were considering where to live, Gladstone could not offer the community center recreational opportunities surrounding communities could. For years, Gladstone residents identified the need for a true community center as something to benefit children, families and senior citizens. The new community center would be located in Central Park next to the existing pool. Building a new community center would be part of an overall plan to make the center of Gladstone a destination place for residents and visitors. It would be a focal point for the City and an anchor component for the development of the Downtown Village Center.


The facility is projected to cost less than \$8 million, which would include the cost of renovating the existing municipal pool. The City Council commissioned a study of the proposed project by an independent group that specializes in community centers. The final report indicated the center would cost \$994,000 to operate annually and generate \$796,000 in revenue annually, recovering 80 percent of its operational costs through fees and memberships.

In February 2005, the voters approved to extend a 1/4-cent sales tax to fund a new community center and renovate the municipal pool. The sales tax was projected to generate \$600,000 per year. The money would be used to build and operate the community center. The city would also invest approximately \$1 million into the existing 27-year-old pool.

The firm contracted to provide the study and consultation for this project recommended a phased approach to the project. The first phase, a dry phase, included 32,500 square foot of space accompanied by a gymnasium, running and walking track, fitness area, locker rooms, aerobics studio, multipurpose rooms, administrative space, child-watch room, >



Coming Home to Gladstone - 81



SPRING
2008



On May 2, 2008 in the early morning hours an unexpected tornado struck Gladstone. This tornado came out of a thunderstorm with no warning at all. The tornado, hidden in a large wall cloud, was never seen by the National Weather Service. There were no warnings given. Yet there were no serious injuries or loss of life even with people soundly sleeping in their homes.



— Gladstone 180

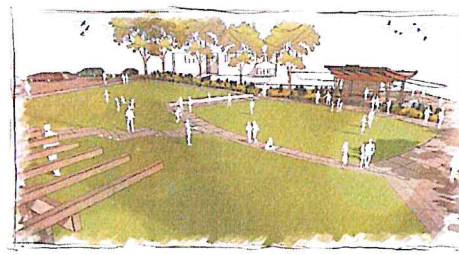


FALL
2012



Linden Square

a place to gather





Gladstone is primarily low-density residential neighborhoods and single-use commercial developments. Recently a community planning process concluded that residents support sustainability principles and policies emphasizing land use planning and practice that promotes a well-integrated mix of neighborhoods, parks and open spaces, and civic institutions within a short distance of shops, services, jobs, and transportation services.

Building on the recommendations of community initiatives and *Gladstone on the Move*, planning for future land use, transportation and sustainable community practices emphasizes the need to evolve from linear strip commercial developments and single-use residential

areas to higher density mixed use "centers." The Gladstone Downtown Village Center Master Plan, centered on N. Oak Trailway and NE 70th Street/Gladstone Parkway, is the first community effort to implement this long-term initiative emphasizing clustered concentrations of office, business and higher density residential uses. Continued implementation of a clustered "village center" concept throughout Gladstone will vary in development intensity and the mix of land uses. Village centers, due to their function and scale, may serve the larger community, as planned for the Downtown Village Center, or will be designed to serve adjacent neighborhoods with small to medium size businesses. However, all centers should serve as a node of development and activity providing a focal point and destination for the surrounding neighborhoods.



SPRING
2013

by | ericawhite


Announcing the Opening of a Brand New Museum in Gladstone:

The Adkins-Johnson Farm and Museum is now open! Come celebrate April 27 and May 4 for the grand opening weekend and enjoy free museum admission and special activities in celebration. In what has been an ongoing project spanning several years, this old Missouri farm house has been transformed from a vacant rental property to a new history museum for visitors nationwide. The original log cabin hidden within the woods tells the story of the house, dating back almost 180 years to when this area was farmed by some of our first settlers. Thought to be one of the oldest continuously occupied homes in the county, the house, land and barns have been preserved as an example of the area's roots and heritage in sustainable farming and hardworking lifestyle. The house itself expanded over the years and now provides a perfect setting to host exhibits on area farming, Clay County history, food history and more. The city of Gladstone welcomed members of the media, city council, project sponsors and partners as the first permanent exhibit and temporary traveling exhibit were revealed to visitors for the first time.

Among the 22 acres of quiet woods and farmland the new museum offers guests a two-part exhibit on farming history. The first part includes permanent exhibits set in the oldest part of the house, dating back to the 1830s. In this room visitors can see features of the log cabin intentionally left exposed during 2012 renovations. These cut-away sections or "view windows" are used in great depth to engage visitors and explore in detail the construction and significance of the log cabin within. Beginning with the settlement of the land and original dwellings, additional information on the house's history and how it relates to early Clay County settlers are combined with topics such as Clay County slavery, dress and attire on a farm, decorative arts and why settlers chose to move here. These and other important ideas are explained through a combination of artifacts, images, touch-windows, text panels and hands-on activity stations in the house. The first exhibit in the Adkins-Johnson Farm and Museum was greatly enhanced through an object loan partnership with our neighbors at the Clay County Museum and Historical Society in downtown Liberty. This collaboration to share each museum's permanent collections for exhibits is just one of many developing partnerships the new Adkins-Johnson Farm & Museum has with other local museums, archives and historic sites.

The second component of the Adkins-Johnson Farm & Museum opening exhibit is an exciting traveling exhibit titled "Farm Life: A Century of Change for Farm Families and their Neighbors" from the Chippewa Valley Museum in East Chilton, Wisconsin. Now open at the museum, this temporary exhibit runs through August 31, 2013. This exhibit is part of a larger exhibit recently returned from a national tour developed and sponsored by a grant for the National Endowment for the Humanities. "In a larger sense, we [Chippewa Valley Museum] believe that if museums can share the invaluable content that they have discovered, all museums will be better for it. The NEH [National Endowment for the Humanities] agreed with this, and so it

...



FALL
2015

Here comes the sun





(all 2015)

Gladstone goes **page 16**
solar at water plant

Sustainable **page 40**
businesses



Clayton
United States
Gladstone, MO 64118-2545
Gladstone Business Improvement Council
2015 N. Highway

...



Process

Construction of the Gladstone Magazine is a months-long process that results in a community magazine intended to better inform and engage our residents.

Month 1

Brainstorm:

- Theme
- Articles
- Assignments

Month 2-4

Construction:

- Interviewing
- Drafting
- Advertisements

Month 5

Execution:

- Designing
- Editing
- Printing



Brainstorm

● Theme

- A message that connects all of the magazine's editorial content and is based on topics or values that are relevant to the City and our residents.

● Story Budget

- Articles
- Assignments
- Photos



Construction

- Organizing
 - City Staff
 - Contributing Writers
 - Magazine Editor
- Drafting Content
 - Interviewing
 - Writing
- Advertisements
 - Townsend Communications

Execution

- Designing
- Editing
 - City Staff
 - Communications Specialist
 - City Leadership
 - Parks and Recreation
 - Magazine Editor
- Printing
 - Promoting

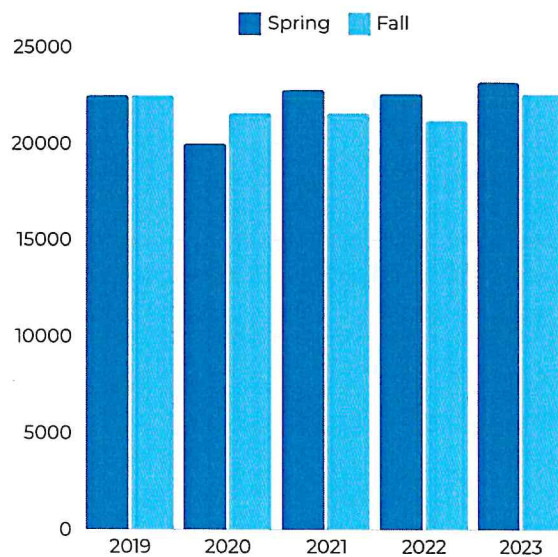
Numbers

- Spring 2024 Costs
 - Printing & Layout: \$21,200
 - Discount for Advertising Sales: -\$4,300
 - Freight & Editorial Services: \$5,600
 - Total: \$22,500
- Amount Printed
 - 10,297 mailed to Gladstone Residents
 - 3,451 mailed to Parks and Recreation list
 - 1,252 delivered to City Hall



Analysis

It has been a goal to keep production costs relatively similar with each edition of the magazine. Over the last five years, cost of the publication has fluctuated within a roughly \$3,000 difference.



Questions?





Department of Parks, Recreation & Cultural Arts

Memorandum

DATE: December 4, 2024

TO: Robert M. Baer, City Manager

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

RE: Atkins-Johnson Farm and Museum Event Center Floor Plans

As you are aware, staff is working with Shape Architecture firm to design the interior of a barn kit. Staff has had two meetings with the architects and have provided feedback. This is a challenging project as the site location dictates the size of the barn, which only allows for so much interior space. The interior floor plans will include the banquet area, bride/meeting room, caterer's kitchen, restrooms, and loft space (primarily for mechanical systems).

Representatives from Shape Architecture will have renderings to City staff by the end of this week. Staff will then present these renderings at the December 9th City Council Study Session. In addition, on the City Council Agenda for Monday night is a resolution seeking approval of the purchase of a 36' x 84', 1.5 story gable barn. If both of these are accepted/approved on Monday night, the project will stay on track for an October 2025 completion date. Please let me know should you have any questions.



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, NOVEMBER 11, 2024**

PRESENT: Mayor Tina Spallo
Mayor Pro Tem Les Smith
Councilmember Jean Moore
Councilman Bill Garnos
Councilman Spencer Davis

City Manager Bob Baer
Assistant City Manager Austin Greer
City Attorney Chris Williams
City Clerk Kris Keller

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

Mayor Spallo opened the Regular City Council Meeting Monday, November 11, 2024 at 7:30 pm.

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

Mayor Spallo 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 Spallo asked all to stand and join in the Pledge of Allegiance to the Flag of the United States of America. She also thanked the VFW Post 10906 Color Guard members: Carla Gleaton and Gordon Harris.

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 October 28, 2024, Closed City Council Meeting Minutes.

Councilmember Moore moved to approve the minutes of the October 28, 2024, Closed City Council meeting as presented. **Mayor Pro Tem Smith** seconded. The Vote: "aye", Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0)

Item No. 6. On the Agenda. Approval of the October 28, 2024, Regular City Council Meeting Minutes.

Councilman Davis moved to approve the minutes of the October 28, 2024, Regular City Council meeting as presented. **Mayor Pro Tem Smith** seconded. The Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (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 Davis thanked the veterans who have served and continue to serve.

Mayor Pro Tem Smith thanked the veterans for their service.

Mayor Spallo shared that she had the privilege of helping serve breakfast to veterans at Hy-Vee this morning and had the honor of meeting a WWII veteran who served under General MacArthur. She mentioned that around 500 veterans attended and she expressed how grateful she was to be part of such a meaningful event.

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

City Manager Baer announced that the Community Center will be hosting an American Red Cross Blood Drive on Wednesday, November 20, 2024, from 9:00 a.m. to 2:00 p.m. and to schedule an appointment, call 1-800-RED-CROSS or visit redcrossblood.org and enter “Gladstone.” He also shared information about the Holiday Toys display at the Atkins-Johnson Farm and Museum, which will be open through Saturday, December 7, 2024. Additionally, he recognized and thanked all veterans who have served or are currently serving our country.

Item No. 10. On the Agenda. **CONSENT AGENDA.**

Following the Clerks’ reading:

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

Mayor Pro Tem Smith moved to approve **RESOLUTION R-24-68**, A Resolution authorizing the City Manager to execute a Tow and Wrecker Service Agreement with Glad Rents, Inc., 6800 North Oak Trafficway, Gladstone, Missouri, for vehicle towing, wrecker, and vehicle storage services for the five (5) year period of January 1, 2025 through December 31, 2029; with options to extend the term of the agreement for two (2) additional 24-month periods. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0)

Mayor Pro Tem Smith moved to approve **RESOLUTION R-24-69**, A Resolution authorizing acceptance of a proposal from Traffic Control Systems (DBA TCS), Wichita, Kansas, for the up-fitting of four (4) 2025 Ford Explorer Police Interceptor vehicles for the total amount of \$31,895.86. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0)

Mayor Pro Tem Smith moved to Accept and Recognize the Ballot Results and Recognize West Central Missouri Regional Lodge #50 of the Fraternal Order of Police is no longer the Exclusive Bargaining Representative for the Supervisory Police Unit. **Councilmember Moore** seconded. The

Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0)

REGULAR AGENDA.

Item No. 11. On the Agenda. **FIRST READING BILL NO. 24-32**, An Ordinance Amending Title III, Offenses, Chapter 130, Offenses Against Public Peace and Safety, by adding Section 3.130.120 to address human waste.

Councilman Garnos moved **BILL NO. 24-32** be placed on its First Reading. **Councilman Davis** seconded. The Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0) The Clerk read the Bill.

Councilman Garnos moved to accept the First Reading of **BILL NO. 24-32**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Davis** seconded. The Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0) The Clerk read the Bill.

Councilman Garnos moved to accept the Second and Final Reading of **BILL NO. 24-32** and enact the Bill as **Ordinance 4.685**. **Councilman Davis** seconded.

Roll Call vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0) **Mayor Spallo** stated **BILL NO. 24-32** stands enacted as **Ordinance Number 4.685**.

Item No. 12. On the Agenda. **RESOLUTION R-24-70**, A Resolution adopting a Mission Statement, Vision Statement, and Goals for the City of Gladstone, Missouri, for 2025.

Councilmember Moore moved to approve **RESOLUTION R-24-70**, A Resolution adopting a Mission Statement, Vision Statement, and Goals for the City of Gladstone, Missouri, for 2025. **Mayor Pro Tem Smith** seconded. The Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0)

Item No. 13. On the Agenda. **RESOLUTION R-24-71**, A Resolution authorizing the City Manager to execute a contract with Linaweaver Construction, Incorporated, in the total amount not to exceed \$645,180.00 for the FY25 Water Main Replacements, Project WP2587.

Councilman Davis moved to approve **RESOLUTION R-24-71**, A Resolution authorizing the City Manager to execute a contract with Linaweaver Construction, Incorporated, in the total amount not to exceed \$645,180.00 for the FY25 Water Main Replacements, Project WP2587. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0)

Item No. 14. On the Agenda. **RESOLUTION R-24-72**, A Resolution authorizing the City Manager to execute a contract with Linaweaver Construction, Incorporated, in the total amount not to exceed \$1,455,072.50 for the Linden Connector Trail; City Project #TP2373. Federal Project #TAP-3323(413).

Mayor Pro Tem Smith moved to approve **RESOLUTION R-24-72**, A Resolution authorizing the City Manager to execute a contract with Linaweaver Construction, Incorporated in the total amount not to exceed \$1,455,072.50 for the Linden Connector Trail; City Project #TP2373. Federal Project #TAP-3323(413). **Councilmember Moore** seconded. The Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0)

Item No. 15. On the Agenda. **RESOLUTION R-24-73**, A Resolution authorizing the City Manager to execute an application and associated documents for federal assistance through the Land & Water Conservation Fund Program for the purpose of renovating Flora Park, Phase 2.

Councilmember Moore moved to approve **RESOLUTION R-24-73**, A Resolution authorizing the City Manager to execute an application and associated documents for federal assistance through the Land & Water Conservation Fund Program for the purpose of renovating Flora Park, Phase 2. **Councilman Garnos** seconded. The Vote: “aye”, Councilman Davis, Councilman Garnos, Councilmember Moore, Mayor Pro Tem Smith, and Mayor Spallo. (5-0)

Item No. 16. On the Agenda. Other Business.

There was no other business.

Item No. 17. On the Agenda. Adjournment.

Mayor Spallo adjourned the November 11, 2024, Regular City Council meeting at 7:43 pm.

Respectfully submitted:

Kris Keller, City Clerk

Approved as presented: _____

Approved as modified: _____

Tina M. Spallo, Mayor

**AGENDA ITEM #8 COUNCIL COMMUNICATIONS
BOARD & COMMISSION APPOINTMENT RECOMMENDATIONS
FOR CITY COUNCIL ACTION DECEMBER 9, 2024**

<u>BOARD/COMMISSION</u>	<u>TERM EXPIRATION</u>
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ARTS COMMISSION

Reappointment	Meghan Hayden	December 2027
New Appointment	Angela Dickson	December 2027

BOARD OF ZONING ADJUSTMENT

New Appointment	Ethan Brown (1 st Alt)	December 2029
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CAPITAL IMPROVEMENTS PROGRAM

Reappointment	Michelle Sanderson	December 2027
New Appointment	Jason Hunter	December 2027

CODE BOARD OF APPEALS

Reappointment	Ken Christeson	December 2027
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ENVIRONMENTAL MANAGEMENT ADVISORY COMMITTEE

Reappointment	Julie Conn	December 2027
Reappointment	George Smith	December 2027
New Appointment	Burt Comstock	December 2027

NEIGHBORHOOD COMMISSION

New Appointment	Linda Banes	December 2027
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PARKS AND RECREATION ADVISORY BOARD

Reappointment	Jason Sharpsteen	December 2027
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PLANNING COMMISSION

Reappointment	Brenda Lowe	December 2028
Reappointment	Bill Turnage	December 2028
New Appointment	Nick Smith	December 2028



Request for Council Action

RES ☒ # R-24-74

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 12/3/2024

Department: Community Development

Meeting Date Requested: 12/9/2024

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

Subject: Nuisance Abatement Service Agreement Award

Background: The current Nuisance Abatement Services Agreement with the City of Gladstone has reached its expiration. In compliance with the City's Municipal Code, a Request for Proposal (RFP) was issued and posted on the City's website, with notifications sent to known nuisance abatement contractors. Following this process, one sealed bid was submitted for review and evaluated by City staff.

The evaluation considered several key factors, including the bidding company's history of service delivery, operational location, pricing structure, and ability to perform the requested abatement services effectively.

The services outlined in the RFP primarily include lawn mowing, rubbish and garbage removal, and dead tree removal. These tasks are intended to address the primary nuisance issues that fall within the City's authority to abate, as granted by the State of Missouri.

Budget Discussion: Funds are budgeted in the amount of \$ 20,000.00 from the General Fund. Ongoing costs are estimated to be \$20,000.00 annually. Previous years' funding was \$20,000.00.

Public/Board/Staff Input: Based on the review conducted, the recommendation was made to the City Manager to award a three (3) year agreement to Weber's Tree Service, LLC, 721 Kountry Lane, Excelsior Springs, Missouri 64024 with an option to extend the agreement for two (2), three (3)-year periods.

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

Alan Napoli
Department Director/Administrator

JA
City Attorney

BB
City Manager

RESOLUTION NO. R-24-74

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NUISANCE ABATEMENT SERVICES AGREEMENT WITH WEBER'S TREE SERVICE, LLC.

WHEREAS, the City recognizes the importance of maintaining clean, safe, and aesthetically pleasing neighborhoods; and

WHEREAS, nuisance abatement services, including lawn mowing, rubbish and garbage removal, and the removal of dead trees, are essential to achieving these goals; and

WHEREAS, Weber's Tree Service, LLC, located at 721 Kountry Lane, Excelsior Springs, Missouri 64024, has demonstrated the capacity and expertise to provide these services efficiently and effectively;

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 is hereby authorized to execute a Nuisance Abatement Service Agreement with Weber's Tree Service, LLC, for the provision of lawn mowing, rubbish and garbage removal, and dead tree removal services.

FURTHER, THAT, the term of the agreement shall commence on January 1, 2025, and conclude on December 31, 2027, with an option to extend the agreement for up to two (2) additional three (3)-year periods, subject to mutual agreement between the City and Weber's Tree Service, LLC.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF DECEMBER 2024.

Tina M. Spallo, Mayor

ATTEST:

Kris Keller, City Clerk

NUISANCE ABATEMENT SERVICE AGREEMENT

This Nuisance Abatement Service Agreement ("Agreement") is made and entered into by and between **Weber's Tree Service, LLC**, an entity duly organized and existing under the laws of the State of Missouri, with its principal office located at 721 Kountry Lane, Excelsior Springs, Missouri 64024, hereinafter referred to as "Contractor," and the **City of Gladstone, Missouri**, a Third-Class City duly organized and existing under the laws of the State of Missouri, with its principal office located at 7010 N Holmes Street, Gladstone, Missouri 64118, hereinafter referred to as "City."

PURPOSE

The purpose of this Agreement is for the Contractor to provide **nuisance abatement services** for properties identified as being in violation of Gladstone City Codes, Ordinances, and Regulations.

ENTIRE AGREEMENT

This Agreement, together with any applicable attachments and exhibits, constitutes the entire understanding and agreement between the parties. No oral or implied modifications, alterations, or variations shall be valid or binding unless set forth in writing and signed by both parties.

BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties, as well as their respective heirs, successors, administrators, executors, and assigns.

RESOLUTION OF INCONSISTENCIES

In the event of any inconsistencies or conflicts between the terms of this Agreement and those contained in the Contractor's proposal or any related documents, the terms of this Agreement shall prevail.

ARTICLE I: FEES AND PAYMENT

1. Scope of Services and Duration

The contractor agrees to perform all specified work, pay any subcontractor(s), and provide all equipment and materials necessary to fulfill the duties outlined in Article III. This Agreement will remain in effect for a period of three (3) years, commencing **January 1, 2025**. Fees for these services will adhere to the terms specified in Appendix A.

2. Payment Terms and Retention

The City agrees to compensate the contractor as per the schedule detailed in Appendix A, including any additional charges outlined therein. If any portion of the work is incomplete or requires correction at the time payment is due, the City may withhold funds equal to the greater of:

- The Community Development Department's estimated cost of the unfinished or defective work, or
- Twenty percent (20%) of the total agreement amount.
- These retained funds will be exempt from interest and will only be released upon satisfactory completion or correction of the identified items.

3. **Invoicing and Payment Schedule**

- The contractor will submit invoices to the City upon completion of work.
- Payments will be made within thirty (30) days of the City's acceptance of the work as satisfactorily completed.
- Payment of an invoice will constitute full settlement for the work detailed in that invoice.
- The City will solely determine the sufficiency of the completed work.

4. **Liability of Damages**

The City reserves the right to withhold payment in cases where damage or destruction occurs due to poor performance, defective equipment or materials supplied by the contractor. The contractor will be held liable for costs associated with replacing damaged materials or services resulting from such incidents.

5. **Non-Performance and Penalties**

If the contractor fails to perform duties as outlined in this agreement or fails to correct errors within an agreed timeframe, the City may deduct an amount not exceeding the full contract value. Exception will be made for delays caused by inclement weather.

6. **Termination of Agreement**

- The City reserves the right to terminate the agreement, in whole or part, without penalty by providing the contractor with thirty (30) days' written notice. Termination will not relieve the contractor of obligations to complete outstanding orders of the City of obligation to pay for documented and accepted work performed up to the cancellation date.
- The contractor may also terminate the agreement, in whole or part, with thirty (30) days' written notice, adhering to the same terms regarding outstanding obligations.

7. **Fiscal Non-Funding Clause**

If the City does not allocate sufficient funds for the next fiscal period, the City will notify the contractor, and the agreement will terminate at the end of the current fiscal period without penalty or further expense.

8. **Independent Contractor**

The contractor retains the right to provide services to other clients. This agreement does not establish any partnership, joint venture, principal-agent, or employer-employee relationship between the parties. The contractor will operate as an independent contractor and maintain control over the means and methods used to complete the Scope of Services as outlined in Article III.

ARTICLE II: DRUG/CRIME FREE WORK PLACE

The contractor acknowledges and certifies their understanding of the following prohibitions applicable to the contractor, its employees, and/or agents performing services on behalf of the city, whether on city property or elsewhere:

1. **Unlawful Activity:**

- The unlawful manufacture, distribution, dispensation, possession, or use of alcohol or drugs.

2. **Impairment or Incapacitation:**

- Any impairment or incapacitation caused by the use of alcohol or drugs, except for the legitimate use of prescription drugs for valid medical purposes.

3. Criminal Conduct:

- The commission of any crimes while performing services on behalf of the city.

The contractor further acknowledges and certifies their understanding that any violation of these prohibitions constitutes a breach of contract. Such a breach may result in the city initiating default actions against the contractor, in addition to any applicable criminal penalties that may arise from the violation.

ARTICLE III: SCOPE OF SERVICES

LOT MOWING

1. The City shall issue work orders to initiate lot mowing and related services. Each work order will specify the scope of services required and the location of the premises.
2. The contractor shall provide all necessary labor, equipment, tools, and materials to complete the scope of services as outlined in the work order.
3. The contractor shall mow all vacant, residential, and commercial premises to a height of three (3) inches.
4. The contractor shall trim all grass around buildings and along fence lines on the premises.
5. The contractor shall clean all sidewalks, driveways, and streets of grass trimmings and cuttings after mowing.
6. The contractor shall remove trash and litter from the premises prior to mowing.
7. The contractor shall remove any broken or dead tree limbs that impede mowing operations before commencing mowing.
8. The contractor shall complete all services within five (5) working days from the issuance of the work order.
9. The contractor shall submit an invoice to the City within five (5) days of completing the required services.
10. The City shall perform a final inspection of the premises within five (5) days after receiving the contractor's invoice.
11. The contractor shall utilize equipment capable of handling the specific conditions of the premises.
12. The contractor shall ensure all equipment is maintained in good working condition.
13. The City reserves the right to inspect the contractor's equipment to ensure it meets the required specifications.

NUISANCE ABATEMENT

1. The City shall issue work orders for nuisance abatement and related services, specifying the scope of services required and the location of the premises.
2. The contractor shall provide all necessary labor, equipment, tools, and materials to execute the work order's scope of services.
3. The contractor shall remove all rubbish and garbage from the premises as specified in the work order.
4. The contractor shall complete the required services within five (5) working days from the issuance of the work order.

5. The contractor shall submit an invoice to the City within five (5) days of completing the services outlined in the work order.
6. The City shall conduct a final inspection of the premises within five (5) days of receiving the contractor's invoice.
7. The contractor shall use equipment capable of removing and hauling rubbish and garbage from the premises.
8. The contractor shall ensure that all equipment is kept in good repair and functional condition.
9. The City reserves the right to inspect the contractor's equipment for compliance with the required specifications.

TREE ABATEMENT

1. The City shall issue work orders for tree removal and related services, specifying the scope of services required and the location of the premises.
2. The contractor shall provide all necessary labor, equipment, tools, and materials to execute the work order's scope of services.
3. The contractor shall remove all tree debris from the premises as specified in the work order.
4. The contractor shall complete the required services within five (5) working days from the issuance of the work order.
5. The contractor shall submit an invoice to the City within five (5) days of completing the services outlined in the work order.
6. The City shall perform a final inspection of the premises within five (5) days of receiving the contractor's invoice.
7. The contractor shall use equipment capable of removing and hauling tree debris from the premises.
8. The contractor shall ensure that all equipment is kept in good working condition.
9. The City reserves the right to inspect the contractor's equipment to verify compliance with the required specifications.

ARTICLE IV: DAMAGES, DELAYS, AND DEFECTS

1. Delays in Performance

The city will not incur monetary damages due to delays in the execution of any part of this contract caused by the contractor and/or their sureties. If the contractor fails or refuses to supply sufficiently skilled labor, proper materials, or fails to execute the work—including extras—with the required diligence, the city reserves the right to take appropriate action to secure the necessary labor, tools, materials, equipment, or services. This may include entering into contracts or taking other measures to complete the portion of the work causing delays or failing to meet workmanlike standards.

2. Liability for Costs

The contractor and/or their sureties will be liable for all costs incurred by the city to remedy any deficiencies or delays in completing the work. These costs may include, but are not limited to, expenses for labor, tools, materials, equipment, and services, as well as any associated claims.

3. Site Clean-Up and Safety

The contractor must ensure that all debris, materials, tools, equipment, and vehicles are properly stored, contained, or removed at the conclusion of each project. This obligation

includes maintaining the work location and its surroundings in a safe and hazard-free condition.

4. Repair of Damages

The contractor is responsible for promptly repairing any damage to public or private property caused by their agents or employees. If the contractor fails to make repairs in a timely manner, the city may engage another contractor to complete the necessary work. The original contractor agrees to bear all costs associated with such repairs.

5. Reporting Accidents

The contractor must immediately report any accidents occurring during the performance of this contract to the city or its authorized representative. This includes accidents resulting in death, serious injury, or property damage. The contractor must provide detailed accounts of the incident, including statements from any witnesses.

ARTICLE V: RESPONSIBILITIES

Responsibilities of the City

The City shall provide all necessary information and services within its control with reasonable promptness. A designated City representative will be appointed to render decisions on behalf of the City, whose actions and approvals the Contractor may rely upon during the execution of this agreement.

Responsibilities of the Contractor

General Obligations

1. Performance Conditions:

The Contractor's responsibilities and obligations under this agreement are subject to unforeseen circumstances, including but not limited to strikes, labor disputes (including those affecting vendors or suppliers), accidents, transportation delays, natural disasters, fires, or other acts of God. Legislative, executive, or judicial acts by any government authority that render performance impossible shall also excuse delays or failures to perform under this agreement. In such cases, the Contractor and the City will mutually determine any necessary delays or cancellations and amend this agreement in writing.

2. Materials and Labor:

The Contractor agrees to furnish all materials, labor, tools, and equipment necessary to perform and complete the services specified in this agreement.

3. Equipment Standard:

All equipment utilized on-site shall meet or exceed the safety and operational standards set forth by the Occupational Safety and Health Administration (OSHA) and comply with all applicable federal, state, county, and municipal regulations. Equipment must be in a condition that prevents any harm to City property or the community at large.

4. Material Quality:

All materials used in performance of this agreement shall meet quality standards acceptable to the City and pose no risk of injury to property or persons.

Supervision and Compliance

5. Work Supervision:

The Contractor shall supervise and direct all work performed under this agreement and take full responsibility for the actions and performance of their employees. Similarly, the Contractor shall oversee and be accountable for the work performed by any subcontractors and their employees.

6. Licenses and Permits:

The Contractor agrees to obtain and maintain, at their own expense, all licenses and permits required by federal, state, county, and municipal governments for the performance of services under this agreement. The Contractor shall ensure that all subcontractors hired are similarly compliant.

7. Legal and Regulatory Compliance:

The Contractor agrees to comply with all applicable federal, state, county, and municipal laws and regulations, including but not limited to:

- Affirmative action and equal employment opportunities,
- Fair labor standards,
- The Occupational Safety and Health Act of 1970, as amended.

Furthermore, the Contractor agrees to ensure that all subcontractors and their employees comply with the above-mentioned laws and regulations.

8. Adherence to Evolving Regulations:

The Contractor acknowledges and agrees to remain in full compliance with any changes or amendments to applicable federal, state, and local laws and regulations throughout the term of this agreement.

ARTICLE VI: EMPLOYMENT OF UNAUTHORIZED ALIENS

In compliance with Section 285.530(1), RSMo., the Contractor affirms, by submitting a sworn affidavit in substantially the form attached hereto as Appendix B and incorporated herein, its enrollment and active participation in a federal work authorization program with respect to its employees engaged in providing professional services under this agreement.

Furthermore, the Contractor certifies that it does not knowingly employ or contract with any individual who is an unauthorized alien in connection with the provision of professional services. The Contractor acknowledges its obligation to ensure compliance with all applicable legal requirements concerning employment verification.

Failure to comply with these provisions shall constitute a material breach of this agreement and may result in the termination of the contract or other legal remedies as deemed appropriate by the applicable authority.

ARTICLE VII: INSURANCE

The following represents the minimum liability required for insurance to be provided to the City by the contractor.

1. Insurance Requirements

Certificate of insurance verifying such limits shall be provided to the City upon execution of the contract. Such insurance shall be maintained during the term of the agreement. Said insurance shall name the City of Gladstone as an additional named insured party under said policies and shall be written by an insurance company which is authorized to conduct business in the State of Missouri.

Workers Compensation Limit:	Statutory
If applicable, Federal (e.g. Longshoreman's):	Statutory
Employer Liability:	\$100,000/500,000/100,000

General Liability, including Contractual Liability Limit:	\$500,000 Each Person
	\$3,500,000 Per Occurrence
	\$3,500,000 Annual Aggregate

Comprehensive Automobile Liability Limit:	\$500,000 Each Person
	\$3,500,000 Per Occurrence
	\$3,500,000 Annual Aggregate

2. Additional Insured

The contractor agrees that both the General Liability and Comprehensive Automobile Liability insurance policies will be endorsed to name the City of Gladstone as an additional insured and certificate holder. This coverage will extend to liability arising from activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied, or used by the contractor; and automobiles owned, leased, hired, or borrowed by the contractor. There shall be no special limitation in the coverage provided to the City under these policies.

3. Adjustment to insurance Coverage

The limits of liability specified herein shall be subject to periodic review, and adjustments may be required to ensure that the coverage remains adequate in relation to increases in the Consumer Price Index (CPI) and what is deemed prudent and reasonable by the City or its representatives. If the City determines that an adjustment to the coverage limits is necessary after the initial term of the agreement, it will notify the contractor in writing. The contractor will then be required to adjust its insurance coverage to meet the new limits within sixty (60) days of receiving such notice.

4. Subcontractors

Subcontractors of the contractor must be disclosed to and approved by the City. Any approved subcontractor shall also be in compliance with these requirements, including but not limited to, the submittal of a certificate of insurance that meets the same requirements outlined for the contractor.

5. Waiver of Subrogation

Insurers shall waive all subrogation rights against the City on all required insurance policies.

6. Cancellation Notice

The City will be given sixty (60) day notice in advance of cancellation, non-renewal, or material change in coverage.

7. Proof of Insurance

A valid certificate of insurance shall be issued to the City. Certificates must bear a signature of the insurer's authorized representative. The insurance certificate must be issued by companies licensed to do business in the State of Missouri or signed by an agent licensed in the State of Missouri and authorized to sign said certificate.

ARTICLE VIII: ENTIRE AGREEMENT

The parties acknowledge and agree that this document constitutes the full and complete agreement between them. There are no additional terms, conditions, or provisions, whether oral or written, beyond those expressly stated herein. The City affirms that it has not relied on any statements, assurances, or representations made by the contractor regarding the prospective performance of the goods. Instead, the City has based its decisions solely on its own due diligence, including inspections and investigations of the subject matter.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year as noted by signature.

THE CITY OF GLADSTONE, MISSOURI

By: _____
Robert M. Baer, City Manager

Attest:

Kris Keller, City Clerk

Date: _____

WEBER'S TREE SERVICE, LLC

By: _____
Mark Weber, President

Vincent Weber

Date: _____



Request for Council Action

RES ☒ # R-24-75

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 12/3/2024

Department: Parks & Recreation

Meeting Date Requested: 12/9/2024

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

Subject: 72nd Street Tennis Court Conversion to Pickleball Courts Project CP2555

Background: With pickleball continuing to become more and more popular, community members have requested additional pickleball courts. The 72nd Street tennis courts are positioned in a central location in the City and is supported by the Parks Advisory Board. Further, the two courts can be converted into six pickleball courts without moving fencing or additional surface material making this location a solid option.

Budget Discussion: Funds are budgeted in the amount of \$87,424.00 from the 2025 Capital Improvement Sales Tax Fund.

Public/Board/Staff Input: It is the recommendation of the Parks, Recreation, and Cultural Arts Department Director to accept a TIPS-USA proposal from McConnell and Associates Corporation for the total purchase price of \$87,424.00 for the conversion of the tennis courts into pickleball courts.

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

Justin Merkey
Department Director/Administrator

JA
City Attorney

BB
City Manager

RESOLUTION NO. R-24-75

A RESOLUTION AUTHORIZING ACCEPTANCE OF A TIPS-USA COOPERATIVE PURCHASING PROPOSAL FROM MCCONNELL AND ASSOCIATES CORPORATION IN THE AMOUNT OF \$87,424.00 FOR THE CONVERSION OF THE 72ND STREET TENNIS COURTS INTO PICKLEBALL COURTS PROJECT CP2555.

WHEREAS, TIPS-USA holds hundreds of competitively bid cooperative contracts for use by government, education, and non-profit organizations; and

WHEREAS, the Director of the Department of Parks, Recreation, and Cultural Arts recommends the acceptance of an TIPS-USA proposal from McConnell and Associates Corporation for the conversion of the 72nd Street Tennis Courts into Pickleball Courts in the amount of \$87,424.00.

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

THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to accept the TIPS-USA proposal from McConnell and Associates Corporation in the total amount of \$87,424.00.

FURTHER, THAT, funds for such purpose are authorized from the FY2025 Capital Improvement Sales Tax Budget.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF DECEMBER 2024.

Tina M. Spallo, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 24-33

ORD ☒ # 4.686

Date: 11/25/2024

Department: General Administration

Meeting Date Requested: 12/9/2024

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

Subject: An Ordinance Rescinding Ordinance No. 4.664 that previously approved a collective bargaining agreement with the Fraternal Order of Police, Lodge 50 for supervisory, commissioned Police Department personnel.

Background: On January 22, 2024, the City Council adopted Ordinance No. 4.664 approving a collective bargaining agreement with the Fraternal Order of Police, Lodge 50 ("FOP") for supervisory, commissioned Police Department personnel (the "Bargaining Unit"). On November 1, 2024, the members of the Bargaining Unit voted to decertify the FOP as their exclusive bargaining representative. On November 11, 2024, the City Council voted to accept the ballot results and recognize that the FOP is no longer the exclusive bargaining representative for the members of the Bargaining Unit. As a result of the action taken by the members of the Bargaining Unit, it is no longer necessary for the collective bargaining agreement to remain in place and it is appropriate for the City Council to rescind Ordinance No 4.664 in order to render such agreement null and void and no longer of any legal effect between the parties.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of this ordinance to rescind Ordinance 4.664.

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

Amanda Wheeler
Department Director/Administrator

CW
City Attorney

BB
City Manager

AN ORDINANCE RESCINDING ORDINANCE NO. 4.664 APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, LODGE 50 FOR SUPERVISORY, COMMISSIONED POLICE DEPARTMENT PERSONNEL.

WHEREAS, on January 22, 2024, the City Council of the City of Gladstone, Missouri (the “City”) adopted Ordinance No. 4.664 approving a collective bargaining agreement with the Fraternal Order of Police, Lodge 50 (“FOP”) for supervisory, commissioned Police Department personnel (the “Bargaining Unit”) and authorizing the City Manager to execute the agreement; and

WHEREAS, on November 1, 2024, the members of the Bargaining Unit voted to decertify the FOP as the exclusive bargaining representative for the members of the Bargaining Unit; and

WHEREAS, on November 11, 2024, the City Council voted to accept the ballot results and recognize that the FOP is no longer the exclusive bargaining representative for the members of the Bargaining Unit; and

WHEREAS, as a result of the action taken by the members of the Bargaining Unit, the City Council desires to rescind Ordinance No 4.664 that previously approved the collective bargaining agreement with the FOP for the members of the Bargaining Unit and authorized the City Manager to execute the agreement in order to render such agreement null and void and no longer of any legal effect between the parties.

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

SECTION 1: Ordinance No. 4.664 is hereby rescinded and said Ordinance and all authority granted by said Ordinance is repealed and declared null and void and no longer of any legal effect.

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 9TH DAY OF DECEMBER 2024.

Tina M. Spallo, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # **R-24-76**

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 12/3/2024

Department: Parks & Recreation

Meeting Date Requested: 12/9/2024

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

Subject: 72nd Street Pickleball Court Restrooms Project CP2555

Background: Once the Pickleball courts are installed, we will have six (6) courts at the 72nd Street location. With this will come an increase in visitors to the site and a set of restrooms will accommodate the needs of those visitors. CXT Restrooms are widely used in parks and come fully ready to be set in place when delivered.

Budget Discussion: Funds are budgeted in the amount of \$108,818.00 from the 2025 Capital Improvement Sales Tax Fund.

Public/Board/Staff Input: It is the recommendation of the Parks, Recreation, and Cultural Arts Department Director to accept a Sourcewell proposal from CXT, Incorporated, for the total purchase price of \$108,818.00 for a precast concrete restroom. This unit will have two ADA compliant restrooms.

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

Justin Merkey
Department Director/Administrator

JA
City Attorney

BB
City Manager

RESOLUTION NO. R-24-76

A RESOLUTION AUTHORIZING ACCEPTANCE OF A SOURCEWELL COOPERATIVE PURCHASING PROPOSAL FROM CXT, INCORPORATED, IN THE AMOUNT OF \$108,818.00 FOR THE PURCHASE OF PRECAST CONCRETE RESTROOMS FOR THE 72ND STREET PICKLEBALL COURTS PROJECT CP2555.

WHEREAS, Sourcewell holds hundreds of competitively bid cooperative contracts for use by government, education, and non-profit organizations; and

WHEREAS, the Director of the Department of Parks, Recreation, and Cultural Arts recommends the acceptance of a Sourcewell from CXT, Incorporated., for the purchase of restrooms for the 72nd Street Pickleball Courts in the amount of \$108,818.00.

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

THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to accept the Sourcewell proposal from CXT, Incorporated, in the total amount of \$108,818.00.

FURTHER, THAT, funds for such purpose are authorized from the FY2025 Capital Improvement Sales Tax Budget.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF DECEMBER 2024.

Tina M. Spallo, Mayor

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-24-77

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 12/3/2024

Department: Parks & Recreation

Meeting Date Requested: 12/9/2024

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

Subject: Atkins-Johnson Farm and Museum Barn

Background: This past year, City Council set a goal to construct a barn to be used for events and programming at the Atkins-Johnson Farm and Museum site.

Budget Discussion: Funds are budgeted in the amount of \$ 326,244.23 from the 2024 COP Fund.

Public/Board/Staff Input: Staff advertised an RFP and received two bids from prospective kit barn suppliers. Staff has reviewed both and found that Legacy Post and Beam is the best for the City's location. Further, the City has contracted Shape Architecture, who has a history of working with Legacy Post and Beam and speaks highly of their product and staff members.

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

Justin Merkey
Department Director/Administrator

JA
City Attorney

BB
City Manager

RESOLUTION NO. R-24-77

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH LEGACY POST AND BEAM, INC., IN THE TOTAL AMOUNT NOT TO EXCEED \$326,244.23 FOR THE PURCHASE OF A 1.5 STORY GABLE BARN KIT PROJECT CP2454.

WHEREAS, the City requested proposals for the work, and the proposal of Legacy Post and Beam, Inc. in the amount of \$326,244.23 has been determined by the Director of Parks, Recreation, and Cultural Arts to be the lowest and best proposal.

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 with Legacy Post and Beam, Inc., for a total amount not to exceed \$326,244.23.

FURTHER, funds for such purpose are authorized from the 2024 COP Project Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF DECEMBER 2024.

Tina M. Spallo, Mayor

ATTEST:

Kris Keller, City Clerk