LAND BANK BOARD MEETING
December 15, 2025 3:00 p.m.
Training Room 210
City Hall, 903 W Main Street
Blue Springs, Missouri 64015

Anyone wishing to address the Land Bank in the Visitors Section of the Agenda, must fill out a Speaker's Appearance Form. Forms are available online or located at the entrance of the conference room. After completion, the form is to be given to the Board Secretary prior to the start of the meeting.

1. Call meeting to Order
2. Confirmation of a Quorum
3. Approve Minutes of September 15, 2025 Land Bank meeting
4. Quarterly Financials
5. Approve invoices for Insurance and Bond Renewals
6. Approve 2024-2025 Annual Land Bank Report
7. Approve an Intergovernmental Agreement with the City of Blue Springs
8. Visitors
9. Closed Session - Discussion related to Real Estate pursuant to Section 610.021 (2)

Posted December 12, 2025 at City Hall and on the City's website.
Erin Ford, Land Bank Board Secretary

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF LAND BANK MEETING
September 15, 2025

A meeting of the Land Bank of Blue Springs, Missouri was held on Monday, September 15, 2025 at 3:07 p.m. in the 210 Training Room of City Hall, 903 W Main Street, Blue Springs, Missouri with Chair Kirk Sampson presiding.

COMMISSIONERS IN ATTENDANCE

Brian Bough
Tracy White-Baldridge - ABSENT
Jennifer Irey – Vice Chair
Kirk Sampson – Chair

Also present were City Administrator Christine Cates, Senior Director of City Development Mike Mallon and Board Secretary Erin Ford.

CALL TO ORDER AND CONFIRMATION OF A QUORUM

Chair Sampson called the Land Bank meeting to order at 3:07 p.m. and Board Secretary Ford confirmed a quorum of the Lank Bank was present.

APPROVE BOARD MINUTES

Commissioner Bough moved to approve the Minutes of the July 21, 2025 Land Bank of Blue Springs meeting. Motion seconded by Commissioner Irey and carried unanimously.

QUARTERLY FINANCIALS

City Administrator Christine Cates presented the Land Bank Quarterly Financial Statements. The Financial Statements were previously made available to the public as an attachment to the meeting agenda.

2025-2026 ANNUAL BUDGET

City Administrator Christine Cates presented the 2025-2026 Annual Budget. Commissioner Bough moved to approve the 2025-2026 Annual Budget. Motion seconded by Commissioner Irey and carried with the following vote:

Bough-Aye	Irey – Aye
White-Baldridge – Absent	Sampson – Aye

QUIT CLAIM DEED FOR PARCEL 36-940-15-32-00-0-00-000

Senior Director of City Development Mike Mallon presented information regarding the Quit Claim Deed for Parcel 36-940-15-32-00-0-00-000. Commissioner Irey moved to approve the 2025-2026 Annual Budget. Motion seconded by Commissioner Bough and carried with the following vote:

Bough-Aye	Irey – Aye
White-Baldridge – Absent	Sampson – Aye

VISITORS

Resident Bonnie Harvey spoke regarding a piece of Land Bank property in the Brittany Place subdivision.

CLOSED SESSION At 3:28 p.m., Commissioner Irey moved for the Land Bank to go into closed session pursuant to Section 610.021 (2), Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Real Estate and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Commissioner Bough and carried with the following vote:

Bough-Aye	Irey – Aye
White-Baldridge – Absent	Sampson – Aye

_____
Kirk Sampson, Chair

ATTEST:

_____
Erin Ford, Board Secretary

CITY OF BLUE SPRINGS
BALANCE SHEET - LAND BANK
FISCAL YEAR 2024-25

FOR THE PERIOD ENDED - SEPTEMBER 30, 2025

CATEGORY		LAND BANK
ASSETS		
Cash and investments	$	56,718
Receivables (net of allowances		
Taxes		-
Accounts		
Accrued interest		-
Interfund receivables		-
Land		190,279
Prepaid items		-
TOTAL ASSETS	**$**	**246,997**
LIABILITIES		
Accounts payable	$	10,000
Accrued liabilities		-
Interfund payable		-
Long term debt		-
TOTAL LIABILITIES	**$**	**10,000**
FUND BALANCES		
Reserved for:		
Encumbrances		-
Unassigned		236,997
TOTAL FUND BALANCES	**$**	**236,997**
TOTAL LIABILITIES AND FUND BALANCE	**$**	**246,997**

CITY OF BLUE SPRINGS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - LAND BANK

FISCAL YEAR 2024-25

FOR THE PERIOD ENDED - SEPTEMBER 30, 2025

CATEGORY	LAND BANK
REVENUES:	
Farm Lease	$ -
Sale of Land	-
Property Taxes	186,135
Interest	4,776
Contributed Capital - Land	4,474
Other	-
TOTAL REVENUES	**$ 195,385**
EXPENDITURES:	
Personal Services	-
Materials & Supplies	-
Contractual Services	22,504
Capital Outlay	-
Capital Improvements	-
Debt service:	-
Transfer for Debt Payments	182,907
TOTAL EXPENDITURES	**$ 205,412**
Excess of revenues over (under) expenditures	$ (10,026)
OTHER FINANCING SOURCES (USES):	
Issuance of bonds	-
Discount on bond issuance	
Loss on sale of asset	-
Transfers in	
Transfers (out)	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**
NET CHANGE IN FUND BALANCES	(10,026)
FUND BALANCES - OCTOBER 1, 2024	**$ 247,024**
FUND BALANCES - SEPTEMBER 30, 2025	**$ 236,997**

Hub Kansas Missouri
Phone: 816-708-4600
Fax: 816-817-5706

Invoice # 4368342	Page 1 of 1
ACCOUNT NUMBER	DATE
LANDBAN-03	11/10/2025
BALANCE DUE ON	AMOUNT DUE
01/15/2026	$875.00

Land Bank of Blue Springs MO
903 W Main St
Blue Springs, MO 64015

Pay My Bill Online

Visit our online portal to easily and securely pay your HUB invoice using your banking information (ACH)

www.hubinternational.com/paymybill

Bond (Renewable) PolicyNumber: 106045590 Effective: 01/15/2026 to 01/15/2028

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
53800293	01/15/2026	01/15/2026	RENB	2026/2028 Public Official Bond Renewal	$875.00
				Policy Invoice Balance:	**$875.00**
				Total Invoice Balance:	**$875.00**

ADDITIONAL PAYMENT OPTIONS

PAY BY CHECK

Please remit your payment to:
HUB International
9200 Ward Pkwy
Suite 500
Kansas City, MO 64114

***** PREMIUM FINANCING OPTIONS MAY BE AVAILABLE UPON REQUEST; PLEASE CONTACT YOUR HUB REPRESENTATIVE *****

***** PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR CHECK, AND REFERENCE ON THE PAYMENT YOUR INVOICE # 4368342 *****

Please Remit Payment to: 44 Baltimore St, Cumberland, MD 21502

---------- I N V O I C E ----------

Land Bank of Blue Springs
903 West Main Street
Blue Springs, MO 64015

Invoice Date 11/05/25
Invoice No. 655906
Bill-To Code LANDBAN
Client Code LANDBAN
Inv Order No. 500*790825

Named Insured: Land Bank of Blue Springs

Amount Remitted:

Please return this portion with your payment.

CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
12/01/25	12/01/25 to 12/01/26	Great American Insurance Co. Policy No. DOLF113609 *Renewal - Directors & Officers Liab	9,997.00
		Policy Fee - Directors & Officers Liab	500.00
		Please remit payment to: CBIZ Insurance Services, Inc. 44 Baltimore Street Cumberland, Maryland 21502 We appreciate your business.	
		Invoice Number: 655906 Amount Due:	10,497.00

***Premiums Due and Payable on Effective Date**



October 1, 2024 - September 30, 2025

Kirk Sampson
Chair

Erin Ford
Staff Liaison

903 W. Main Street, Blue Springs, MO 64015
(816) 220-4596 | contact@landbankbluesprings.com
www.landbankbluesprings.com

TABLE OF CONTENTS

LAND BANK OF BLUE SPRINGS 2
COMMISSIONERS 2
FINANCIAL SUMMARY 3
PARCELS ACQUIRED BY THE LAND BANK 4
PARCELS SOLD OR TRANSFERRED 4
SOLD 4
TRANSFERRED 4
PENDING 4
CURRENT INVENTORY 4
PARCELS AVAILABLE TO NEIGHBORING LOT OWNERS 4
PARCELS NOT FOR SALE 5
SOUTH AREA SEWER NEIGHBORHOOD IMPROVEMENT DISTRICT 6
OTHER ACTIONS BY THE BOARD 6
FARM LEASES 6

*Land Bank Parcel Number refers to the year and order in which the Land Bank acquired the parcel. The first four digits are the year the parcel was received. The next two digits were assigned by the Land Bank for easier tracking. The rest of the number is the Parcel Number assigned by Jackson County.

LAND BANK OF BLUE SPRINGS

The purpose of the Land Bank of Blue Springs is to return non-revenue-generating and non-tax-producing land to usefulness. The Land Bank Agency is composed of a Board of Commissioners consisting of five members, all of whom are residents of Blue Springs. Three commissioners are appointed by the Mayor of Blue Springs, one commissioner is appointed by Jackson County, and the other commissioner is appointed by the School District.

Missouri Land Bank Legislation, which became effective August 28, 2012, authorized any municipality located within a county that had a land trust operating on January 1, 2012, to create a Land Bank Agency. That legislation also provided that any property owned by the county's land trust would be transferred to the newly created Land Bank Agency as soon as possible after its formation.

On March 4, 2013, the City of Blue Springs passed Ordinance No. 4429 creating the Land Bank of Blue Springs. Properties in Blue Springs held by the Jackson County Land Trust due to non-payment of back taxes were transferred to the Land Bank of Blue Springs. All properties sold for back taxes where the bid was not sufficient to pay the judgment are transferred to the Land Bank rather than the Jackson County Land Trust.

The Board adopted Policies and Procedures for the acquisition and disposal of properties. These guidelines are used to determine which properties are offered for sale, the requirements for offers and how offers are evaluated.

The Land Bank entered into an Intergovernmental Agreement with the City of Blue Springs on August 5, 2013, with the initial term of the Agreement ending on September 30, 2016. In 2019, the Land Bank Board of Commissioners approved an Intergovernmental Agreement with the City ending on September 30, 2022. A new Intergovernmental Agreement was approved by the Land Bank and the City in 2022 with a term ending on September 30, 2025.

The South Area Sewer Neighborhood Improvement District (NID) was formed after the annexation of approximately 1,500 acres of undeveloped property into the corporate limits of the City of Blue Springs. The purpose of the NID is to provide funding to build sewer infrastructure that would enable the area to be developed. The City issued 20-year NID Bonds in 2009 to be repaid through special assessments on the properties. Growth and development in the NID decreased significantly when the recession started in 2008. In some cases, the taxes and NID special assessments went unpaid and the properties were transferred to the Land Bank.

This report includes a summary of the actions taken by the Land Bank of Blue Springs from October 1, 2024 through September 30, 2025.

COMMISSIONERS

SCHOOL DISTRICT APPOINTEE: Kirk Sampson, August 2018 – Present, Chair

COUNTY APPOINTEE: VACANT AS OF MAY 2024

MAYORAL APPOINTEES:
Jennifer Irey, January 2022 – Present, Vice Chair
Tracy White-Baldridge, May 2016 – Present
Brian Bough, May 2024 – Present

FINANCIAL SUMMARY

Blue Springs Land Bank Statement of Changes in Net Position					
Fiscal Year	2025	2024*	2023	2022	2021
Additions					
Property taxes	$ 186,135	$ 282,156	$ 442,797	$ 237,133	$ 111,848
Contributions and donations from private sources	4,474	540,059	(178)	-	980,203
Gain on sale of capital assets					-
Interest income	4,776	17,908	17,835	2,385	6,541
Other income			8,820	100	5,600
Total additions	195,384	840,123	469,274	239,618	1,104,192
Deductions					
Administrative expenses	22,504	82,793	62,471	15,308	67,876
Remittance of special assessment collections to Sewer Fund	182,907	760,805	419,363	224,196	1,017,661
Loss on sale of capital assets		57,522			52,901
Total deductions	205,411	901,120	481,834	239,504	1,138,438
Change in net position	(10,026)	(60,997)	(12,560)	114	(34,246)
Net position, beginning	247,023	308,021	320,581	320,467	354,713
Net position, ending	$ 236,996	$ 247,023	$ 308,021	$ 320,581	$ 320,467

*FY2024 has been restated due to a Property Tax entry which was posted after the Land Bank Annual Report was completed last year.

The Land Bank is audited as part of the City's annual audit and is reported as a Trust Fund within the City's financial statements. Each year, a budget is prepared and presented to the Board for adoption. Throughout the year, quarterly financial statements are reviewed by the Board and included on the meeting agendas for discussion.

Properties that are transferred to the Land Bank from Jackson County are recorded at the market value the County has listed at the time of the transfer. The gain or loss on sale of property is calculated as the difference between the property's sales price and the market value of the property as determined by the County.

PARCELS ACQUIRED BY THE LAND BANK

No parcels were acquired by the Land Bank in FY 2024-25.

PARCELS SOLD OR TRANSFERRED

SOLD

No parcels were sold by the Land Bank in FY 2024-25

TRANSFERRED

The Land Bank of Blue Springs did not transfer any property to the City of Blue Springs in FY 2024-25.

PENDING

Parcels 2017-03-41-700-03-03-00-0-00-000 and 2017-04-54-100-02-03-00-0-00-000 are under contract for sale in FY 2025-26

CURRENT INVENTORY

There are currently two parcels in the Land Bank inventory that are under contract, there are 18 parcels that are available to neighboring lot owners, and there are 12 parcels listed as Not for Sale.

PARCELS AVAILABLE TO NEIGHBORING LOT OWNERS

Land Bank Parcel Number	Status	Area	Size
2013-01-35-140-11-02-01-0-00-000	Available to Neighboring Lot Owners	Heatherwood	3,521 Sq. Ft
2013-03-35-410-11-04-00-0-00-000	Available to HOA - Storm Detention Tract	Nantucket	16,141 Sq. Ft
2013-04-35-430-03-39-00-0-00-000	Available to Neighboring Lot Owners	Kingsridge West	9,296 Sq. Ft
2013-07-35-510-06-12-01-0-00-000	Available to Neighboring Lot Owners	Blue Springs Ford, 1st Plat	10,445 Sq. Ft
2013-08-35-540-01-01-01-0-00-000	Available to Neighboring Lot Owners	Kingsridge	10,315 Sq. Ft
2013-09-35-610-04-68-00-0-00-000	Available to Neighboring Lot Owners or HOA	Weatherstone West	8,223 Sq. Ft
2013-22-36-240-08-69-00-0-00-000	Available to Neighboring Lot Owners or HOA	The Moors	24,085 Sq. Ft
2013-23-36-320-09-78-00-0-00-000	Available to Neighboring Lot Owners or HOA	Sherwood Village	2,766 Sq. Ft

2013-33-41-310-18-37-02-0-00-000	Available to Neighboring Lot Owners	Manor South	410 Sq. Ft
2013-36-42-120-08-49-00-0-00-000	Available to Neighboring Lot Owners	Plaza Estates West	459 Sq. Ft
2013-37-42-610-03-84-01-0-00-000	Available to Neighboring Lot Owners	Stonecreek	1 Sq. Ft
2015-01-36-130-26-04-00-0-00-000	Property has storm detention and a sewer lift station. When the station is abandoned, it can be sold to an adjacent property owner or HOA	Summerfield East	7,378 Sq. Ft
2015-02-41-410-17-20-01-0-00-000	Available to Neighboring Lot Owners	Village Woods	5,266 Sq. Ft
2016-02-36-910-16-27-02-0-00-000	Available to Neighboring Lot Owners	Sunny Side Slopes	466 Sq. Ft
2017-01-35-610-03-17-00-0-00-000	Available to Neighboring Lot Owners	Weatherstone	436 Sq. Ft
2017-02-36-340-15-25-00-0-00-000	Detention Basin - could be sold to neighbors for green space	Brittany Place	30,492 Sq. Ft
2024-03-36-240-08-21-00-0-00-000	Available to Neighboring Lot Owners	Moors at Waterfield	416 Sq. Ft.
2024-04-41-820-01-12-00-0-00-000	Available to Neighboring Lot Owners	Woodbine	14,506 Sq.Ft.

PARCELS NOT FOR SALE

The Land Bank Board of Commissioners and staff reviewed parcels in the current inventory and determined that several parcels should be kept in the Land Bank. These parcels include detention basins and creek areas.

Land Bank Parcel Number	Status	Area	Size
2013-06-35-440-05-42-00-0-00-000	Detention Basin	Creek Side Estates	1.01 Acres
2013-13-35-630-05-11-00-0-00-000	Detention Basin	Vesper Vale	8,812 Sq. Ft
2013-24-36-330-06-45-00-0-00-000	Detention Basin	Hunter's Dell East	10,135 Sq. Ft

2013-27-36-940-13-14-01-0-00-000	Creek area	East Lakeview Annex	6,568 Sq. Ft
2013-28-36-940-15-01-01-0-00-000	Creek area	East Lakeview Annex	2.87 Acres
2013-30-41-220-05-24-00-0-00-000	Detention area with overhead powerlines	Autumn Chase	41,729 Sq. Ft
2013-31-41-220-05-32-00-0-00-000	Detention area with overhead powerlines	Autumn Chase	13,387 Sq. Ft
2013-32-41-220-05-60-00-0-00-000	Detention area with overhead powerlines	Autumn Chase	1.01 Acres
2013-34-41-340-02-11-00-0-00-000	Detention Basin	Manor South	8,388 Sq. Ft
2013-35-41-340-25-33-00-0-00-000	Long strip behind several properties	Keystone Estates	10,477 Sq. Ft
2024-01-35-440-09-28-00-0-00-000	Detention basin	Apple Valley	92,790 Sq. Ft
2024-02-35-910-11-05-00-0-00-000	Detention basin	Apple Valley	13,895 Sq. Ft.

SOUTH AREA SEWER NEIGHBORHOOD IMPROVEMENT DISTRICT

The sale proceeds of NID properties are transferred to the City's Sewer Fund to pay special assessments previously not collected on the property.

The total unpaid NID assessments on Land Bank property as of September 30, 2025, are $1,923,385.70. The assessments as of September 30, 2023, were $2,330,673.73.

OTHER ACTIONS BY THE BOARD

Periodically the Board will take other actions related to properties held in the Current Inventory. These actions include farm leases, easements, and miscellaneous action items. Below are actions taken by the Board in FY 2024-25:

FARM LEASES

There were no parcels leased by the Land Bank in FY 2024-25.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN
LAND BANK OF BLUE SPRINGS, MISSOURI
AND THE CITY OF BLUE SPRINGS, MISSOURI

THIS AGREEMENT, made as of this _____ day of_____, 2025 by and between Land Bank of Blue Springs, Missouri, a public body corporate and politic, hereinafter referred to as "Land Bank," and the City of Blue Springs, Missouri, a constitutionally chartered municipal corporation, hereinafter referred to as "City."

WHEREAS, Sec. 141.980 RSMo. *et seq.* permitted the City to establish by ordinance a land bank agency for the management, sale, transfer, and other disposition of interests in real estate owned by such land bank agency; and

WHEREAS, on March 4, 2013, the City passed Bill No. 4250, Ordinance No. 4429 establishing the Land Bank ("Authorizing Ordinance"); and

WHEREAS, the City and Land Bank entered into an Intergovernmental Cooperative Agreement on August 5, 2013, October 7, 2019 and September 19, 2022; and

WHEREAS, a number of the properties within the City have become vacant, dilapidated, and non-revenue generating; and

WHEREAS, some of the properties contain violations of health, nuisance and property maintenance ordinances, contribute to the blight and deterioration of the City, and impose an economic burden upon the City; and

WHEREAS, some of these properties will be transferred to the Land Bank; and

WHEREAS, some properties in the Neighborhood Improvement Districts (NIDs) within the City have become or will become property of the Land Bank as a result of economic downturns; and

WHEREAS, it is in the best interests of the health, safety, welfare and economic viability of the citizens of City to efficiently and effectively support the Land Bank and to enter into this Intergovernmental Cooperative Agreement to achieve that interest;

NOW, **THEREFORE**, in consideration of the mutual covenants herein contained, Land Bank and City agree as follows[1]:

1. SCOPE OF AGREEMENT. This agreement outlines the terms and conditions by which the City will support and undertake administrative and operational staffing, and other services for the Land Bank. Specific operational policies and procedures

[1] All Authorizing Ordinance Section Numbers are now codified in Chapter 120 Commissions, Boards, and Committees, Article IX, Blue Springs Land Bank Agency, Code of Ordinances, City of Blue Springs, Missouri.

will be developed by the Land Bank to govern its operations, within the limitations of the Authorizing Ordinance.

2. PAYMENT. On October 1, 2025, and on October 1 of each year thereafter that this Agreement is in effect, the City's annual contribution, if any, will be determined as a part of the City's budget process, and is not an ongoing obligation, and is subject in all respects to appropriated funds. For the fiscal year beginning October 1, 2025, and each fiscal year thereafter that this Agreement remains in effect, the maximum amount that the City will budget for the implementation, support, and operation of the Land Bank is an amount not to exceed $10,000, allocated in accordance with the direction from the City Administrator, as initially set forth in its budget for that fiscal year. The Land Bank will adopt a line item budget in conformity with the final allocation approved by the City, and thereafter will make modifications to such budget if changes are made to appropriate funds, and are less than anticipated. The Land Bank acknowledges that pursuant to Section 800.140 of the Authorizing Ordinance, the City is not obligated to contribute amounts to the Land Bank's annual budget, and that contributions or the incurring of expenses by the City on behalf of the Land Bank shall be reimbursed to the City from sale proceeds consistent with Section 800.120.A.3 and 800.120.B.4 of the Authorizing Ordinance. Any amounts budgeted by the City for the benefit of the Land Bank will be accounted for in a separate fund maintained by the City.

3. TERM. The term of this Agreement shall be for approximately five years, commencing on the effective date of the City's Resolution authorizing the execution of this Agreement by the Mayor on behalf of the City, and terminating on September 30, 2030, subject to sufficient appropriations by the City as set out in Section 17 hereof. On or before June 1, 2030 the City will provide to the Land Bank a list of proposed modifications, if any, for a renewal form of this Agreement. Upon the Land Bank's receipt of the proposed modifications, then the Land Bank may prepare and provide to the City its proposed modifications by September 1, 2030. Thereafter, the Land Bank and the City will enter into negotiations for a renewal form of this Agreement. The goal for the parties in those negotiations is to reach an agreement, if any, simultaneous with the submission of the City's budget for the fiscal year commencing on October 1, 2030. The parties hereto agree that there may modifications during the term hereof consistent with Section 8.

4. BASIC SERVICES. In consultation with the Land Bank, the City will allocate and provide staff to serve as the Land Bank's administrative and operational personnel as needed to implement and support the Land Bank, subject to the budget allocations. Pursuant to such consultation, the Land Bank may from time to time adopt resolutions appointing an executive director as recommended by the City and delegate to such executive director such authority it deems prudent and consistent with the Authorizing Ordinance, and the Land Bank's own bylaws and policies. City staff will assist the Land Bank with additional functions, as assigned

and coordinated by the City Administrator with advice and support from the Land Bank as follows:

- Administrative and operational staffing for public contact, distribution and process of application for purchase and donation of real properties, review and evaluation of offers for suitability of acceptance, and marketing properties;

- Field task staffing for inspection, evaluation, cleaning and securing properties in the Land Bank inventory or offered to the Land Bank, and ongoing monitoring of Land Bank properties as to changes in conditions;

- Maintenance or demolition of properties, to the extent of available and budgeted resources for that purpose, including mowing, cleaning, boarding, demolition, and limited repair, however, the primary responsibility for such maintenance will remain the liability of the Land Bank, and such an undertaking of assistance by the City will not be deemed an assumption of any liability for failure to maintain the Land Bank's property; and

- Financial support activities, including, but not limited to, processing of invoices, payments, receipt of funds, use of the City's accounting system, handling payroll of staff,

Such staff may have other duties as assigned by the City, and such duties shall not be deemed to be a conflict of interest with their undertakings on behalf of the Land Bank. The City agrees that all personnel costs associated with supporting and staffing the Land Bank, including salaries and benefits, will be paid by the City, and portions of that cost will be paid from the funds allocated by the budget established by the City for the Land Bank, as affirmed by the line item budget of the Land Bank.

Any amendments to the Land Bank Rules of Procedure shall be approved by the City Council.

The Land Bank will separately contract with the City's auditing firm for an annual audit consistent with Section 800.140 of the Authorizing Ordinance.

5. CLAIM SERVICES. Subject to budget allocations from the City to the Land Bank, for the term of this Agreement, for matters not otherwise covered by the insurance, the City, through its Law Department, under the direction of the City Attorney, hereby agrees to: a) handle the legal defense of all lawsuits for tort claims filed in the State of Missouri against the Land Bank, in which the City is not also a defendant, b) administer, evaluate and provide servicing of claims against the Land Bank that have not yet been filed as law suits and provide legal advice and assistance on claims once made to the Land Bank during the term of this Agreement.

   For those lawsuits in which both the City and Land Bank are named a party, in which neither are covered by insurance, the Law Department will provide, as soon

as practical, to the Land Bank, in closed session, the circumstances as then determined, that led to the claim, to enable the Land Bank to make an informed knowledgeable decision whether to waive the conflict of interest to enable the City Attorney to represent both the City and the Land Bank. The disclosure in closed session will occur at the next Land Bank meeting after service of the summons upon the lawsuit has been received by either the Land Bank or the City. The City shall advise the Land Bank board of commissioners by expeditious means, such as email, of the filing of any lawsuit to which the Land Bank is named as a party; and such electronic notice will be given as soon as practical, but not later than ten business days after receipt by the City of the summons in such lawsuit. Similarly, each commissioner of the Land Bank who individually receives a summons for any lawsuit related to their activities on behalf of the Land Bank, shall advise the City by expeditious means, such as email, of the filing of any lawsuit to which the commissioner is named as a party; and such electronic notice will be given as soon as practical, but not later than ten business days after receipt by such commissioner of the summons in such lawsuit.

In the event that the Land Bank does not have insurance and elects not to waive the conflict of interest, and desires to retain its own outside counsel, it shall so advise the City the earlier of i) five business days after the closed session in which the City advises the Land Bank of the circumstances of the lawsuit, or ii) ten business days before the answer on behalf of the City or the Land Bank needs to be filed in response to such lawsuit. If the Land Bank elects to retain independent counsel, then if requested by the Land Bank, the City will assist the Land Bank in engaging counsel. If funds budgeted by the City for the benefit of the Land Bank are proposed to be used for the purpose of retaining independent counsel, then the City has the right to object to any counsel selected by the Land Bank, and thereafter payment for such fees and services by the Land Bank will be limited to sale proceeds generated by its inventory.

The Land Bank agrees to pay the City for such legal and investigative services from its budgeted funds upon submission of invoices outlining those services. All other actual expenses associated with defending claims, such as costs of depositions and court reporters, preparation of trial exhibits, or outside counsel whenever required, will be chargeable to the various case files and submitted to the Land Bank for its payment.

The parties hereto agree that the City Attorney will have settlement authority up to an amount of One Thousand Dollars ($1,000) on all claims or cases where no insurance is available to the Land Bank without the approval of the Land Bank board, and may rely upon the Land Bank's verification of the source of funding for such payment from the Land Bank's budget.

6. TECHNOLOGY. Subject to the budget allocation, City shall provide access to an integrated computer system and hardware to track Land Bank inventory. Land Bank may enter into a contract for software, and software maintenance coverage, and assure connectivity to the City's computer system. City and Land Bank shall

make a reasonable effort to create an interface between the existing City tracking software within the City's provided system with the software obtained by the Land Bank.

7. FACILITY and IMPROVEMENTS.
   a. City will provide a portion of its facility at 903 W. Main Street in its Administration Department to house the Land Bank operations, but may relocate such operations if deemed necessary or convenient to the City to other municipal facilities provided such alternative facilities are equally accessible to the public.

   b. City and Land Bank shall jointly participate in good faith in the coordination and management of the space available to house the Land Bank pursuant to the terms of this Agreement. All furnishings and fixtures provided by the City for the Land Bank's use shall remain the property of the City. Reusable and recycled furnishings, equipment, or supplies from existing City facilities may be utilized.

8. MODIFICATION. This Agreement shall not be amended, modified, or canceled without the written consent of both parties to this Agreement. The Land Bank Board of Commissioners and the City Administrator, or their designee, shall have authority to make modifications to the Agreement that do not change the compensation to be paid by the Land Bank to the City, from budgeted funds from the City allocated to the Land Bank operations, or affect the duration of the Agreement.

9. DEFENSE AND INDEMNIFICATION. No party to this Agreement shall assume any liability for the acts or omissions of any other party to this Agreement, its officers or employees. However, City shall add the Land Bank as an additional insured or add the Land Bank's name by endorsement upon the City's comprehensive general liability coverage similarly to other boards, commissions or entities affiliated with the City, and/or to which the Mayor or City Council make appointments to the extent the City is able to do so under its policy of insurance. The Land Bank acknowledges that the City is uninsured up to an amount, with that amount being determined from time to time by the City's risk manager, upon the advice of its insurance consultant. The Land Bank will maintain its own comprehensive general liability coverage, in at least an amount of $500,000 combined single limit throughout the term of this Agreement. Both the City and the Land Bank preserve their own separate sovereign immunity, and acknowledge that such immunity will be asserted in any actions related to those activities undertaken by City staff on behalf of the Land Bank, and that each will submit claims to their respective policies, with rights of subrogation to the other's policy. To the extent permitted by law and subject to sufficient appropriations by the City Council, and further the City's obligations under this Section with respect to this indemnification for acts or omissions, including negligence of the City shall be limited to the coverage and limits of insurance maintained by the City, the City will indemnify, defend and hold Land Bank harmless from any and all

claims, liabilities, damages and costs (including reasonable attorney's fees directly related thereto) including but not limited to bodily injury to or death of any person and for damage to or destruction of property due to the actions or omissions of the City employees providing services to the Land Bank.

10. ASSIGNMENT. This Agreement, or any part thereof, shall not be assigned without the prior written consent of the City and/or the Land Bank. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

11. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

12. WAIVER. Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, or breach by the party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

13. SEVERABILITY. If any covenant or other provision of this Agreement shall be construed to be invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

14. CONFLICTS OF INTEREST. City and Land Bank warrant as to their respective officers or employees of the City or Land Bank, whether elected or appointed, shall not in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement, except City employees may receive their salaries, wages and benefits otherwise due them. Both the City and the Land Bank will take such steps that are reasonable to assure that the conflicts of interest and ethics provisions contained in Section 800.170 of the Authorizing Ordinance are complied with by their respective employees or the individual commissioners of the Land Bank.

15. COMPLIANCE WITH LAW. City and Land Bank must comply with all applicable laws, ordinances and codes, and regulations of the federal, state and local governments in performing any of the work embraced in this Agreement.

16. TERMINATION.

a. Notice. City or Land Bank may terminate this Agreement at any time by giving sixty days' notice in writing to the other party.

b. If the Agreement is terminated by the Land Bank, the City will be paid for all services and associated costs up to the date of termination, from budgeted funds allocated by the City to the Land Bank, and any unexpended budgeted amounts allocated by the City will revert to the City. Subsequent to termination the Land Bank shall not have any right to funds derived from or traceable back to the budget allocated by the City to the Land Bank.

17. NON-APPROPRIATION. The parties recognize that City intends to satisfy its financial obligation to Land Bank hereunder out of funds annually appropriated for that purpose by the City, from which in turn it is anticipated that the Land Bank will reimburse the City for services provided for its benefit. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due hereunder, City shall immediately notify Land Bank of this occurrence. Land Bank and City agree:

a. That any funds authorized or appropriated for the operation of the Land Bank in any fiscal year shall be applied to the payments hereunder consistent with this Agreement, and upon termination consistent with Section 16.b. above.

b. The City Administrator through the Director of Finance will use their reasonable efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in the City's annual budget for each fiscal year during the term of this Agreement, a request for adequate funds to operate the Land Bank in a reasonable manner.

18. NOTICE. Any notices or other communication required or permitted to be given hereunder must be in writing and will be deemed given three (3) days after posting in the United States mail, regular mail, postage prepaid, or upon receipt by personal delivery, addressed to:

If to City: City Administrator
903 W. Main Street
Blue Springs, MO 64015

With a courtesy copy to:
City Attorney
903 W. Main Street
Blue Springs, MO 64015

If to Land Bank:

Chair of Land Bank of Blue Springs, Missouri
903 W. Main Street
Blue Springs, MO 64015

19. WARRANTY. City and Land Bank warrant that each has authority to enter into this Agreement and that all necessary approvals have been given.

20. INCORPORATION. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, Land Bank and the City have each caused this Agreement to be executed by its duly authorized representative effective as of the date first above written.

CITY OF BLUE SPRINGS, MISSOURI
a Constitutionally Charter Municipal
Corporation of the State of Missouri

By _____
Chris Lievsay, Mayor

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

By _____
City Clerk

LAND BANK OF BLUE SPRINGS, MISSOURI, a Public Body Corporate and Politic of the State of Missouri

By _____
Kirk Sampson, Chair

_____
Erin Ford, Board Secretary