

BILL NO.	<b>24-02</b>	FIRST READING	<b>01-16-2024</b>
INTRODUCED BY	<b>Antey</b>	SECOND READING	<b>02-20-2024</b>
ORDINANCE NO.	<b>24-02</b>	PASSED	<b>02-20-2024</b>

**AN ORDINANCE AMENDING ORDINANCE 23-14 – AN ORDINANCE TO ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF LAKE LOTAWANA AND BLUE SPRINGS MISSOURI FOR THE PROVIDING OF POLICE SERVICES AT THE INTERSECTION OF COLBERN ROAD AND MISSOURI HIGHWAY 7**

**WHEREAS**, the City of Lake Lotawana (“City”) and the City of Blue Springs, Missouri have entered into a settlement agreement which requires the cities to come to an agreement on the providing of police services at the intersection of Colbern road (“Colbern”) and Missouri Highway 7 (“Highway 7”); and

**WHEREAS**, the Chief of Police for the City of Lake Lotawana and the Chief of Police for the City of Blue Springs have discussed the provision of such services and they have been memorialized in the attached document; and

**WHEREAS**, the City adopted the Memorandum of Understanding for Police Services (“MOU”) agreed to by both respective City staff’s and appointed employees with the passing of ordinance 23-14; and

**WHEREAS**, the City of Blue Springs did not pass an ordinance adopting the MOU in the form initially agreed to; and

**WHEREAS**, the City of Blue Springs has passed an ordinance authorizing them to enter into the new MOU attached to this ordinance; and

**WHEREAS**, the City of Lake Lotawana desires to enter into the new MOU and amend the ordinance authorizing the City to enter into the MOU in its previous form.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE LOTAWANA, MISSOURI**, that:

**Section 1.**

The City of Lake Lotawana hereby passes and adopts the attached Memorandum of Understanding (“MOU”), including all of its attachments, related to the providing of police services between itself and the City of Blue Springs at the intersection of Colbern and Highway 7 and authorizes the mayor to execute the same. The adoption of this ordinance amends the adoption of Ordinance 23-14 which approved a previous version of the MOU now agreed to by both Cities. This MOU and its exhibits shall not be construed to portray any City Boundaries or changes in the corporate limits of either City, the MOU

serves only to identify the areas to be served by each respective police department to provide full coverage of the intersection and adjacent roadway.

**Section 2.** The sections, paragraphs, sentences, clauses, and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 3.** This Ordinance shall be governed by and construed in accordance with the applicable laws of the State of Missouri.

**Section 4.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 5.** This Ordinance shall take effect and be in force from and after its passage.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Lake Lotawana, Missouri, this 20<sup>th</sup> day of February, 2024.

The aye and nay votes recorded as follows:

Neighbors -	Aye	Carlson -	Absent
Rase -	Aye	Antey -	Aye
Ogilvie -	Aye	Sanders Hall -	Absent

APPROVED this 20<sup>th</sup> day of February, 2024

  
MAYOR, Tracy Rasmussen



ATTEST:

  
CITY CLERK, Luran Kurtz

**A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BLUE SPRINGS, MISSOURI AND  
THE CITY OF LAKE LOTAWANA, MISSOURI  
FOR THE PROVISION OF POLICE SERVICES AND MAINTENANCE AT THE  
INTERSECTION OF COLBERN ROAD AND 7 HIGHWAY**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 20th day of February, 2024, by and between the City of Lake Lotawana, Missouri, a municipal corporation, hereinafter referred to as the "Lake Lotawana," and the City of Blue Springs, Missouri, a municipal corporation, hereinafter referred to as the "Blue Springs", and collectively the "parties".

WHEREAS, Lake Lotawana and Blue Springs desire to enter into memorandum of understanding to delineate a border for the provision of police services at the intersection of Colbern Road and 7 Highway, hereinafter referred to as "the intersection."

WHEREAS, the parties hereto have determined that such memorandums of understanding are authorized and provided for under the authority of RSMo § 70.815, as amended; and

WHEREAS, the parties have the ability and desire to provide police services at the intersection; and

WHEREAS, the Lake Lotawana Board of Aldermen did authorize its Mayor to execute this Memorandum of Understanding through the passage of Ordinance No. 24-02, by official vote of said body on the 20th day of February, 2024; and

WHEREAS, the Blue Springs City Council did authorize its Mayor to execute this Memorandum of Understanding through the passage of Ordinance No. 5296 by official vote of said body on the 2nd day of January, 2024.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. Police Protection. Blue Springs, through its Police Department, agrees to provide police services on 7 Highway ending south of the Colbern Road intersection at the southern stop line, on Colbern Road west of 7 Highway ending at city limits of Blue Springs, and Colbern Road east of 7 Highway ending at city limits of Blue Springs.

Lake Lotawana, through its Police Department, agrees to provide police services on 7 Highway south of city limits of Blue Springs; and provide police services on Colbern Road east of city limits of Blue Springs.

The police service boundaries are shown on the color-coded map, attached hereto and incorporated herein as Exhibit A. (Except for those roads belonging to Jackson County or Lee's Summit, Missouri which shall continue to be provided police services by their respective law enforcement entities.)

2. Scope of Police Services. Except as otherwise hereinafter specifically set forth, the parties agree to provide law enforcement services on 24 hours a day, 7 days a week, 365 days a year basis, necessary to efficiently maintain public safety within the area delineated in paragraph 1 and in Exhibit A, or as permitted by law due to required follow-up or investigation. Such services shall encompass duties and functions of the type being within the jurisdiction of and customarily rendered by their Police Departments under the statutes of this State and the ordinances of the parties. Under the terms of this Memorandum of Understanding, the parties shall provide the services of police officers, detectives, animal control officers, and other personnel as required to provide efficient and effective law enforcement services.
3. Maintenance. The maintenance of Colbern Road as described in Exhibit A will be as follows:
  - a. Snow Removal: Pursuant to the Road Maintenance and Snow Removal Agreement dated April 16, 2006, and amended by letter dated January 9, 2007, Jackson County is responsible for maintenance and snow removal.
  - b. Overlay and Road Maintenance Improvements: Blue Springs will provide overlay improvements for Colbern Road in the boundaries as set forth in Exhibit A.
  - c. Speed Limit Signage: Blue Springs will provide speed limit signage for Colbern Road in the boundaries as set forth in Exhibit A.
  - d. Medians: Lake Lotawana will provide mowing and weeding of the medians around the intersection of Colbern Road and 7 Highway.
4. Community Event Planning. The parties shall provide the other with sufficient advance notice of community events that may result in attendance by a large number of people at the intersection, that may result in the blocking of roadways or in significant vehicular traffic, or that may result in increased levels of law enforcement services to appropriately police the event. Upon receiving such notice, the parties shall confer to determine what law enforcement services may

be required for an event and shall provide the agreed upon law enforcement services for an event.

5. Termination. This Memorandum of Understanding shall be effective beginning on execution date below, and shall be in effect perpetually unless terminated by the mutual agreement of the parties. Notice of intent to terminate shall be given to the other party in writing.
6. Notice. For the purpose of any notice in writing required herein, any such notice to Blue Springs shall be addressed to:


City of Blue Springs  
Attention: City Administrator  
903 W. Main Street  
Blue Springs, MO 64015

City of Lake Lotawana  
Attention: City Administrator  
100 Lake Lotawana Boulevard  
Lake Lotawana, MO 64086
7. Amendment. This Memorandum of Understanding may be amended in writing by mutual agreement of the parties by reference to this original document, and any amendments by paragraph or in total.
8. Severability. It is the intent of the parties hereto in the preparation and execution of this Memorandum of Understanding to avoid a conflict with the applicable laws of the State of Missouri and if any provision herein is found to be in conflict with any state law or is deemed or held to be unconstitutional, invalid or unenforceable, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Memorandum of Understanding shall be valid as though such conflicting, unconstitutional, invalid or unenforceable provisions were not contained herein.

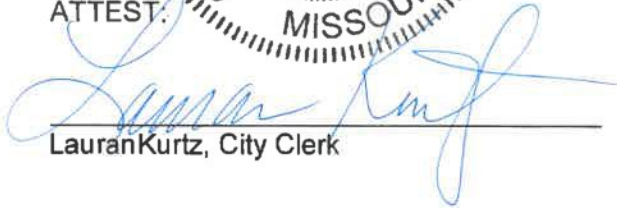
IN WITNESS WHEREOF, the parties hereto cause this Memorandum of Understanding to be executed on this 20th day of February, 2024.



**CITY OF LAKE LOTAWANA, MO**

  
\_\_\_\_\_  
Tracy Rasmussen, Mayor

ATTEST:

  
\_\_\_\_\_  
Loran Kurtz, City Clerk

**CITY OF BLUE SPRINGS, MO**

  
\_\_\_\_\_  
Carson Ross, Mayor

ATTEST:

  
\_\_\_\_\_  
Erin Ford, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Exhibit A  
Boundaries for the Provision of Police Services



City of Blue Springs Police Districts – blue  
City of Lake Lotawana Police Districts - pink