



# BLUE SPRINGS MISSOURI

## **CITY COUNCIL MEETING** **Monday, June 15, 2026, 6:00 PM**

Council Chambers  
Howard L. Brown Public Safety Building  
1100 SW Smith Street  
Blue Springs, Missouri 64015

This meeting can be viewed live on the City's website at  
<https://www.bluespringsgov.com/CityMeetingsLive>

Anyone wishing to address the Mayor and Council, either in a Public Hearing or 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 Council Chambers. After completion, the form is to be given to the City Clerk prior to the start of the Council meeting.

### **Agenda**

#### Pledge of Allegiance

1. Call meeting to order
2. Confirmation of a Quorum
3. Consent Agenda

All matters under Item 3, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the

Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

- a. Minutes of the June 1, 2026 City Council meeting and June 9, 2026 City Council Work Session
- b. Resolution No. 046-2026 approving a contract with Tandem Paving for Central Park Trail paving
- c. Resolution No. 047-2026 approving a contract with Jackson County Tow for towing services
- d. Resolution No. 048-2026 approving a proposal and authorizing payment for annual insurance premiums
- e. Approve annual Liquor License renewals
- f. Approve Liquor License for Birdies Indoor Golf located at 1861 SW 7 Highway
- g. Approve Liquor License for Ranchero Mexican Restaurant located at 1867 S 7 Highway
- h. Board and Commission Appointments

- 4. Public Hearing** – Flex Space Conditional Use Permit (CUP-03-26-9855)
- 5. Introduction and readings of Bill 5405 approving a Flex Space Conditional Use Permit (CUP-03-26-9855)
- 6. Public Comment – This section is reserved for public comment on Ordinances being considered at this meeting that do not require a public hearing

7. Introduction and readings of Bill 5406 accepting General Warranty Deed and Right-of-Way Easement for the use of installation of a downtown monument sign at 7 Highway and Main Street
8. Introduction and readings of Bill 5407 approving a contract with the Blue Springs R-IV School District for police officers and dispatching services for the 2026-2027 school year
9. Visitors - This section is reserved for public comments on topics not on the Agenda. While no immediate action will be taken, comments will be noted.
10. Councilmember Comments
11. Mayoral Comments
12. Executive Session – Discussion related to Litigation pursuant to Section 610.021  
(1)

### **Upcoming Meetings**

Economic Development Council – June 17, 8:15 AM

Juneteenth – **City Offices Closed** – June 19

Planning Commission Meeting – June 22, 6:30 PM

Public Safety Citizen’s Advisory Meeting – June 23, 6:00 PM

Council/Planning Commission Work Session and Council Work Session – June 29

Independence Day – **City Offices Closed** – July 3

World Cup Task Force Meeting – July 6, 10:00 AM

City Council Meeting – July 6, 6:00 PM

Park Commission Meeting – July 7, 6:00 PM

Public Arts Commission Meeting – July 8, 4:00 PM

Planning Commission Meeting – July 13, 6:30 PM

Land Bank Meeting – July 20, 3:00 PM

City Council Meeting – July 20, 6:00 PM

This agenda was posted at City Hall and on the City's website on Friday, June 12, 2026.

Erin Ford, City Clerk



# BLUE SPRINGS MISSOURI

## EXPLANATIONS

---

**DATE:** June 12, 2026

**TO:** Mayor, City Council, Department Directors, and Press

**FROM:** City Administrator Christine Cates

**SUBJECT:** Agenda Explanations

---

### **Item 3b – Contract for Central Park Trail Paving**

Adopt a Resolution approving a contract in the amount \$126,575.00 with Tandem Paving, for the Central Park Trail paving. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

### **Item 3c – Contract for Towing Services**

Adopt a Resolution approving a contract with Fleming Auto Center, Inc. dba Jackson County Tow Service for towing services. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

### **Item 3d – Annual Insurance Premiums**

Adopt a Resolution accepting the proposal for and authorizing the payment for the City's annual property, liability, and workers' compensation insurance for the plan year that begins July 1, 2026. Refer to Council Information Form from Human Resources Director Amy Willyard for additional information.

### **Item 3e – Annual Liquor License Renewals**

Approval of Liquor License renewals for the 2026-2027 license year. According to City of Blue Springs City Code, Chapter 600, Section 600.120 (B), all changes to the Managing Agent or type of license shall be approved by City Council. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

### **Item 3f – Liquor License for Birdies Indoor Golf**

Approve a new liquor license for Birdies Indoor Golf LLC dba Birdies Indoor Golf located at 1861 SW 7 HWY, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

### **Item 3g – Liquor License for Rancho Mexican Restaurant**

Approve a new liquor license for Rancho Mexican Restaurant Bar LLC dba Rancho Mexican Restaurant Bar LLC located at 1867 S 7 HWY BLUE SPRINGS, MO 64014 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by Cowboy Up Bar and Grill. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

### **Item 3h – Board and Commission Appointments**

Pursuant to Blue Springs Home Rule Charter Section 4.4.C - Powers and Duties;  
Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. Refer to Council Information Form from City Clerk Erin Ford for additional information.

#### **Items 4 & 5 – Flex Space Conditional Use Permit**

A public hearing is being held at the request of the Applicant, Brandon Keller, on behalf of the property owner Matthew Hendrickson, Capital Builders KC for consideration to approve a Conditional Use Permit allowing the Vehicle Repair, Limited and Vehicle Repair, General land within Buildings A and B of the Flex Space Phase II development on a 4.19 +/- acres property generally located at 3401 and 3409 NW Jefferson Street. The applicant is requesting to operate a vehicle repair business on property addressed 3401 NW Jefferson Street (CUP-03-26-9855). Upon conclusion of the public hearing, a Bill approving the Conditional Use Permit will be ready for introduction and readings. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

#### **Item 7 – Easements for Downtown Sign**

Passage of a Bill accepting General Warranty Deed and Right-of-Way Easement from 2TWENTY2, LLC for the use of installation of a downtown monument sign at MO-7 Highway and Main Street. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

#### **Item 8 – Contract with Blue Springs School District for Police Officers and Dispatching Services**

Passage of a Bill approving a contract in the amount of \$189,413.00 with the Blue Springs R-IV School District (BSSD) for police officers at BSSD schools and dispatching services for the 2026-2027 school year. Refer to Council Information Form from Police Chief Bob Muenz for additional information.





# BLUE SPRINGS MISSOURI

## MINUTES OF JUNE 1, 2026 CITY COUNCIL MEETING

---

### MEETING INFORMATION

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, June 1, 2026 at 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

### COUNCIL ATTENDANCE

Jerry Kaylor  
Katie Tholen  
Nick Brummel  
Galen Ericson  
Brian Markworth  
Jeremy Rowan

### STAFF ATTENDANCE

Also present were City Administrator Christine Cates, City Attorney Jennifer Baird, and City Clerk Erin Ford.

### PLEDGE

Mayor Lievsay led in the pledge of allegiance.

### CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:00 p.m. The City Clerk confirmed a quorum of the Council was present.

May 4, 2026

## **CONSENT AGENDA**

Councilmember Ericson moved to approve the Consent Agenda and the motion was seconded by Councilmember Tholen.

- Minutes of the May 18, 2026 City Council Meeting
- **Resolution No. 040-2026** approving the disposition of Information Technology department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016, and in accordance with the Missouri Secretary of State's records retention guidelines.
- **Resolution No. 041-2026** approving Task Order #25 to contract 2024-166 in the amount of \$405,179.00 with SC Engineering, LLC dba Cochran for the development of the 2027 Preventive Pavement Maintenance Program (CIP ST-06).
- **Resolution No. 042-2026** approving an Amendment in the amount of \$53,892.00 with Lippert Mechanical for contract 2025-114 for City HVAC services.
- **Resolution No. 043-2026** determining the City's estimated population as 61,632 as of July 1, 2025.
- **Resolution No. 044-2026** approving Task Order #27 to Contract No. 2024-166 with SC Engineering LLC, dba Cochran in the amount of \$112,075 for Special Inspections and Testing required on the Public Works Renovation and Expansion Project (CIP BF-19 and PS-15).

The Consent Agenda was approved with the following:

## **VOTE**

Kaylor – Aye

Tholen – Aye

Brummel – Aye

May 4, 2026

Ericson – Aye

Markworth – Aye

Rowan – Aye

Mayor Lievsay – Aye

**PUBLIC HEARING – UNIVERSAL BEAUTY STUDIO ACADEMY CONDITIONAL USE PERMIT WITHDRAWN**

Mayor Lievsay advised the Council that the applicant, Tyrone Jackson, requested the consideration of the Conditional Use Permit for Universal Beauty Studio Academy located at 520 NW 7 Hwy (CUP-04-26-9863).

**PUBLIC HEARING – ICONIC BLUE SPRINGS REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN MOTION TO CONTINUE**

Mayor Lievsay reopened the Public Hearing at 6:03 and advised the Council that a continuation is being requested for the public hearing for the consideration to rezone property from Agriculture to Planned Development Mixed-Use (RZ-02-26-9822) mixed-use development with a Planned Development Concept Plan for Iconic Blue Springs (PDC-02-26-9823) be continued to the July 6, 2026 City Council meeting.

Councilmember Kaylor moved to continue the public hearing on June 1, 2026 to the July 6, 2026 Council meeting. Motion seconded by Councilmember Brummel and carried unanimously.

**PUBLIC HEARING – WINWATER GENERAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT MOTION TO CONTINUE**

Mayor Lievsay reopened the Public Hearing at 6:03 and advised the Council that a continuation is being requested for the public hearing for the consideration of the Conditional Use Permit (CUP-03-26-9851) and General Development Plan (GDP-03-26-9850) for Winwater be continued to the July 6, 2026 City Council meeting.

May 4, 2026

Councilmember Kaylor moved to continue the public hearing on June 1, 2026 to the July 6, 2026 Council meeting. Motion seconded by Councilmember Brummel and carried unanimously.

**SECOND READING ONLY – 2ND READING – BILL NUMBER 5403 – FORD PARTS STORAGE ANNEXATION**

Ms. Ford made the second reading of Bill No. 5403 approving the annexation of property for Ford Parts Storage (approximately 4.91 acres) by Applicant, Blaine Balderston, owned by BFRE, LLC, located at 3110 SW EB Highway 40 Highway into the City limits by title (ANNX-03-26-9856). The Public Hearing was held and the first reading of Bill No. 5403 was approved at the May 18, 2026 City Council meeting.

Councilmember Ericson moved to adopt Bill No. 5403 upon its second reading and give it **Ordinance number 5499** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

**VOTE**

Tholen – Aye

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Mayor Lievsay – Aye

May 4, 2026

**INTRODUCTION AND FIRST READING OF BILL NUMBER 5404 – HOPE HOUSE GRANT**

Councilmember Kaylor introduced Bill Number 5404 ratifying the acceptance of a grant from the Department of Justice, Office on Violence Against Women, for a three-year agreement in the annual amount of approximately \$166,667 for the purpose of improving criminal justice responses to sexual assault, domestic violence, dating violence and stalking. City Clerk Erin Ford made the first reading of Bill No. 5404 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5404 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

**SECOND READING – BILL NUMBER 5404**

Ms. Ford made the second reading of Bill Number 5404 by title. Councilmember Ericson moved to adopt Bill Number 5404 upon its second reading and give it **Ordinance number 5500** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

**VOTE**

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Mayor Lievsay – Aye

May 4, 2026

### **RESOLUTION 45-2026 – HOPE HOUSE GRANT**

Councilmember Kaylor moved to adopt Resolution No. 045-2026 ratifying a Memorandum of Understanding with Hope House for providing services to adult and child survivors as required by the Department of Justice grant. Motion seconded by Councilmember Brummel and carried unanimously.

### **VISITORS**

Citizen Will Smalley and Aaron Volk spoke regarding flock cameras.

### **COUNCILMEMBER COMMENTS**

Councilmember Brummel noted that a World Cup Watch Party will be held on June 12 in downtown Blue Springs.

Councilmember Markworth shared that June 1 was the first day of Summer School for many area students and also noted that Pride Month starts June 1.

Councilmember Rowan shared that the City "Girls on Fire" program began June 1.

### **MAYORAL COMMENTS**

- June 12 will be the first Movie in the Park
- Concert in the Park will be held June 14
- One of the eagles was knocked out of the nest, staff has confirmed the eagle is fine with no injuries.

### **CLOSED SESSION**

At 6:17 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(1), (2), and (12) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to litigation, Real Estate, and Contracts and that any minutes, documents and other records discussed or taken during the closed

May 4, 2026

session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Tholen and carried with the following:

**VOTE**

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Mayor Lievsay – Aye

May 4, 2026

**SIGNATURES:**

CITY OF BLUE SPRINGS

---

Chris Lievsay, Mayor

ATTEST

---

Erin Ford, City Clerk



# BLUE SPRINGS MISSOURI

## MINUTES OF JUNE 9, 2026 CITY COUNCIL WORK SESSION

---

### MEETING INFORMATION

A Work Session of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, June 9, 2026 at 5:02 p.m. in the 210 Administration Conference Room of City Hall, 903 West Main Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

### COUNCIL ATTENDANCE

Jerry Kaylor

Katie Tholen

Nick Brummel – arrived 5:28

Galen Ericson

Brian Markworth – arrived 6:02

Jeremy Rowan

### STAFF ATTENDANCE

Also present were City Administrator Christine Cates, Assistant City Administrator Dennis Dovel, Assistant to the City Administrator George Schmitz, Communications Manager Brian Spano, Parks and Recreation Director Justin Stuart, Director of City Development Nicholas Hutchison, Senior Director of Finance Karen Van Winkle, City Attorney Jennifer Baird, and City Clerk Erin Ford. Additional City staff in attendance were Codes Administrator Jake Farrell, Planner Shantele Frie, Assistant Director of Parks and Recreation Derek Mayden, Assistant Director of Finance Melissa Braun, and Deputy Police Chief Kyle Flowers.

**CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM**

Mayor Lievsay called the meeting to order at 5:02 p.m. and the City Clerk confirmed a quorum of the Council was present.

**CONFERENCE CENTER**

Assistant City Administrator Dennis Dovel addressed questions from Council and presented study documents with updates to the Golf Course and three options for reuse / development of the Adams Pointe Conference Center site:

1. Pickleball and Restaurant Model
2. Family Entertainment Model
3. Mixed-Use Entertainment and Civic Gathering District

The Council discussed options, including updates to the Golf Course, the three development options and possibility of Conference Center renovations.

A copy of the presentation was not previously included in the Agenda packet and is attached to these Minutes hereto.

**DOWNTOWN DEVELOPMENTS**

Director of Strategic Initiatives George Schmitz addressed questions from Council and provided information regarding City owned properties and future development in Downtown Blue Springs. The three properties discussed were:

1. 1104-1110 Main
2. First Baptist Church Property
3. Lumberyard Development

June 9, 2026 Work Session

The Council discussed options including converting or rebuilding the Church Property to serve as a Performing Arts Center and re-issuing a Request for Proposals for the Lumberyard Property with specifics and entitlements outlined by the City.

A copy of the presentation was not previously included in the Agenda packet and is attached to these Minutes hereto.

**ADJOURN**

At 7:19 p.m., there was no further business to come before the Council, Mayor Lievsay declared the Work Session Adjourned.

June 9, 2026 Work Session

SIGNATURES:

CITY OF BLUE SPRINGS

---

Chris Lievsay, Mayor

ATTEST

---

Erin Ford, City Clerk



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** May 18, 2026

**ITEM TYPE:** Contract

**SUBMITTED BY:** Justin Stuart

**CONTRACT NUMBER:**

**DEPARTMENT:** Parks and Recreation

**STRATEGIC PLAN PRIORITY:** Downtown Revitalization

### ITEM DESCRIPTION

---

Adopt a Resolution approving a contract in the amount \$126,575.00 with Tandem Paving, for the Central Park Trail paving.

### BACKGROUND

---

As part of the City's Strategic Plan 2025 - 2030, it has become a priority for the City to revitalize the downtown area of Blue Springs. As part of that revitalization, it became important for the City to provide a place of recreation in the downtown area. As part of that, Central Park is being developed to fit the need. The first step in this process is to provide an asphalt loop trail surrounding the pond located in Central Park.

The City posted a Request for Proposals and received four bids for the trail at Central Park. Tandem Paving Co., Inc. provided the lowest and best bid at a cost of \$126,575. This trail project will include ADA access coming off the parking lot at Central Park with

a complete loop trail with a width of 10 feet throughout the entire trail. The project will also include grading and hydroseeding the area surrounding the pond where the tree clearing was completed along with a sealcoat and restripe of the parking lot at the park.

The City has identified funding for this project from Community Development Block Grant (CDBG) funding that will fund the trail and parking lot project fully.

**FINANCIAL IMPACT**

<b>INFORMATION</b>	<b>DETAIL</b>
Contractor:	Tandem Paving Co, Inc
Amount of Request/ Contract:	\$126,575.00
Amount Budgeted:	\$1,504,264.00
Budget Year:	FY 2025-26
Funding Source/Account #:	310-73000-544100 CDBG-PR-23
Account Balance:	310-73000-544100 CDBG-PR-23 \$204,264.00 Date: 6/11/2026
Revenue to be Received:	\$204,264.00
Revenue Account No.	310-00000-420120 CDBG-PR-23

**PROJECT TIMELINE**

<b>INFORMATION</b>	<b>DETAIL</b>
Estimated Start Date	June 16, 2026
Estimated End Date	December 16, 2026
Years and Months Contract in effect	6 months
Number of times renewable	0

**STAFF RECOMMENDATION**

---

Staff recommends approval.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

---

Name of Board or Commission: N/A

**LIST OF REFERENCE DOCUMENTS ATTACHED**

---

1. Resolution with contract attached as Exhibit A.

**REVIEWED BY**

---

**Requesting Director: Justin Stuart**

**Legal: Jennifer Baird**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**

**SUPPORTING DOCUMENTS**

---

<b>Document</b>	<b>Required</b>	<b>If not required, explain</b>
Certificate of Insurance:	Yes	
E-Verify:	Yes	
Bond:	Yes	
IRS Form W-9	Yes	Finance Review: June 5, 2026
Bid/RFP/RFQ and Tabulation	Yes	
Bid Waiver: (less than three bids)	N/A	
Contractor address and email:	Yes	David Smith <a href="mailto:dave@tandempaving.com">dave@tandempaving.com</a> 601 NW Jefferson Ste. 100 Blue Springs, MO 64014

Project Exemption Certificate needed:	Yes	
--	-----	--

**A RESOLUTION APPROVING A CONTRACT WITH TANDEM PAVING CO., INC. FOR  
CENTRAL PARK TRAIL PAVING**

WHEREAS, OSHA requirements under Section 292.675, RSMo 2009, require:

a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded twenty days to produce such documentation before being subject to removal from the project.

c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo 2009, in all respects as required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs a and b above have elapsed.

e. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

f. "On-site employees" are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;" and

WHEREAS, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this Contract; and

WHEREAS, the Parks and Recreation Department prepared specifications and secured quotations for the Central Park trail paving; and

WHEREAS, the Department received four bids and now recommends that the City award a contract to Tandem Paving Co., Inc. for work based on scope of services in the amount of \$126,575.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a contract with Tandem Paving Co., Inc. for Central Park trail paving in the amount of \$126,575.00. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15<sup>th</sup> day of June 2026.

CITY OF BLUE SPRINGS

---

Chris Lievsay, Mayor

ATTEST:

---

Erin Ford, City Clerk



# BLUE SPRINGS MISSOURI

## PUBLIC WORKS CONTRACT

---

**EFFECTIVE DATE:** June 16, 2026

**TERMINATION DATE:** December 16, 2026

**CONTRACT NUMBER:**

City	Contractor
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	Tandem Paving Co., Inc. 601 NW Jefferson Ste. 100 Blue Springs, MO 64014
Department: Parks and Recreation	Attention: David Smith
Phone: 816-228-0137	Phone: 816-215-8294

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, by the parties identified above.

WHEREAS, the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services, construction and labor, and/or provide materials and equipment as hereafter described in connection with a project more particularly described in Exhibit 1; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

**1. Services**

The City agrees to engage the services of the Contractor, and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in Exhibit 1 in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications. The terms of the City's Request for Proposals are incorporated by reference as if fully set forth herein. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

**2. Addition to Services**

The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in Exhibit 1 or the bid document(s) associated with this contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.

**3. Exchange of Data**

All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope

of services.

#### **4. Personnel**

The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

#### **5. Term**

The services of the Contractor shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as Exhibit 1.

#### **6. Costs not to Exceed**

The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, if required by City policy, as described in the Maximum Payment section of Exhibit 1 for this Contract and Paragraph 7.b which cannot be exceeded unless this Contract is amended. The Contractor shall notify the City if Contractor anticipates that the Contract amount may be exceeded to determine whether or not the City is prepared to increase the total

compensation.

## 7. Payment

a. **Conditioned upon acceptable performance.** Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in Exhibit 1, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Contractor for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit 1.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of \$126,575.00 unless agreed to by City and Contractor in writing.

## 8. Termination of Contract

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit 1 shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate this Contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of

termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Contract by the Contractor. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of this Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

## 9. **Conflicts**

No salaried officer or employee of the City and no member of the City Council shall

have a financial interest, direct or indirect, in this contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

#### **10. Assignment**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the Contractor to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

#### **11. Discrimination**

The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

**12. Occupational License**

The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

**13. Compliance with Laws**

Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

**14. American Made Products.**

Pursuant to section 34.353 RSMo, as amended, if this Contract is for more than \$25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

**15. Nonresident/Foreign Contractors**

The Contractor shall procure and maintain during the life of this contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. (See also, Section 351.574 RSMo. as to consequences of failing to comply.)

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

#### **16. General Independent Contractor Clause**

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **17. City Benefits**

The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

#### **18. Insurance**

Contractor agrees to maintain insurance as set forth below and provide to City

certificates of coverage evidencing said coverage at the time of signing of this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this Contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability. Minimum limit of \$1,000,000 combined single limit, \$2,000,000 annual aggregate for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability. \$1,000,000 combined single limit with City named as an additional insured on the policy.

c. Workers' Compensation. Statutory requirements.

The provision of insurance shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

**19. Liability and Indemnity**

The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees, and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor’s agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for

which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, officers, agents and employees, which are otherwise available under statute, or in law or equity.

f. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

## 20. **Excessive Unemployment Requirements**

Whenever there is a period of excessive unemployment in this State (Missouri), as defined by Section 290.550 RSMo., any contractor constructing or building any public works project or improvement as defined in Section 290.210 RSMo. shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement in compliance with Sections 290.550 thru 290.580 RSMo.

## 21. **Bonds**

Pursuant to Section 107.170 RSMo.

a. **Labor and Material Payment Bond.** If this Contract is estimated to exceed \$50,000.00, the Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed

between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

b. **Performance Bond.** If the City deems a Performance Bond is necessary, the Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the full and faithful performance of all major terms and conditions of this Contract. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on

any performance must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

c. **Maintenance Bond.** If the City deems a Maintenance Bond is necessary, prior to acceptance of the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 50% of the cost of the Work as approved by the City, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of substantial completion for such work covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of the certificates such bond shall be delivered to the City.

## 22. **Liquidated Damages**

Time of completion of the work by the Contractor is of the essence. Should Contractor fail to complete the work within the time specified in this contract, Contractor shall be liable to the City in the amount of \$500.00 per day for each and every calendar day that the Contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

## 23. **Site**

Contractor shall at all times, during the performance of the work, keep the project site clean and free from debris resulting from the work. Prior to discontinuing work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials.

## **24. Prevailing Wage**

If this Contract is estimated to exceed \$75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established by Prevailing Wage Order No. 33, Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars (\$100) per worker, per day.

## **25. OSHA Requirements**

Pursuant to Section 292.675 RSMo.

a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded

twenty days to produce such documentation before being subject to removal from the project.

c. The contractor to whom the Contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs (a) and (b) above have elapsed.

e. The public body awarding the Contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

f. "On-site employees" are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly

engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction."

## **26. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens**

If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by

the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

The following Affidavit shall be used by the Contractor and any subcontractors that are required to sign:

## WORK AUTHORIZATION AFFIDAVIT

---

STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared C.K. Smith, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is C.K. Smith and I am currently the Vice President of Tandem Paving Co. Inc. (hereinafter "Company"), whose business address is 617 SE Industrial Drive, Blue Springs, MO 64014, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.



Affiant / Contractor

C.K. Smith

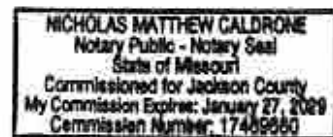
Printed Name

Subscribed and sworn to before me this 3rd day of June, 2026.



SEAL

Notary Public



### **27. Anti-Discrimination Against Israel Act**

If this agreement has a total potential value of \$100,000 or more and Contractor has ten or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

### **28. Notices**

All notices required or permitted under this Contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

### **29. Jurisdiction**

This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

### **30. Warranty**

Contractor warrants that all workmanship shall be of good quality, in conformance with

bid specifications and guarantees all materials, equipment furnished, and work performed for a period of two (2) years from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this Contract. Contractor shall, within ten (10) days' notice from the City, correct any work found to be defective, incorrect, or not in accordance with bid specifications.

### **31. Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

### **32. Entire Contract**

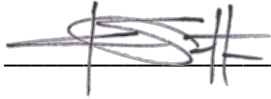
This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract supersedes all other agreements and conditions, including, but not limited to the Exhibits attached to this Contract.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SIGNATURES**

---

**TANDEM PAVING CO., INC.**



C.K. Smith

Name, Title

Vice President

**CITY OF BLUE SPRINGS**

\_\_\_\_\_

Christine Cates, City Administrator

**APPROVED AS TO FORM**

*/s/ Jennifer Baird*

\_\_\_\_\_

City Attorney

## EXHIBIT 1 – SCOPE OF WORK

---

**Name of Contractor:** Tandem Paving Co., Inc.

**Scope of Work (Job Description):**

The contractor is responsible for providing an estimated 1,600 linear foot (LF) loop trail at Central Park as described in the Request for Proposal attached hereto and incorporated herein as Attachment B.

Contractor will provide a curb cut and ADA ramp at the beginning of the parking lot location agreed upon by City and contractor and provide cut and fill for an ADA compliant trail coming off the parking lot and grade all trail edges to no greater than 3:1 slope for mowing. Contractor will remove approximately 395 cubic yards of subgrade along the trail path to a depth of 8 inches and compaction of subgrade to 95% compaction. Contractor will provide and install 400 tons of AB-3 4" thick and 10' wide to provide solid base for the trail throughout. Contractor will install approximately 325 tons of Type 5-01 asphalt to a 4" thickness and 8' wide for the length of the trail. Once trail is installed the contractor will backfill with topsoil and provide hydroseeding around the loop trail for re-establishment and erosion control. Contractor will provide a sealcoat to the existing parking lot at Walnut and 10th St. and restripe parking lot for parking accordingly.

All work is being performed by Tandem Paving Co., Inc. and funded through Community Development Block Grant (CDBG) Funding.

All work shall be performed in accordance with Contractor's bid submittal dated May 6, 2026 attached hereto and incorporated herein as Attachment A.

**Start Date:** June 16, 2026

**Interim Deadlines (if applicable):** N/A

**Final Completion Date:** December 16, 2026

**Reimbursable Expenses:** N/A

**Maximum Payment:**

<b>Dollar Amount</b>	<b>Type or Total Payment / Expense</b>
\$126,525.00	Maximum payment for services rendered
\$0	Maximum amount of expenses to be reimbursed
\$126,525.00	Total Maximum amount to be paid to the Contractor

**Payment Schedule:**

Paid in full upon project completion.

ATTACHMENT A

Updated Form A Proposal Pricing- this sheet should be utilized for RFP Submittal:

# FORM A: Proposal Pricing

Company Name: TANDON PAVING Co., INC.

Quantity	Item	Item Cost	Item Total
1	Curb cut & ADA ramp at beginning of trail off parking lot	\$150.00	\$150.00
1	Provide cut & fill for ADA trail compliance coming off parking lot and grade all trail edges out to no greater than a 3:1 slope for mowing purposes	\$1,800.00	\$1,800.00
<del>250</del> 395 CY approx	Removal of approximately <del>250</del> <sup>395</sup> cubic yards of subgrade along trail path to a depth of 8 inches and compaction of subgrade	\$50.00	\$19,750.00
<del>250</del> 400 Tons approx	Installation of approximately <del>250</del> <sup>400</sup> tons of AB-3 base rock to a 4" compacted depth & 10 feet wide throughout the distance of the entire trail	\$46.40	\$18,760.00
210 <del>325</del> Tons approx	Installation of approximately <del>210</del> <sup>325</sup> tons of Type 5-01 asphalt to a 4" compacted depth & 8 feet wide throughout the distance of the entire	\$120.00	\$39,000.00

	trail		
1	Provide and install topsoil for backfill around the entire trail	\$5,000.00	\$5,000.00
1	Provide As-Built drawings that identify trail location and slope/cross slope for ADA compliance	\$2,500.00	\$2,500.00
<b>TOTAL BASE BID</b> Eighty-Six THOUSAND, NINE HUNDRED SIXTY			\$86,960.00
	Alternates:		
3 acres approx	Grade and hydroseed approximately 3 acres around the park where vegetation has been removed	\$7,000.00	\$21,000.00
1	Sealcoat & restripe the parking lot of the park	\$5,575.00	\$5,575.00
<b>TOTAL PRICE</b> Twenty-Six THOUSAND, FIVE HUNDRED SEVENTY-FIVE			\$26,575.00

Addenda

The undersigned Bidder acknowledges the following Addenda. By submitting this Bid, the bidder agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s)

Addendum No: 1 dated 4/7/26 Signature: [Signature]  
 Print Name: DAVID D SMITH Date: 5/6/26

**Section 3 Clause**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 75.

F. Noncompliance with HUD’s regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Signature Required: David D. Smith IV

Print/type name and title: David D. Smith IV

Date: 5/5/2026

ATTACHMENT B



**BLUE SPRINGS**  
**MISSOURI**

**Request for Proposals**

Central Park Trail Paving

April 6, 2026

---

**Submittal Deadline**

May 6, 2026

---

**Any questions regarding this Request for Proposal shall be submitted to Justin  
Stuart by email at [jstuart@bluespringsmo.gov](mailto:jstuart@bluespringsmo.gov) or by phone at 816-228-0105**

# Contents

Notice to Bidders _____	1
Request for Proposals _____	4
Checklist _____	12
FORM A: Proposal Pricing _____	13
FORM B: Experience/References _____	15
FORM C: Disclosures _____	17
FORM D: Proposal Validity and Commitment to Sign Contract _____	19

# Notice to Bidders

---

Sealed proposals will be received by the Parks and Recreation Director of the City of Blue Springs at The Carson Ross Community Recreation Complex, 425 NE Mock Ave, Blue Springs, Missouri, 64014 **until 12:00 pm CST, on May 6, 2026, at which time bidding will be closed.** In accordance with the Missouri Sunshine Law, RSMo 610.021., proposals will be opened on said date and time and only the bidder name and base proposal price will be read aloud. All other documents will be checked for responsiveness after Bid opening.

The specific locations of the work to be done shall be contained in the special provisions section of the bid document. The Contractor shall bid on all work.

All equipment, materials, and workmanship must be in accordance with the Specifications and other Contract Documents.

**A Pre-Bid Meeting will be held on April 22, 2026 at 10:00 am CST at Central Park, 1104 SW Walnut St.** Attendance at the pre-bid meeting is recommended but not required. Addenda will be issued as the City deems necessary.

All wages paid for work under this contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Missouri Public Law 294, Sec. 290.210 through 290.340, RSMo 1969, as amended.

Pursuant to 610.021 RSMo Item 12, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein to negotiate with any or all bidders or others for more favorable terms or prices and to award a contract to other than the bidder submitting the lowest cost bid proposal with or without negotiation and to determine which is the lowest, best, and most responsive to accept, at its option, any alternates and to approve the bond.

In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees, and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, officers, agents and employees, which are otherwise available under statute, or in law or equity.

All the provisions in this RFP, which becomes part of the Agreement, are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

# Request for Proposals

---

## I. INTRODUCTION

The City of Blue Springs, Missouri (hereafter referred to as "the City") is seeking proposals from qualified Contractors to install and pave a 1,000 LF new trail at Central Park

## II. SCOPE OF WORK

Completion of a 1,000LF trail loop around the small pond at Central Park.

Work to be completed includes:

Curb cut & ADA ramp at beginning of trail off parking lot

Provide cut & fill for ADA trail compliance coming off parking lot and grade all trail edges out to no greater than a 3:1 slope for mowing purposes and compact all loose soils to 95% in 4-inch lifts.

Removal of approximately 250 cubic yards of subgrade along trail path to a depth of 8 inches and compaction of subgrade to 95% compaction

Installation of approximately 250 tons of AB-3 base rock to a 4" compacted depth to 95% compaction & 10 feet wide throughout the distance of the entire trail

Installation of approximately 210 tons of Type 5-01 asphalt to a 4" compacted depth at 95% compaction & 8 feet wide throughout the distance of the entire trail meeting all ADA slope and cross-slope requirements.

Provide and install topsoil for backfill around the entire trail

Provide As-Built drawings that identify trail location and slope/cross slope for ADA compliance

Provide all erosion controls

The following will be considered as add alternates for the project and will be considered in the order listed based on available funding:

1. Grade and hydroseed approximately 3 acres around the park where vegetation has been removed
2. Sealcoat & restripe the parking lot of the park

### III. PROPOSED TIMELINE

The following dates and times are subject to change:

RFP Schedule	Date and Time
Issue RFP-	MONDAY, APRIL 6, 2026
Pre-Bid Meeting-	WEDNESDAY, APRIL 22, 10AM AT CENTRAL PARK
Deadline for questions-	MONDAY, APRIL 27, 2026
Proposals due-	WEDNESDAY, MAY 6, 2026 AT 12PM
Evaluation-	WEDNESDAY, MAY 6 – MONDAY, MAY 11, 2026

Recommendation to Council-	JUNE 1, 2026
Notification of award-	JUNE 2, 2026
Substantial Completion-	OCTOBER 1, 2026

**IV. QUALIFICATIONS OF RESPONDENTS**

Respondents to this request shall be able to demonstrate ability to comply with the following minimum requirements:

- A. The contractor must be able to show performance of work and provide references on (3) three projects of similar size and scope during the past (5) five years (complete References Sheet).
- B. The contractor shall meet the requirements of the (list specific certifications or licenses required).
- C. The contractor must be able to demonstrate the capabilities and background of qualified personnel and firm profile.

**V. REQUIREMENTS FOR PROPOSAL SUBMITTAL**

Refer to Checklist for additional requirements and forms.

- A. The proposal must include the names, addresses, telephone numbers, and current licenses and Certifications of the Contractor, as well as appropriate brochures and equipment submittals
- B. All key personnel that will be assigned to the project, and their anticipated involvement in the project

- C. Past projects that relate to similar city or government design/construction of a similar size, scope, etc., and the name and telephone number of a contact person from that entity, who will be familiar enough with the past project to give a reference (complete References Sheet).
- D. An itemized cost schedule with any cost breakdown information
- E. A detailed time-line schedule for the completion project
- F. All pricing should include all rates as applicable with regard to the current Missouri Prevailing Wage Order, Exhibit E. Federal wage rates are subject to modification.
- G. This project is federally funded and is contingent upon the completion of an environmental review and receipt of a Release of Funds(ROF) from HUD. No construction activities or choice limiting actions may occur prior to authorization. This process has already been initiated by the City.
- H. Davis-Bacon Act Requirements: All laborers and mechanics employed under this contract shall be paid wages not less than those determined by the Secretary of Labor in accordance with applicable wage determinations. Weekly certified payroll is required. All wage rates paid on construction work for this project shall be at least equal to the Davis-Bacon Federal Wage rates and HUD 4010 Federal Labor Standards. Wages should be the higher rate of the two, to meet all requirements. Attached as Exhibit C is the HUD Form 1040 Wage requirements. To receive

the entire Federal Wage Rate go to:

<https://www.dol.gov/agencies/whd/government-contracts/prevailing-wage-resource-book/db-wage-determinations>.

- I. Section 3 Requirements: To the greatest extent possible, contractor shall provide employment, training, and contracting opportunities to low and very low-income persons and Section 3 business concerns. The contractor shall take affirmative steps to ensure that minority businesses, women's business enterprises, and Section 3 business concerns are utilized when possible. Also, must comply with Exhibit D, Section 3 Clause, sign and return with proposal. Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to submit proposals.
- J. Equal Opportunity and Civil Rights: The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or age.
- K. Debarment and Suspension: The contractor certifies it is not debarred, suspended, or otherwise excluded from participation in federally funded program. Verification through SAM.gov is required.
- L. Lobbying Restrictions: The contractor shall comply with the Byrd Anti-Lobbying Amendment and disclose any lobbying activities in connection with this project.

## **VI. EVALUATION PROCEDURE / CRITERIA FOR SELECTING CONTRACTOR**

The selection of the best proposal will be based mainly but not entirely on the following criteria:

- A. Cost: 50%
- B. Qualifications and Direct Experience – Includes performance and references for similar size and scope of projects 25%
- C. Compliance with the requirements of this Request for Proposal 15%
- D. Proposed construction schedule 5%
- E. Proposed materials and equipment 5%

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein to negotiate with any or all bidders or others for more favorable terms or prices and to award a contract to other than the bidder submitting the lowest cost bid proposal with or without negotiation and to determine which is the lowest, best, and most responsive to accept, at its option, any alternates and to approve the bond.

## **VII. AUTHORIZATION TO BEGIN WORK**

The selected provider of these services will be given a notice of intent to contract within one week of proposals being received. Once the notice of intent is given, an agreement will be provided to the contractor for review and

signatures. The selected contractor will then be required to sign the agreement and submit the following documents with the agreement:

- A. Proof of Insurance with the City of Blue Springs named as additional insured with liability limits of \$1,000,000 per occurrence and \$1,000,000 in aggregate, \$1,000,000 automobile liability and worker compensation at the statutory limits for the State of Missouri
- B. Signed and notarized affidavits
- C. E-verification with the Department of Homeland Security MOU
- D. W-9
- E. Payment Bond
- F. DUNS number and proof of SAM.gov registration

Once documents have been received, the agreement will be sent to City Council for approval. Once approved, staff and contractor will set a start date for construction and follow the submitted detailed construction schedule.

It is anticipated from time of proposal submissions to contract approval, the contract should be approved within 60 days.

Substantial completion should be achieved by October 1, 2026. All proposed schedules submitted should reflect this proposed substantial completion date.

## VIII. AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all Contractors who received the original RFP from the City of Blue Springs as well as posted on the City's website under bid postings. This does not relieve the submitting Contractor the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: [www.bluespringsgov.com/bids.aspx](http://www.bluespringsgov.com/bids.aspx). All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

# Checklist

---

## PROPOSAL CHECKLIST TO INCLUDE WITH PACKET

1. Proposal:
  - Two (2) copies of original signed proposal
2. Form A – Proposal Pricing (Including Unit Prices Where Required)
3. Form B – Experience/References
4. Form C – Disclosures
5. Form D – Proposal Validity and Commitment to Sign Contract
6. Exhibit D Section 3 Clause

# FORM A: Proposal Pricing

Company Name: \_\_\_\_\_

Quantity	Item	Item Cost	Item Total
1	Curb cut & ADA ramp at beginning of trail off parking lot		
1	Provide cut & fill for ADA trail compliance coming off parking lot and grade all trail edges out to no greater than a 3:1 slope for mowing purposes		
250 CY approx	Removal of approximately 250 cubic yards of subgrade along trail path to a depth of 8 inches and compaction of subgrade		
250 Tons approx	Installation of approximately 250 tons of AB-3 base rock to a 4" compacted depth & 10 feet wide throughout the distance of the entire trail		
210 Tons approx	Installation of approximately 210 tons of Type 5-01 asphalt to a 4" compacted depth & 8 feet wide		

	throughout the distance of the entire trail		
1	Provide and install topsoil for backfill around the entire trail		
1	Provide As-Built drawings that identify trail location and slope/cross slope for ADA compliance		
<b>TOTAL BASE BID</b>			
	Alternates:		
3 acres approx	Grade and hydroseed approximately 3 acres around the park where vegetation has been removed		
1	Sealcoat & restripe the parking lot of the park		
<b>TOTAL PRICE</b>			

# FORM B: Experience/References

---

To be eligible to respond to this RFP, the proposing Contractor must have successfully completed services similar to those specified in the Scope of Services section of this RFP to at least one (1) customer with a project similar in size and complexity.

Please provide a **minimum** of two references.

## Reference 1:

Information	Detail
Company or Municipality	
Address	
Contact	
Phone Number and Email	
Project, Amount, and Date of Completion	

**Reference 2:**

<b>Information</b>	<b>Detail</b>
Company or Municipality	
Address	
Contact	
Phone Number and Email	
Project, Amount, and Date of Completion	

# FORM C: Disclosures

---

The Contractor submitting this RFP shall review the following questions with regard to the past five years. If any question is answered in the affirmative, the Contractor shall submit an attachment providing details concerning the matter in question including applicable dates, locations, names of projects/project owners, and circumstances.

1. Has the Contractor been debarred, suspended, or otherwise prohibited from doing business with any federal, state, or local government agency or private enterprise?
2. Has the Contractor been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state, or local government agency or private enterprise?
3. Has the Contractor defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?
4. Has the Contractor been assessed or required to pay liquidated damages in connection with work performed on any project?
5. Has the Contractor had any business or professional license, registration, certificate, or certification suspended or revoked?
6. Have any liens been filed against the Contractor as a result of its failure to pay Subcontractors, suppliers, or workers?
7. Has the Contractor been denied bonding or insurance coverage or been discontinued by a surety or insurance company?

8. Has the Contractor been found in violation of any laws, including, but not limited to, contracting or antitrust laws, tax, or licensing laws, labor or employment laws, environmental, health, or safety laws?
9. Has the Contractor or its owners, officers, directors, or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Contractor's business?
10. Has the Contractor been the subject to any bankruptcy proceeding?
11. Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Contractor?
12. Complaints, Charges, Investigations: Is the Contractor currently or has the Contractor been the subject of any complaint, investigation, or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?

# FORM D: Proposal Validity and Commitment to Sign Contract

---

Contractor Name: \_\_\_\_\_

Contractor Owner: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

Contractor Phone Number: \_\_\_\_\_

Contractor Email: \_\_\_\_\_

Management person who is responsible for direct contact with the City of Blue Springs,  
if different than above contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

I (authorized agent) \_\_\_\_\_ having authority to act on behalf  
of (Company name) \_\_\_\_\_ do hereby  
acknowledge and agree to be bound by all terms, costs, and conditions of this proposal  
for a period of 90 days from the date of submission and commit to sign the Contract.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Print Officer's Name: \_\_\_\_\_

**PUBLIC WORKS CONTRACT**

---

**EFFECTIVE DATE:** Month Day, Year

**TERMINATION DATE:** Month Day, Year

**CONTRACT NUMBER:**

<b>City</b>	<b>Contractor</b>
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	Click or tap here to enter text.
Department: Click or tap here to enter text.	Attention: Click or tap here to enter text.
Phone: Click or tap here to enter text.	Phone: Click or tap here to enter text.

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_,  
by the parties identified above.

WHEREAS, the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services, construction and labor, and/or provide materials and equipment as hereafter described in connection with a project more particularly described in Exhibit 1; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

### **1. Services**

The City agrees to engage the services of the Contractor, and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in Exhibit 1 in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications. The terms of the City's Request for Proposals are incorporated by reference as if fully set forth herein. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

### **2. Addition to Services**

The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in Exhibit 1 or the bid document(s) associated with this contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.

### **3. Exchange of Data**

All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

#### **4. Personnel**

The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

#### **5. Term**

The services of the Contractor shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as Exhibit 1.

#### **6. Costs not to Exceed**

The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, if required by City policy, as described in the Maximum Payment section of Exhibit 1 for this Contract and Paragraph 7.b which cannot be exceeded unless this Contract is amended. The Contractor shall notify the City if Contractor anticipates that the Contract amount may be exceeded to determine whether or not the City is prepared to increase the total compensation.

## 7. Payment

a. **Conditioned upon acceptable performance.** Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in Exhibit 1, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Contractor for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit 1.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of \$Total amount of contract unless agreed to by City and Contractor in writing.

## 8. Termination of Contract

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit 1 shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate this Contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as

required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Contract by the Contractor. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of this Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

## 9. **Conflicts**

No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section

105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

#### **10. Assignment**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the Contractor to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

#### **11. Discrimination**

The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

#### **12. Occupational License**

The Contractor shall obtain and maintain an occupational license with the City of Blue

Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

### **13. Compliance with Laws**

Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

### **14. American Made Products.**

Pursuant to section 34.353 RSMo, as amended, if this Contract is for more than \$25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

### **15. Nonresident/Foreign Contractors**

The Contractor shall procure and maintain during the life of this contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. (See also, Section 351.574 RSMo. as to consequences of failing to comply.)
- b. A certificate from the Missouri Director of Revenue evidencing compliance with

the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

#### **16. General Independent Contractor Clause**

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **17. City Benefits**

The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

#### **18. Insurance**

Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this Contract

and on each anniversary of such insurance coverage during the term of this Contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this Contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability. Minimum limit of \$1,000,000 combined single limit, \$2,000,000 annual aggregate for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability. \$1,000,000 combined single limit with City named as an additional insured on the policy.

c. Workers' Compensation. Statutory requirements.

d. Professional Liability Insurance. Contractor agrees to maintain professional liability insurance in the amount of \$1,000,000 per claim and in the aggregate during the term of this contract. (If not applicable, delete this subparagraph)

The provision of insurance shall not be construed, nor is intended, to be a waiver of

sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

### **19. Liability and Indemnity**

The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees, and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by

any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, officers, agents and employees, which are otherwise available under statute, or in law or equity.

f. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

---

## 20. **Excessive Unemployment Requirements**

Whenever there is a period of excessive unemployment in this State (Missouri), as defined by Section 290.550 RSMo., any contractor constructing or building any public works project or improvement as defined in Section 290.210 RSMo. shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement in compliance with Sections 290.550 thru 290.580 RSMo.

## 21. **Bonds**

Pursuant to Section 107.170 RSMo.

a. **Labor and Material Payment Bond.** If this Contract is estimated to exceed \$50,000.00, the Contractor shall furnish a Labor and Materials Payment Bond with surety

approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

b. **Performance Bond.** If the City deems a Performance Bond is necessary, the Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the full and faithful performance of all major terms and conditions of this Contract. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In

such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

c. **Maintenance Bond.** If the City deems a Maintenance Bond is necessary, prior to acceptance of the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 50% of the cost of the Work as approved by the City, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of substantial completion for such work covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of the certificates such bond shall be delivered to the City.

## 22. **Liquidated Damages**

Time of completion of the work by the Contractor is of the essence. Should Contractor fail to complete the work within the time specified in this contract, Contractor shall be liable to the City in the amount of \$500.00 per day for each and every calendar day that the Contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

## 23. **Site**

Contractor shall at all times, during the performance of the work, keep the project site clean and free from debris resulting from the work. Prior to discontinuing work in an

area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials.

#### **24. Prevailing Wage**

If this Contract is estimated to exceed \$75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established by Prevailing Wage Order No. Current Wage Order Number, Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars (\$100) per worker, per day.

#### **25. OSHA Requirements**

Pursuant to Section 292.675 RSMo.

- a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded twenty days to produce such documentation before being subject to removal from the project.

c. The contractor to whom the Contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs (a) and (b) above have elapsed.

e. The public body awarding the Contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

f. "On-site employees" are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction."

**26. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens**

If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is any of the electronic verification

of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

The following Affidavit shall be used by the Contractor and any subcontractors that are required to sign:

**WORK AUTHORIZATION AFFIDAVIT**

---

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Company"), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

\_\_\_\_\_  
Affiant / Contractor

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SEAL

\_\_\_\_\_  
Notary Public

## **27. Anti-Discrimination Against Israel Act**

If this agreement has a total potential value of \$100,000 or more and Contractor has ten or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

## **28. Notices**

All notices required or permitted under this Contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

## **29. Jurisdiction**

This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

## **30. Warranty**

Contractor warrants that all workmanship shall be of good quality, in conformance with

bid specifications and guarantees all materials, equipment furnished, and work performed for a period of two (2) years from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this Contract. Contractor shall, within ten (10) days' notice from the City, correct any work found to be defective, incorrect, or not in accordance with bid specifications.

### **31. Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

### **32. Entire Contract**

This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract supersedes all other agreements and conditions, including, but not limited to the Exhibits attached to this Contract.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SIGNATURES**

---

**CONTRACTOR NAME**

**CITY OF BLUE SPRINGS**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Christine Cates, City Administrator

**APPROVED AS TO FORM**

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

**EXHIBIT 1 – SCOPE OF WORK**

---

**Name of Contractor:** NAME OF CONTRACTOR

**Scope of Work (Job Description):**

Brief description of work

All work shall be performed in accordance with Contractor’s Click or tap here to enter text. dated Click or tap to enter a date. attached hereto and incorporated herein as Attachment A.

**Start Date:** Click or tap to enter a date.

**Interim Deadlines (if applicable):**

Date	Phase of Project to be Completed

**Final Completion Date:** Click or tap to enter a date.

**Reimbursable Expenses:**

List all reimbursable expenses or list or N/A

**Maximum Payment:**

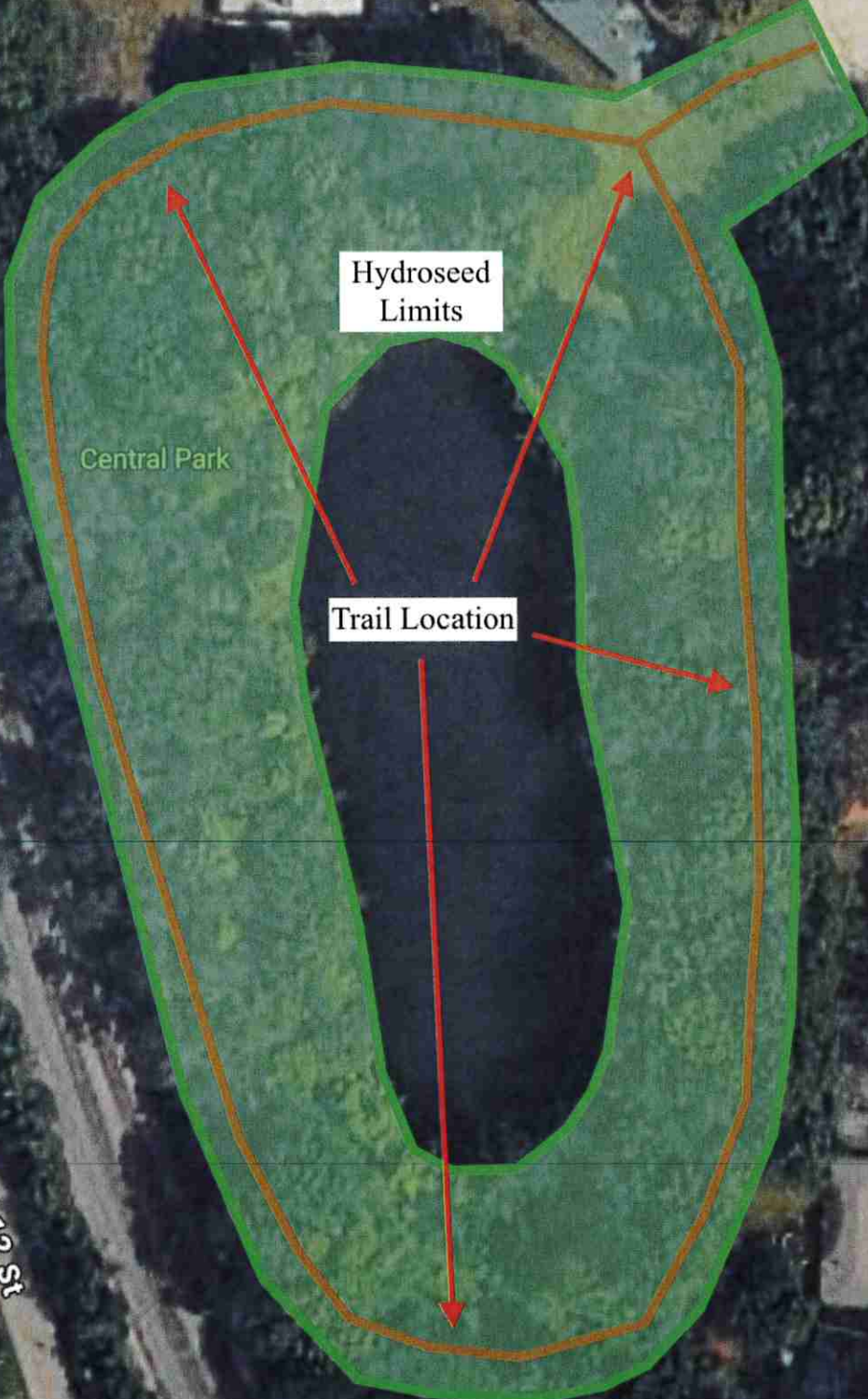
Dollar Amount	Type or Total Payment / Expense
\$	Maximum payment for services rendered
\$	Maximum amount of expenses to be reimbursed
\$	Total Maximum amount to be paid to the Contractor

**Payment Schedule:**

Describe Payment Schedule

1926 Chicago & Alton Railroad Depot

Comm



Hydroseed Limits

Central Park

Trail Location

SW 12 St

SW 12 St

SW 11th St



**HUD-4010  
Federal Labor Standards Provisions****U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards****A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1. Minimum wages and fringe benefits**

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**ii. Frequently recurring classifications**

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is used in the area by the construction industry; and
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
  - C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**iv. Fringe benefits not expressed as an hourly rate**

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**v. Unfunded plans**

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding

### i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## 3. Records and certified payrolls

### i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**ii. Certified payroll requirements**

- A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
  2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

- from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
  - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
  - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
  - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
  - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
  - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**4. Apprentices and equal employment opportunity**

**i. Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**5 Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6 Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**7 Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
  - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
  - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
    - A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
    - B. A contracting agency for its procurement costs;
    - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
    - D. A contractor’s assignee(s);
    - E. A contractor’s successor(s); or
    - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
  - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**F. HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Superseded General Decision Number: MO20250082

State: Missouri

Construction Type: Building

Counties: Bates, Caldwell, Clay, Jackson, Lafayette and Ray Counties in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

ASBE0027-006 10/07/2024

	Rates	Fringes
HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems).....	\$ 43.60	33.52

BRM00015-021 06/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 40.53	16.69

BRM00018-003 07/05/2023

	Rates	Fringes
TILE SETTER.....	\$ 34.09	20.36

CARP1011-005 05/01/2024

	Rates	Fringes
CARPENTER.....	\$ 44.63	22.40

ELEC0124-012 09/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 54.01	27.85

ELEC0124-013 11/25/2024

	Rates	Fringes
ELECTRICIAN (Communication Technician).....	\$ 48.23	25.35

ELEV0012-005 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.69	38.435+a+b

a. VACATION: Employer contributes 8% of basic hourly rate to vacation pay credit for employee who has worked in business more than 5 years and 6% for 6 months to 5 years as Vacation Pay Credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

-----		
ENGI0101-052 04/01/2025		
	Rates	Fringes
OPERATOR: Forklift.....	\$ 44.14	22.42
-----		
ENGI0101-053 04/01/2025		
	Rates	Fringes
OPERATOR: Crane.....	\$ 47.29	22.42
-----		
ENGI0101-054 04/01/2025		
	Rates	Fringes
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 45.48	22.42
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 45.48	22.42
-----		
ENGI0513-026 05/01/2025		
	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Oiler.....	\$ 39.06	30.38
-----		
ENGI0513-027 05/07/2025		
	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer.....	\$ 45.96	30.57
-----		
IRON0010-003 04/01/2025		
	Rates	Fringes
IRONWORKER.....	\$ 39.00	34.25
-----		
LAB00110-007 06/04/2025		
	Rates	Fringes
LABORER: Pipelayer.....	\$ 40.82	17.56
-----		
LAB00264-009 04/01/2023		
	Rates	Fringes
LABORER: Common or General.....	\$ 31.60	18.25
-----		
LAB01104-007 03/01/2025		

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 31.80	14.91
-----		
PLAS0518-015 04/01/2025		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 40.13	20.50
-----		
PLUM0008-021 06/01/2025		

	Rates	Fringes
PLUMBER.....	\$ 58.38	25.29
-----		
PLUM0533-014 06/01/2025		

	Rates	Fringes
PIPEFITTER.....	\$ 57.51	28.35
-----		
ROOF0020-023 06/01/2024		

	Rates	Fringes
ROOFER.....	\$ 38.45	22.29
-----		
SFMO0314-002 10/01/2024		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.85	25.50
-----		
SHEE0002-036 07/01/2023		

	Rates	Fringes
SHEET METAL WORKER.....	\$ 50.43	26.45
-----		
* UAVG-MO-0001 01/01/2025		

	Rates	Fringes
LABORER: Mason Tender - Brick...	\$ 34.05	15.73
-----		
* UAVG-MO-0002 01/01/2025		

	Rates	Fringes
OPERATOR: Roller.....	\$ 39.61	30.15
-----		
SUMO2020-011 10/10/2023		

	Rates	Fringes
OPERATOR: Loader.....	\$ 38.39	17.55
PAINTER.....	\$ 24.14	9.67
-----		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----  
The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next

number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

-----

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====

Exhibit 6 - HDD 1018  
"END OF GENERAL DECISION"

**Section 3 Clause**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 75.

F. Noncompliance with HUD’s regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Signature Required: \_\_\_\_\_

Print/type name and title: \_\_\_\_\_

Date: \_\_\_\_\_

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

# Annual Wage Order No. 33

Section 048

## JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by \_\_\_\_\_

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2026**

Last Date Objections May Be Filed: **April 9, 2026**

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$75.81
Boilermaker	\$42.32*
Bricklayer - Stone Mason	\$67.01
Carpenter	\$68.84
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	\$60.56
Plasterer	
Communication Technician	\$69.46
Electrician (Inside Wireman)	\$78.51
Electrician (Outside Lineman)	\$73.01
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	\$104.15
Glazier	\$63.37
Iron Worker	\$73.30
Laborer	\$54.22
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	\$56.49
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	\$67.17
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group III - A	
Operating Engineer - Group IV	
Operating Engineer - Group V	
Painter	\$59.65
Plumber	\$85.26
Pipe Fitter	
Roofer/WaterProofer	\$62.94
Sheet Metal Worker	\$81.65
Sprinkler Fitter - Fire Protection	\$74.26
Truck Driver	\$54.30
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters Group IV	

\* The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

<b>OCCUPATIONAL TITLE</b>	<b>**Prevailing Hourly Rate</b>
<b>Carpenter</b>	<b>\$69.18</b>
<b>Millwright</b>	
<b>Pile Driver</b>	
<b>Electrician (Outside Lineman)</b>	<b>\$90.04</b>
<b>Outside - Groundman</b>	
<b>Outside - Groundman Tree Trimmer</b>	
<b>Outside - Lineman Operator</b>	
<b>Outside - Lineman Tree Trimmer</b>	
<b>Laborer</b>	<b>\$55.22</b>
<b>Laborer - General</b>	
<b>Laborer - Skilled</b>	
<b>Operating Engineer</b>	<b>\$63.80</b>
<b>Operating Engineer - Group I</b>	
<b>Operating Engineer - Group II</b>	
<b>Operating Engineer - Group III</b>	
<b>Operating Engineer - Group IV</b>	
<b>Truck Driver</b>	<b>\$54.02</b>
<b>Truck Control Service Driver</b>	
<b>Truck Driver, Teamsters Group I</b>	
<b>Truck Driver, Teamsters Group II</b>	
<b>Truck Driver, Teamsters Group III</b>	
<b>Truck Driver, Teamsters Group IV</b>	

Use **Heavy Construction Rates** on Highway and Heavy construction in accordance iwth the classifications of construction work established in 8 CSR 30-3.040(3).

Use **Building Construction Rates** on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

## OVERTIME and HOLIDAYS

### OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

### HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



— PLAYNATURALLY —  
**BLUE SPRINGS**  
— PARKS & RECREATION —

---

**ADDENDUM #1**

April 7, 2026

SUBJECT: Addendum Number One to Central Park Trail Paving Project

This Addendum forms a part of the bidding and contract documents and modifies the original bidding documents. Failure to acknowledge receipt of addendum may subject the bidder to disqualification.

The following items have been modified from the original RFP form. The attached Proposal Pricing Form should be submitted for this RFP along with other required submittal documents.

**Updated quantities in Section II Scope of Work:**

\*Updated to 1,600 LF trail loop

\*Updated to Removal of approximately 395 cubic yards of subgrade along trail path

\*Updated to Installation of approximately 400 tons of AB-3 base rock

\*Updated to Installation of approximately 325 tons of Type 5-01 asphalt

**I. SCOPE OF WORK**

Completion of a ~~1,000~~ **1,600** LF trail loop around the small pond at Central Park.

Work to be completed includes:

Curb cut & ADA ramp at beginning of trail off parking lot

Provide cut & fill for ADA trail compliance coming off parking lot and grade all trail edges out to no greater than a 3:1 slope for mowing purposes and compact all loose soils to 95% in 4-inch lifts.

Removal of approximately ~~250~~ 395 cubic yards of subgrade along trail path to a depth of 8 inches and compaction of subgrade to 95% compaction

Installation of approximately ~~250~~ 400 tons of AB-3 base rock to a 4" compacted depth to 95% compaction & 10 feet wide throughout the distance of the entire trail

Installation of approximately ~~240~~ 325 tons of Type 5-01 asphalt to a 4" compacted depth at 95% compaction & 8 feet wide throughout the distance of the entire trail meeting all ADA slope and cross-slope requirements.

Provide and install topsoil for backfill around the entire trail

Provide As-Built drawings that identify trail location and slope/cross slope for ADA compliance

Provide all erosion controls

The following will be considered as add alternates for the project and will be considered in the order listed based on available funding:

1. Grade and hydroseed approximately 3 acres around the park where vegetation has been removed
2. Sealcoat & restripe the parking lot of the park

Updated Form A Proposal Pricing- this sheet should be utilized for RFP Submittal:

# FORM A: Proposal Pricing

Company Name: \_\_\_\_\_

Quantity	Item	Item Cost	Item Total
1	Curb cut & ADA ramp at beginning of trail off parking lot		
1	Provide cut & fill for ADA trail compliance coming off parking lot and grade all trail edges out to no greater than a 3:1 slope for mowing purposes		
<del>250</del> 395 CY approx	Removal of approximately 250 cubic yards of subgrade along trail path to a depth of 8 inches and compaction of subgrade		
<del>250</del> 400 Tons approx	Installation of approximately 250 tons of AB-3 base rock to a 4" compacted depth & 10 feet wide throughout the distance of the entire trail		
<del>210</del> 325 Tons approx	Installation of approximately 210 tons of Type 5-01 asphalt to a 4" compacted depth & 8 feet wide throughout the distance of the entire		

	trail		
1	Provide and install topsoil for backfill around the entire trail		
1	Provide As-Built drawings that identify trail location and slope/cross slope for ADA compliance		
<b>TOTAL BASE BID</b>			
	Alternates:		
3 acres approx	Grade and hydroseed approximately 3 acres around the park where vegetation has been removed		
1	Sealcoat & restripe the parking lot of the park		
<b>TOTAL PRICE</b>			

Addenda

The undersigned Bidder acknowledges the following Addenda. By submitting this Bid, the bidder agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s)

Addendum No: \_\_\_ dated \_\_\_\_\_ Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** June 2, 2026

**ITEM TYPE:** Resolution

**SUBMITTED BY:** Bob Muenz

**CONTRACT NUMBER:**

**DEPARTMENT:** Police Department

**STRATEGIC PLAN PRIORITY:** Community Safety

### ITEM DESCRIPTION

---

Adopt a Resolution approving a contract with Fleming Auto Center, Inc. dba Jackson County Tow Service for towing services.

### BACKGROUND

---

Staff desires to enter into a contract for towing services including tow services for City vehicles and citizen's vehicles when necessary, during police responses. Towing services are required not only to remove vehicles from the roadway after an accident but also tow vehicles after an arrest is made or the vehicle is needed for evidentiary purposes. Towing services may also be required for City vehicles in need of repairs. Requests for proposals were solicited and while two were received by the Police Department for towing services, only one request for proposal was completed correctly. Santa Fe Tow Service did not submit a complete proposal packet and failed to provide serve required compenents outlined in the request for proposal. After a review of the received

proposals, staff is recommending approval of the tow services contract with Fleming Auto Center, Inc. dba Jackson County Tow Service. This vendor held the previous contract and has provided competent service and competitive pricing.

**FINANCIAL IMPACT**

INFORMATION	DETAIL
Contractor:	Fleming Auto Center, Inc. dba Jackson County Tow Service
Amount of Request/ Contract:	Per Service per contract pricing
Amount Budgeted:	Shared across departments
Budget Year:	FY 2025-26
Funding Source/Account #:	Shared across departments
Account Balance:	Shared across departments Date: 5/5/2026

**PROJECT TIMELINE**

INFORMATION	DETAIL
Estimated Start Date	June 16, 2026
Estimated End Date	June 16, 2029
Years and Months Contract in effect	Three years
Number of times renewable	Two (one-year terms)

**STAFF RECOMMENDATION**

Staff recommends approval.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

---

1. Memo recommendation of award
2. Resolution with Contract attached as Exhibit A.

## REVIEWED BY

---

**Requesting Director: Bob Muenz**

**Legal: James Newell**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**

## SUPPORTING DOCUMENTS

---

<b>Document</b>	<b>Required</b>	<b>If not required, explain</b>
Certificate of Insurance:	Yes	
E-Verify:	Yes	
Bond:	N/A	
IRS Form W-9	Yes	Finance Review: May 5, 2026
Bid/RFP/RFQ and Tabulation	Yes	
Bid Waiver: (less than three bids)	Yes	
Contractor address and email:	Yes	Fleming Auto Center Inc 613 Industrial Dr. Blue Springs Mo. 64014 dispatch@jacotow.com
Project Exemption Certificate needed:	No	

**A RESOLUTION APPROVING A CONTRACT WITH FLEMING AUTO SERVICE INC.  
DBA JACKSON COUNTY TOW SERVICE FOR TOWING SERVICES**

WHEREAS, the City of Blue Springs desires to enter into a contract for towing services including tow services for City vehicles and citizen vehicles when necessary during the course of police responses; and

WHEREAS, the Police Department prepared specifications and secured quotations for Towing Services; and

WHEREAS, the Department received one properly completed bid and now recommends that the City award a contract to Fleming Auto Service Inc. dba Jackson County Tow service, for work based on the scope of towing services in the contract per service provided at contract rates as the lowest and most responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

- Section 1. The City Administrator is hereby authorized to enter into a contract with Fleming Auto Services Inc., dba Jackson County Tow Service, 613 Industrial Drive, blue springs Mo., 64014, for towing services. A copy of the proposed contract is attached hereto as Exhibit "A" and is incorporated herein.
- Section 2. City staff is directed to perform all tasks necessary to implement said contract.
- Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the

City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15<sup>th</sup> day of June 2026.

CITY OF BLUE SPRINGS

---

Chris Lievsay, Mayor

ATTEST:

---

Erin Ford, City Clerk



# BLUE SPRINGS MISSOURI

## GOODS AND SERVICES CONTRACT

---

**EFFECTIVE DATE:** June 16, 2026

**TERMINATION DATE:** June 16, 2029

**CONTRACT NUMBER:**

City	Contractor
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	Fleming Auto Center, Inc. dba Jackson County Tow Service 613 Industrial Dr. Blue Springs, MO 64014
Department: Police Department	Attention: Robert Jenkins
Phone: 816-228-0152	Phone: 816-228-2328

**THIS CONTRACT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the parties identified above.

WHEREAS, the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services, construction and labor and/or provide, materials and equipment as hereafter described in connection with a project more particularly described in **Exhibit 1**; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said

proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

### 1. **Services**

The City agrees to engage the services of the Contractor, and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in **Exhibit 1** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

### 2. **Addition to Services**

The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in **Exhibit 1** or the bid document(s) associated with this Contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.

### 3. **Non-Exclusive Contract**

This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source.

#### **4. Exchange of Data**

All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

#### **5. Personnel**

The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

#### **6. Term**

The services of the Contractor shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit 1***.

#### **7. Costs not to Exceed**

The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process if required

by City Policy, as described in the Maximum Payment section of **Exhibit 1** for this Contract and Paragraph 8.b which cannot be exceeded unless this Contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded to determine whether or not the City is prepared to increase the total compensation.

## **8. Payment**

Conditioned upon acceptable performance. Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in Exhibit 1, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Contractor for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit 1.

## **9. Total amount of contract. Termination of Contract**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit 1** shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate this Contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new

construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated provider. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. If City terminates this Contract, Contractor will assist City in the orderly termination of services, including timely transfer of services to another designated provider. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

#### 10. **City's Limitation on Indebtedness**

In accordance with the laws of the State of Missouri, specifically Missouri Constitution, Art. VI, Section 26, notwithstanding any provision to this contract, nothing in this

Contract shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City year-to-year during the duration of this Contract.

#### **11. Conflicts**

No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq.* RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

#### **12. Assignment**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from this Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract, though City will attempt to so notify any such assignee.

**13. Discrimination**

The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

**14. Occupational License**

The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

**15. Compliance with Laws**

Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by contractor is current.

**16. American Made Products**

Pursuant RSMo 34.353, as amended, if this Contract is for more than \$25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

## **17. Nonresident/Foreign Contractors**

The Contractor shall procure and maintain during the life of this Contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. (See also, Section 351.574 RSMo. as to consequences of failing to comply.)

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

## **18. General Independent Contractor Clause**

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid

minimum wages and/or overtime premiums.

#### **19. No Third-Party Benefits**

This Contract shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything or anyone, not a party hereto, to maintain suit pursuant to the terms of this Contract.

#### **20. City Benefits**

The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

#### **21. Insurance**

Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this Contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

- a. **Comprehensive General Liability.** Minimum limit of \$1,000,000 combined single limit, \$2,000,000 annual aggregate for bodily injury and property damage per occurrence with City named as an additional insured on the policy.
- b. **Comprehensive Automobile Liability.** \$1,000,000 combined single limit with City named as an additional insured on the policy.
- c. **Workers' Compensation.** Statutory requirements.

The provision of insurance shall not be construed, nor is it intended to be a waiver of sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

## 22. **Liability and Indemnity**

The parties mutually agree to the following:

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.
- b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this Contract.
- c. The Contractor shall indemnify and hold the City harmless from all wages or

overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

d. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law, or Municipal Law or Regulation. The parties agree that the City is not indemnifying this Contract for any reason whatsoever.

e. Notwithstanding any provision to the contrary, in no event shall Contractor's aggregate liability for all damages connected with its services under the Contract be less than the actual damages incurred by City.

f. In the event of litigation by the City against Contractor to enforce the terms of this Contract, or to remedy a breach of the terms of this Contract (either in law or in equity), the City shall be entitled to recover from the Contractor its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

### **23. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens**

If this Contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person

who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

The following Affidavit shall be used by the contractor and any subcontractors that are required to sign:

**WORK AUTHORIZATION AFFIDAVIT**

---

STATE OF Missouri )  
COUNTY OF Jackson ) ss.

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Melissa Jenkins who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Melissa Jenkins and I am currently the owner of Jackson County Tow Service (hereinafter "Company"), whose business address is 613 SE Industrial Dr. and I am authorized to make this Affidavit. Blue Springs mo 64014

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Mel. J.

Affiant / Contractor

Melissa Jenkins

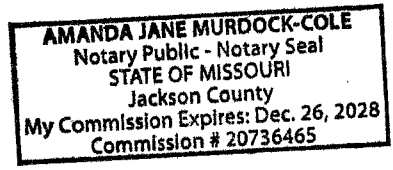
Printed Name

Subscribed and sworn to before me this 10 day of June, 2026

Amanda Jane Murdock

SEAL

Notary Public



#### **24. Anti-Discrimination Against Israel Act**

If this agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of this Contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

#### **25. Notices**

All notices required or permitted under this Contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

#### **26. Jurisdiction**

This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

#### **27. Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the

occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

**28. Entire Contract**

This Contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract supersedes all other agreements and conditions, including, but not limited to the Exhibits attached to this Contract.

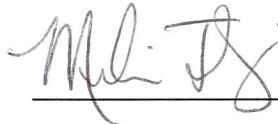
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SIGNATURES**

---

**FLEMING AUTO CENTER, INC. DBA**

**JACKSON COUNTY TOW SERVICE**

 owner  
VP, Sec/Treas.

Name, Title

**CITY OF BLUE SPRINGS**

\_\_\_\_\_

Christine Cates, City Administrator

**APPROVED AS TO FORM**



\_\_\_\_\_

City Attorney

## EXHIBIT 1 – SCOPE OF WORK

---

**Name of Contractor:** Fleming Auto Center, Inc. dba Jackson County Tow Service

**Scope of Work (Job Description):**

Tow Services as outlined in the Request for Proposal and bid response to include vehicles involved in accidents, disabled vehicles, vehicles requiring towing for evidentiary purposes or subject to impoundment due to an arrest. Tow services may also be required for City owned vehicles that are disabled or in need of repair and transport to a repair facility.

All work shall be performed in accordance with Contractor's proposal dated April 17, 2026 attached hereto and incorporated herein as Attachment A.

**Start Date:** June 16, 2026

**Interim Deadlines (if applicable):** N/A

**Final Completion Date:** June 16, 2029

**Reimbursable Expenses:** N/A

**Payment Schedule:** Invoiced as services rendered.

ATTACHMENT A



**BLUE SPRINGS**  
**MISSOURI**

**Request for Proposals**

Bid for Tow Service

05/12/2026

**Submittal Deadline**

05/26/2026 BY 4:00 PM

**Any questions regarding this Request for Proposal shall be submitted to Chief Bob Muenz by email at [bmuenz@bluespringsmo.gov](mailto:bmuenz@bluespringsmo.gov) or by phone at 816-228-0151**

# Contents

<b>Notice to Bidders</b>	<b>1</b>
<b>Request for Proposals</b>	<b>4</b>
<b>Checklist</b>	<b>14</b>
<b>FORM A: Proposal Pricing</b>	<b>15</b>
<b>FORM B: Experience/References</b>	<b>19</b>
<b>FORM C: Disclosures</b>	<b>21</b>
<b>FORM D: Proposal Validity and Commitment to Sign Contract</b>	<b>23</b>
<b>Contract</b>	<b>25</b>

# Notice to Bidders

---

Sealed proposals will be received by the Records Unit of the City of Blue Springs at the Blue Springs Police Department, 1100 SW Smith Street, Blue Springs, Missouri, 64015 **until 4:00 pm CST, on May 26<sup>th</sup>, 2026, at which time bidding will be closed.** In accordance with the Missouri Sunshine Law, RSMo 610.021., proposals will be opened on said date and time and only the bidder name and base proposal price will be read aloud. All other documents will be checked for responsiveness after Bid opening.

The specific locations of the work to be done shall be contained in the special provisions section of the bid document. The Contractor shall bid on all work.

All equipment, materials, and workmanship must be in accordance with the Specifications and other Contract Documents.

Pursuant to 610.021 RSMo Item 12, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein to negotiate with any or all bidders or others for more favorable terms or prices and to award a contract to other than the bidder submitting the lowest cost bid proposal with or without negotiation and to determine which is the lowest, best, and most responsive to accept, at its option, any alternates and to approve the bond.

In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees, and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, officers, agents and employees, which are otherwise available under statute, or in law or equity.

All the provisions in this RFP, which becomes part of the Agreement, are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

# Request for Proposals

---

## I. INTRODUCTION

The City of Blue Springs, Missouri (hereafter referred to as “the City”) is seeking proposals from qualified Contractors to provide towing services for the City of Blue Springs including but not limited to: Light Duty Recovery, Medium Duty Recovery, Heavy Duty Recovery, Winching Service, Dollie/Flatbed Service, Accident Clean-Up, Service Calls (tire changes, jump starts, and unlocking services), and Storage and associated services. This is a yearly contract for three full years from the date of contract, with the option to renew for one or two additional one-year terms. The first one-year renewal allows for a 5% increase in pricing. The second one-year renewal allows for a 3.5% increase in pricing.

## II. SCOPE OF WORK

A. **Area of Coverage.** The entire City, as designated by its corporate boundaries and all contiguous roadways, streets, and alleys, and the area within the jurisdictional boundaries of any political subdivision for which the Blue Springs Police Department provides police services, shall be known as the Area of Coverage. Additionally, the Area of Coverage extends to circumstances where members of the Blue Springs Police Department might travel outside of the city limits for the purpose of performing job duties, such as locating and the towing of a vehicle used in a crime currently being investigated. Special provisions for City ordered tows outside the Area of Coverage are set out in the Pricing Schedule.

B. **Administration.** Any and all forms, records and reports required by this Contract shall be of a form and nature determined and/or required by the City and State

and will be maintained or provided in whatever manner dictated by the City and State. Such records as may be required shall be open to inspection by the City, without notice, at any time during normal business hours, normal business hours being defined at 8:00 a.m. to 5:00 p.m. Monday through Friday excluding recognized holidays.

The Towing Company shall keep all records at a central office within the city limits of Blue Springs, Missouri, and will maintain a current City Occupational License and comply with all City Code provisions and State laws applicable to the Towing Company and towing services in general. The City's administrative agent for overseeing the proper execution of this Contract shall be the Chief of Police or a designated representative.

The Towing Company agrees that it is an independent the Towing Company under the terms of the Contract, not covered by City insurance, tax exemption, nor is it an employee of the City.

### **C. Description of Services.**

1. To provide towing services for the City of Blue Springs including but not limited to: Light Duty Recovery, Medium Duty Recovery, Heavy Duty Recovery, Winching Service, Dollie/Flatbed Service, Accident Clean-Up, Service Calls (tire changes, jump starts, and unlocking services), and Storage and associated services.

#### **2. Police Ordered Tows.**

a. Vehicles, including but not limited to motor vehicles, trailers, all-terrain vehicles, boats or vessels, which are subject to removal from both public or private property, whether operational or not, ordered or required to be towed or impounded by the Police Department, for example: to clear the roadway, remove illegally parked vehicles, for private property removal, for post-accident removal, to protect property rights, to ensure safekeeping, and to protect evidence or for any other reason.

b. For purposed of this Contract, a Police Ordered Tow, which are all subject to the terms and Pricing Contract, shall be any tow called in to the Towing Company by Blue Springs Police personnel or someone else at the request of a representative of the City of Blue Springs. These include non-preference tows where the owner/operator does not request service from a named preferred to service and the Police or Police Dispatcher makes the call for service.

3. **City Tows.** Vehicles towed at the request of the City of City-owned and/or operates vehicles. This shall include vehicles being operated on City business.

4. **Service Calls.** These shall include jump-starts, tire changes, vehicle lockouts, etc. for Police Department and City-owned vehicles or vehicle being operated on City business.

5. **Specific Citizen Request Tows.** Vehicles towed where a specific tow company is requested by a citizen or business to provide the required service, even though the Police Department may be involved in placing the call for service. An example would be a citizen involved in a motor vehicle accident and is uninjured in and in sound mind. The citizen requests the Towing Company under contract to provide service. The pricing for that service would be negotiated on scene between the Towing Company and citizen prior to service. This Towing Contract Pricing Schedule shall not apply to these requests.

**D. Required Minimum Service.**

1. **Vehicle Requirements.** The Towing Company shall have a minimum of:
  - a. Four (4) trucks, 1 Ton or larger, with a minimum GVW of 19,500 pounds.

- b. One (1) truck, 5 Ton or larger, with a minimum GVW of 33,000 pounds.

Of the five (5) vehicles, three (3) shall be equipped with dolly equipment, winching equipment, lifts, or other accouterments as may be necessary for the safe, damage-free tow/recovery of vehicles. Each of these vehicles shall be equipped with emergency warning lighting in accordance with applicable federal, state, and city laws. These three (3) vehicles shall be available on call 24 hours per day, 7 days a week including holidays. The vehicles shall be in good mechanical condition, available for inspection by the City, and will be stationed within the City limits during normal business hours. The Towing Company will furnish the City with a list of trucks and their vehicle identification numbers (VINs) to be used by the Towing Company at the signing of the Contract and on an annual basis thereafter.

2. **Dispatching and Communications.** Radio dispatching/mobile communications shall be maintained by the Towing Company between the office and each tow vehicle. This Contract requirement may be met through use of pagers, cellular telephones or other two-way AM or FM radio equipment but not using CB or citizens band equipment. In addition, the Towing Company must maintain a 24-hour, 7 days a week including holidays, manned telephone at the office/dispatching center.

3. **Secure Storage Facility.** The Towing Company shall maintain a secure storage area ("Tow Lot"), within the corporate limits of the City, capable of containing a minimum of 60 full size sedan type vehicles. This requirement may be met by an enclosed building of at least 20,000 square feet excluding office or maintenance areas or an outside storage area of the same size requirements which shall be completely surrounded by security fencing at least six (6) feet in height and shall have security lighting adequate to illuminate the entire enclosed area. The gates must be secured with a lock.

## E. **Operating Requirements.**

1. **Response Times.** The Towing Company shall be required to arrive at any point within the Area of Coverage within thirty (30) minutes of notification by the City, except that for equipment required for tractor trailers, the required arrival time shall be one (1) hour.

2. **Secure Storage Lot.** The Towing Company shall provide for the release of vehicles unassisted by City personnel. The Tow Lot office shall be open 8:00 a.m. to 5:00 p.m. Monday through Friday as well as 8:00 a.m. to 12:00 p.m. on Saturdays. In addition, the Towing Company shall provide the capability to release vehicles on weekends, holidays, and at times other than normal business hours, by having personnel on call 24/7 through the central telephone number. An additional charge, as set forth in the Pricing Schedule, for such service involving a non-normal business hour release will be authorized. Access to the storage area by City or Police personnel will be on a 24 hour per day, 7 day a week including holidays, basis without charge to the City. Specific rules, forms and reporting requirements associated with the operation of the storage lot and the accounting for and release of vehicles stored there in accordance with this Contract shall be set forth by ordinance and state law and as further determined by the Chief of Police of the designated representative.

3. **Accident Scene Clean Up.** The Towing Company shall be responsible for the removal of debris and the application of oil dry on all liquid spills from the vehicle's operating systems (oil, fuel, radiator fluid, etc.), but not cargo, at accident sites and shall equip each tow vehicle with the necessary equipment for the task. The Company shall also be responsible for the preparation of any vehicle to be towed so that no "littering" and/or leakage shall occur from the towed vehicle before and during transport. A specific time limit shall not apply for clean-up activities, but the Towing Company shall

provide and supply all materials and equipment required to clean the scene from debris including, but not limited to, absorbing material, shovel, broom, etc. per the Towing Contract Contract/Pricing Schedule.

4. **Accident Scene Cooperation.** The Towing Company shall assure complete cooperation of all employees with the Police Department personnel to include following instructions by officers at the scene. Such orders as to destinations or special handling of impounded vehicles, which may be requested by officers at the scene, will be complied with unless a question of safety exists, in which case the Towing Company's employee shall make such safety matters known to the officer for consideration.

5. **Access to View Stored Vehicles.** Access to view stored vehicles shall be allowed during normal business hours free of charge to owners, insurance adjusters, law enforcement, or their representatives for the purpose of assessing damage to the vehicles. At other times, access shall be provided, but a charge equivalent to the release charge may be collected,

6. **Tow Bills to be Provided.** The Towing Company shall allow City personnel to review a copy of each tow bill for each Police Ordered Tow every 30 days or as otherwise requested for the purpose of investigating a citizen complaint of excessive charging of service by the Towing Company.

### III. PROPOSED TIMELINE

The following dates and times are subject to change:

RFP Schedule	Date and Time
Issue RFP	05-12-2026 10:00 AM
Pre-Bid Meeting	N/A

Deadline for questions	05/25/2026 4:00 PM
Proposals due	05/26/2026 4:00 PM
Evaluation	05/27-29/2026
Recommendation to Council	06/15/2026 6:00 PM
Notification of award	06/16/2026 TBD

#### **IV. QUALIFICATIONS OF RESPONDENTS**

Respondents to this request shall be able to demonstrate ability to comply with the following minimum requirements:

A. The contractor must be able to show performance of work and provide references on (3) three projects of similar size and scope during the past (5) five years (complete References Sheet).

B. The contractor shall meet the requirements of the State of Missouri's Towing laws to include a business license, CDL, etc.

C. The contractor must be able to demonstrate the capabilities and background of qualified personnel and firm profile.

#### **V. REQUIREMENTS FOR PROPOSAL SUBMITTAL**

Refer to Checklist for additional requirements and forms.

A. The proposal must include the names, addresses, telephone numbers, and current licenses and Certifications of the Contractor, as well as appropriate brochures and equipment submittals

B. All key personnel that will be assigned to the project, and their anticipated involvement in the project

C. Past contracts that relate to similar city or government design/construction of a similar size, scope, etc., and the name and telephone number of a contact person from that entity, who will be familiar enough with the past contract to give a reference (complete References Sheet).

D. An itemized cost schedule with any cost breakdown information

E. All pricing should include all rates as applicable with regard to the current Missouri Prevailing Wage Order. Federal wage rates are subject to modification.

## **VI. EVALUATION PROCEDURE / CRITERIA FOR SELECTING CONTRACTOR**

A. The selection of the best proposal will be based mainly but not entirely on the following criteria:

B. Qualifications and Direct Experience – Includes performance and references for similar size and scope of projects

C. Compliance with the requirements of this Request for Proposal

D. Proposed construction schedule

E. Proposed materials and equipment

F. Cost

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein to negotiate with any or all bidders or others for more favorable terms or prices and to award a contract to other than the bidder submitting the lowest

cost bid proposal with or without negotiation and to determine which is the lowest, best, and most responsive to accept, at its option, any alternates and to approve the bond.

## **VII. AUTHORIZATION TO BEGIN WORK**

The selected provider of these services will be given a notice of intent to contract within one week of proposals being received. Once the notice of intent is given, an agreement will be provided to the contractor for review and signatures. The selected contractor will then be required to sign the agreement and submit the following documents with the agreement:

✓A. Proof of Insurance with the City of Blue Springs named as additional insured with liability limits of \$2,000,000 per occurrence and \$2,000,000 in aggregate, \$1,000,000 automobile liability and worker compensation at the statutory limits for the State of Missouri

B. Signed and notarized affidavits

✓C. E-verification with the Department of Homeland Security MOU

✓D. W-9

✓E. DUNS number and proof of SAM.gov registration

94-080-0386

Once documents have been received, the agreement will be sent to City Council for approval. Once approved, staff and contractor will set a start date and follow the submitted detailed schedule.

It is anticipated from time of proposal submissions to contract approval, the contract should be approved within 60 days.

## **VIII. AMENDMENTS TO RFP**

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all Contractors who received the original RFP from the City of Blue Springs as well as posted on the City's website under bid postings. This does not relieve the submitting Contractor the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: [www.bluespringsgov.com/bids.aspx](http://www.bluespringsgov.com/bids.aspx). All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

# Checklist

---

## **PROPOSAL CHECKLIST TO INCLUDE WITH PACKET**

1. Proposal:
  - One (1) copy of original signed proposal
2. Form A – Proposal Pricing (Including Unit Prices Where Required)
3. Form B – Experience/References
4. Form C – Disclosures
5. Form D – Proposal Validity and Commitment to Sign Contract

# FORM A: Proposal Pricing

Company Name: Fleming Auto Center Inc. dba  
Jackson County Tow Service  
**PRICING SCHEDULE**

	<b>Light Duty ( &lt; 10,000 lbs)</b>	<b>Medium Duty ( 10,001 to 24,000 lbs)</b>	<b>Heavy Duty ( &gt; 24,001 lbs)</b>
<b>POLICE ORDERED HOOK UP</b>	\$ 95.00	\$ 125.00	\$ 250.00
<b>SPECIFIC CITIZEN REQUEST HOOK UP</b>	\$ 200.00	\$ 250.00	\$ 350.00
<b>LOADED MILES</b> No mileage charge shall be allowed for normal tows within the Area of Coverage. A mileage charge may be assessed for tows that are transported from the Area of Coverage to a destination outside the Area of Coverage. If this occurs the customer will be charged mileage from the end of the Area of Coverage to the final delivery destination. The total mileage will not be calculated from pick up to final delivery destination.	\$  4.50	\$  5.50	\$  6.00
<b>LOADED MILES</b> (OUTSIDE CITY LIMITS)	\$ 4.50	\$ 5.50	\$ 6.00
<b>DOLLY/FLATBED FEE</b>	\$ ↓	\$ ↓	\$ ↓

<p>"Dolly Service" is defined as a Dolly that elevates the front (or back) wheels of the vehicle being towed so that it can be towed by a drag-style tow truck. Dolly or Flatbed service only will apply, and a charge be made. Flatbed service fee will be charged where all four (4) wheels must be off the pavement for the vehicle to be towed or one or more of the non-drive tires is flat or the service is necessary to allow for a safe tow.</p>	<p>50.00</p>	<p>75.00 Flat/ driveline axle</p>	<p>100.00 drive- line axle</p>
<p><b>WINCHING</b> Operations requiring the use of a towing winch or boom which pulls vehicles onto either the towing platform, if it is a platform tow truck, or up into the towing sling if it is a drag-style tow truck. The charge us for additional winching necessary to move a vehicle to be towed into towing position because the vehicle to be towed would otherwise be inaccessible after the first 15 minutes of winching.</p>	<p>\$ 75.00</p>	<p>\$ 125.00</p>	<p>\$ 250.00</p>
<p><b>OUTDOOR STORAGE</b> Outdoor storage of vehicles described above shall result in a storage charge. Daily storage charges shall be based on each calendar day or any portion thereof. Storage charges shall immediately apply to any vehicle towed to the Tow Company's lot.</p>	<p>\$ 45.00</p>	<p>\$ 65.00</p>	<p>\$ 85.00</p>

<p><b>INDOOR STORAGE</b></p> <p>Indoor storage of vehicles described above shall result in a storage charge. Daily storage charges shall be based on each calendar day or any portion thereof. Storage charges shall immediately apply to any vehicle towed to the Tow Company's lot.</p>	\$	\$	\$
<p><b>TARP/CRASH WRAP</b></p> <p>An additional charge for the covering of a vehicle with tarps/crash wrap to prevent decontamination of the interior.</p>	\$	\$	\$
<p><b>WAIT TIME</b></p> <p>AFTER 30 MIN - Waiting time charges will be allowed if required by the Police Department and only if after arrival at the location a stand-by of more than 30 minutes before starting to procedure occurs.</p>	\$	\$	\$
<p><b>RELEASE AFTER HOURS</b></p> <p>No charges will be assessed for releasing vehicles during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m. and Saturday 8:00 a.m. to 12:00 p.m.). If outside the above listed days/times, then a release charge may be applied for releasing vehicles outside normal business hours.</p>	\$	\$	\$
<p><b>GONE ON ARRIVAL</b></p>	\$ ↓	\$ ↓	\$ ↓

<p>This charge only applies on "Police Ordered" tows, and upon the arrival of the Tow Company the vehicle is gone or has been cancelled at that time.</p>	N/C	N/C	N/C
<p><b>TIRE STORAGE</b> CITY VEHICLES - Twelve (12) city vehicle tires must be stored on the tow lot(s) property for immediate access.</p>	\$ N/C	\$ N/C	\$ N/C
<p><b>SERVICE CALLS</b> CITY VEHICLES - Jump starts, tire changes, vehicle lockouts, etc.</p>	\$ 40.00	\$ 40.00	\$ 40.00
<p><b>RE-DELIVERY</b> This is specifically a police-initiated directive. This would be a charge when directed to move a vehicle more than once. An example of this would be moving a vehicle to the police department's evidence lot so detectives can later get a search warrant. After the search warrant, the police would likely direct a secondary tow to the Tow Company's lot.</p>	\$ 95.00	\$ 125.00	\$ 250.00
<p><b>CITY MAINTENANCE VEHICLES</b> This charge applies to the City of Blue Springs maintenance vehicles not associated with the Police Department, including but not limited to Codes Administration, Parks &amp; Recreation, and Public Works.</p>	\$ 95.00	\$ 125.00	\$ 250.00

# FORM B: Experience/References

---

To be eligible to respond to this RFP, the proposing Contractor must have successfully completed services similar to those specified in the Scope of Services section of this RFP to at least one (1) customer with a project similar in size and complexity.

Please provide a **minimum** of two references.

## Reference 1:

Information	Detail
Company or Municipality	City of Blue Springs mo / BSPD
Address	
Contact	
Phone Number and Email	
Project, Amount, and Date of Completion	Currently ongoing

Reference 2:

Information	Detail
Company or Municipality	Autura City of Kansas City MO / KCPD
Address	
Contact	Chris Bee
Phone Number and Email	215 651 8904      cbee@autura.com
Project, Amount, and Date of Completion	currently on-going

Reference 3.

Information	Detail
Company or Municipality	Missouri State Hwy Patrol
Address	
Contact	Andy Foss Badge # 820
Phone Number and Email	816 830 5705
Project, Amount, and Date of Completion	Currently on-going

## FORM C: Disclosures

---

The Contractor submitting this RFP shall review the following questions with regard to the past five years. If any question is answered in the affirmative, the Contractor shall submit an attachment providing details concerning the matter in question including applicable dates, locations, names of projects/project owners, and circumstances.

1. *No* Has the Contractor been debarred, suspended, or otherwise prohibited from doing business with any federal, state, or local government agency or private enterprise?
2. *No* Has the Contractor been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state, or local government agency or private enterprise?
3. *No* Has the Contractor defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?
4. *No* Has the Contractor been assessed or required to pay liquidated damages in connection with work performed on any project?
5. *No* Has the Contractor had any business or professional license, registration, certificate, or certification suspended or revoked?
6. *No* Have any liens been filed against the Contractor as a result of its failure to pay Subcontractors, suppliers, or workers?
7. *No* Has the Contractor been denied bonding or insurance coverage or been discontinued by a surety or insurance company?

*No* 8. Has the Contractor been found in violation of any laws, including, but not limited to, contracting or antitrust laws, tax, or licensing laws, labor or employment laws, environmental, health, or safety laws?

*No* 9. Has the Contractor or its owners, officers, directors, or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Contractor's business?

*No* 10. Has the Contractor been the subject to any bankruptcy proceeding?

*No* 11. Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Contractor?

*No* 12. Complaints, Charges, Investigations: Is the Contractor currently or has the Contractor been the subject of any complaint, investigation, or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?

# FORM D: Proposal Validity and Commitment to Sign Contract

Contractor Name: Fleming Auto Center Inc. dba Jackson County Tow Service

Contractor Owner: Robert & Melissa Jenkins

Years in Business: 17 (Jaco) 30 (Fleming)

Contractor Address: 613 SE Industrial Dr.

Blue Springs Mo 64014

Contractor Phone Number: 816 228 2328

Contractor Email: dispatch@jacotow.com

Management person who is responsible for direct contact with the City of Blue Springs,  
if different than above contact:

Name: Melissa Jenkins

Title: VP, Sec / Treas.

Phone Number: 816 228 2328 cell 816 277 6654

Email Address: ar@jacotow.com

or

Robert Jenkins - President

cell 816 885 4412

robert\_jacotow@yahoo.com

I (authorized agent) Melissa Jenkins having authority to act on behalf  
of (Company name) Fleming Auto center Inc. dba  
Jackson County Tow Service do hereby  
acknowledge and agree to be bound by all terms, costs, and conditions of this proposal  
for a period of 90 days from the date of submission and commit to sign the Contract.

Melissa Jenkins

Signature of Authorized Representative

04/17/26

Date

Print Officer's Name: Melissa Jenkins

# Contract

---

**ATTACH APPROVED CITY CONTRACT TEMPLATE**



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** June 3, 2026

**ITEM TYPE:** Resolution

**SUBMITTED BY:** Amy Willyard

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** Human Resources

**STRATEGIC PLAN PRIORITY:** Organizational Health

### ITEM DESCRIPTION

---

Adopt a Resolution accepting the proposal for and authorizing the payment for the City's annual property, liability, and workers' compensation insurance for the plan year that begins July 1, 2026.

### BACKGROUND

---

The City has been working with CBIZ, Inc. as a broker for all city insurance options: health, dental, vision, life, property, casualty, liability, and workers' compensation. This resolution accepts the renewal proposal, including rates, and authorizes payment for property, liability, and workers compensation insurance.

Total spend increased by 9.19%. This is a positive result, given market conditions as well as in consideration of higher exposures in most areas of the program.

**Property Coverage:** Building values increased by 1%; CBIZ was able to obtain a 5% rate

decrease based on market conditions. Property has no major changes to deductibles or terms.

**General Liability:** Increase due to a 108% 5-year loss ratio. This means that for every dollar paid by the City, Travelers spent \$1.08 on claims. Travelers premium overall has increased \$342,580 from last year (21%).

**Workers Compensation:** The loss experience MOD factor has decreased from 1.63 to 1.49 resulting in a favorable impact on pricing. The City has been trending better from a claim's perspective over the past few years with strong efforts being made to drive down claims. Pricing decreased \$115,209.

**Travelers:** Rate was primarily focused on the General Liability, Law Enforcement Liability and Employment Practices Liability lines of coverage. Rates are partially linked to a loss experience but are also heavily influenced by market trends such as:

- Employment Practices premiums are impacted by the litigious environment in Missouri, social inflation and nuclear verdicts. Social inflation is driven by evolving public sentiment, juries who sympathize with the employee (vs. the employer) and a general shift in attitudes in the legal landscape. This has been a factor in causing larger jury verdicts and higher settlements that have resulted in more plaintiff-friendly outcomes.
- Deductible Changes: Employment Practices Liability \$50,000, Law Enforcement Liability \$50,000.

## FINANCIAL IMPACT

---

INFORMATION	DETAIL
-------------	--------

Contractor:	Travelers Property Casualty Co of America and Missouri Employers Mutual Insurance
Amount of Request/ Contract:	\$2,818,615
Amount Budgeted:	FY 2025-26 - \$2,611,236 FY 2026-27 - \$2,818,615
Budget Year:	FY 2025-26 & FY 2026-27
Funding Source/Account #:	Various departments
Account Balance:	\$389,350.37 Date: 6/10/2026

### PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 1, 2026
Estimated End Date	June 30, 2026
Years and Months Contract in effect	1 year
Number of times renewable	n/a

### STAFF RECOMMENDATION

Staff recommends approval.

### OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

### LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution accepting proposal and authorizing payment with proposal attached as Exhibit A

**REVIEWED BY**

---

**Requesting Director: Amy Willyard**

**Legal: James Newell**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**

**A RESOLUTION APPROVING THE PROPOSAL AND AUTHORIZING PAYMENT FOR  
PROPERTY, LIABILITY AND WORKERS COMPENSATION INSURANCE FOR THE PLAN  
YEAR THAT BEGINS JULY 1, 2026.**

WHEREAS, due to increasing costs for insurance coverage, the City of Blue Springs researched options and costs in the marketplace through a contract with CBIZ Inc.; and

WHEREAS, the City of Blue Springs will be utilizing a national insurance provider for property and liability insurance and Missouri Employers Mutual Insurance Co. for workers' compensation insurance beginning July 1, 2026; and

WHEREAS, staff recommends payment of \$361,052 for property insurance, \$55,368 for Inland Marine, 1,428 for Crime, \$352,052 for general liability insurance , \$317,462 for law enforcement, 56,095 for public entity, \$97,382 for employment practices, \$541,937 for automobile insurance , \$155,512 for umbrella coverage and \$886,249 for workers' compensation and \$14,078 for other liability insurance for the plan year July 1, 2026 through June 30, 2027, for a not to exceed of \$2,818,615.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to accept the Insurance Proposal and bind coverage with the selected Insurance Vendor and Missouri Employers Mutual Insurance Co. for the insurance plan that begins July 1, 2026. A copy of the Insurance Proposal is attached hereto as Exhibit A.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar

nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15<sup>th</sup> day of June 2026.

CITY OF BLUE SPRINGS

---

Chris Lievsay, Mayor

ATTEST:

---

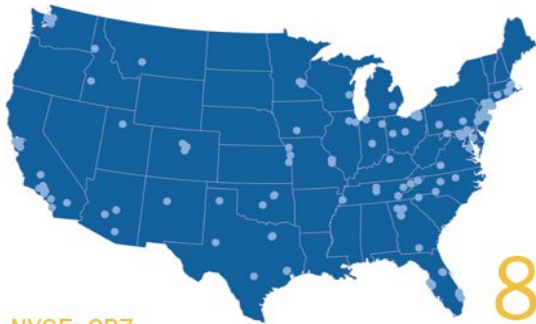
Erin Ford, City Clerk

BUSINESS INSURANCE PROPOSAL FOR:

# City of Blue Springs, MO

903 West Main Street  
Blue Springs, MO 64015

# CBIZ Your Team.



NYSE: CBZ

120+

offices

6,500+

team  
members

82,000+

clients



84  
Workplace  
Awards

in 2022

## Local. Trusted. Nationwide.

Top  
15

Largest Accounting  
Provider Nationally<sup>1</sup>

Top  
30

Largest Broker  
of U.S. Business<sup>2</sup>

Top  
4

Institutional  
Consulting Team<sup>3</sup>

FINANCIAL &  
ACCOUNTING

CLIENT

BENEFITS &  
INSURANCE

### Financial & Accounting

- Accounting & Tax
- Government Health Care Consulting
- Financial Advisory
- Valuation
- Litigation Support
- Risk & Advisory Services
- Tenant Advisory Services

### Benefits & Insurance

- Benefits Consulting
- Payroll Services
- Human Capital Management
- Property & Casualty
- Retirement & Investment Solutions
- Talent & Compensation Solutions
- Individual Life Insurance



## Commitment to Community

including

11 Million+  
Lbs. of Food  
Donated

since 2009



Connect with us!

[cbiz.com](http://cbiz.com) | 1-800-ASK-CBIZ

<sup>1</sup>Accounting Today - March 2023 <sup>2</sup>Business Insurance magazine - July 2022 <sup>3</sup>Baron's Top Institutional Consultants - 2022. Rankings and recognition by unaffiliated third parties may not be representative of a CBIZ Investment Advisory Services' client experience and should not be construed as a guarantee of a certain level of results. Neither CBIZ IAS nor its advisors pays a fee to the third party in exchange for the rating.

© Copyright 2023. CBIZ, Inc. NYSE Listed: CBZ. All rights reserved. • Rev. March 2023



# CBIZ SERVICE TEAM

INDIVIDUAL / TITLE	FUNCTIONAL POSITION
<p>Lee Nestel President National Public Entity Practice Leader 908.738.2010 <a href="mailto:lnestel@CBIZ.com">lnestel@CBIZ.com</a></p>	<p>Industry Practice Leader</p>
<p>Kris Althouse, CIC, ARM Senior Director of Client Service &amp; Operations 561.900.9135 <a href="mailto:Kris.althouse@CBIZ.com">Kris.althouse@CBIZ.com</a></p>	<p>The senior person responsible for coordinating and implementing the activities of the various specialists who will provide for your service teams. Responsible for overseeing all services to our clients and the quality of our work.</p>
<p>Rachel Burton Senior Account Manager 816-945-5544 <a href="mailto:Rachel.burton@CBIZ.com">Rachel.burton@CBIZ.com</a></p>	<p>Your primary contact and responsible for coordinating carrier relationships, marketing, technical services, and all client related insurance placement services.</p>
<p>Adam Davis Associate Account Manager 816.841.4003 <a href="mailto:Adam.davis@CBIZ.com">Adam.davis@CBIZ.com</a></p>	<p>Assists the Account Management team with the service delivery and processing.</p>
<p>Amanda Miller Senior Claims Specialist 816.945.5255 <a href="mailto:agmiller@cbiz.com">agmiller@cbiz.com</a></p>	<p>Responsible for the reporting of claims to carriers. Involved in the initial submission of claims and follow-up with insurance company claims personnel.</p>
<p>Tom Sorrentino Senior Claims &amp; Risk Management Specialist 913.708.5348 <a href="mailto:Tom.sorrentino@cbiz.com">Tom.sorrentino@cbiz.com</a></p>	<p>Coordinates carrier and in-house loss control services.</p>

This is a summary of your insurance coverages. It is designed for your convenience. It does not alter or extend coverage in any way. Please consult your insurance contract for specific policy terms, conditions, or exclusions.

# PREMIUM SUMMARY

Coverage	2025/2026 Annualized Premium	2026/2027 Estimated Premium
Property, including Equipment Breakdown Chubb Insurance	\$376,363	\$361,052 <i>1% increase in values 5% rate decrease</i>
Inland Marine Chubb Insurance	\$39,664	\$55,368 <i>13% Increase in values</i>
Crime 7/1/2025 - 2028 Travelers Insurance	\$1,428 annually	\$1,428 annually
General Liability Travelers Insurance	\$284,282	\$352,052 <i>108% 5-year loss ratio</i>
Law Enforcement Liability Travelers Insurance	\$207,213 <i>FT Officer Count 89</i>	\$317,462 <i>FT Officer Count 98</i>
Public Entity Management Liability Travelers Insurance	\$43,194	\$56,095 <i>10% increase in # of empl</i>
Employment Practices Liability Travelers Insurance	\$100,443	\$97,382
Automobile Travelers Insurance	\$419,272 <i>198 Autos/27 Trailers</i>	\$541,937 <i>211 Autos/40 Trailers</i>
Umbrella Travelers Insurance	\$121,363	\$155,512
Workers Compensation Missouri Employers Mutual Insurance	\$1,001,450	\$866,249 <i>8% Payroll Increase 14% E-Mod Decrease</i>
Cyber Liability	\$16,564 <i>Houston Casualty</i>	\$14,078 <i>Travelers Insurance</i>
<b>Total Premium</b>	<b>\$2,611,236</b>	<b>\$2,818,615</b>

## Contingencies/Subjectivities:

### Property

- Signed Statement of Values

### Workers Compensation - MEM

- Req. Pay Plan
- Accounting contact name, phone and email address
- ***A total employee by location count***

### General Liability - Travelers

- Updated Drone Registration Certificates showing The City of Blue Springs as the owner
- Updated Abuse & Molestation App showing the updates made to controls Completed and Signed

### Cyber – Travelers

- Completed Travelers Application Completed and Signed
- Completed MFA Attestation Completed and Signed

# MARKETING SUMMARY

Carrier	Line of Business	Indication
Travelers	Cyber Liability	\$14,078
THMCC (Incumbent Carrier)	Cyber Liability	\$19,788
Cowbell	Cyber Liability	\$24,609
Coalition	Cyber Liability	\$14,095
CFC	Cyber Liability	\$18,720
Converge	Cyber Liability	Declined
Elpha Secure	Cyber Liability	\$24,700
Westchester	Cyber Liability	Declined
At-Bay	Cyber Liability	Declined
Corvus	Cyber Liability	\$27,537
Travelers	Workers Compensation	\$885,733

### FIRST NAMED INSURED

Named Insured & FEIN	Property	General Liability	Auto	Workers Compensation	Umbrella	Inland Marine	Crime	Cyber
City of Blue Springs, MO 480698393	X	X	X	X	X	X	X	X

# PROPERTY

Company: Federal Insurance Company  
 A.M. Best Rating: A++; XV  
 Policy Period: July 1, 2026 – July 1, 2027

**Location:** See SOV for the Details

Coverage	2025/2026 Limits	2026/2027 Limits	Deductible
Building	\$219,818,103	\$221,705,988	\$50,000 AOP \$100,000 Water Damage
Demolition Costs	\$681,500	\$681,500	\$50,000
Business Personal Property	\$13,276,430	\$13,276,430	\$50,000
EDP Property	\$2,419,770	\$2,419,770	\$50,000
Other Property	\$21,955,117	\$21,955,117	\$50,000
Business Income/Extra Expense	\$1,000,000	\$1,000,000	72 Hours
Earthquake	\$5,000,000	\$5,000,000	\$100,000 72 Hours
Flood	Policy Annual Aggregate \$5,000,000	Policy Annual Aggregate \$5,000,000	\$100,000/\$500,000 72 Hours

## Valuation:

Subject of Insurance	Valuation	Coinsurance
Building	Replacement Cost	None, Agreed Value
Business Personal Property	Replacement Cost	None, Agreed Value
Demolition Costs	Actual Cash Value	None, Agreed Value

## Perils Insured:

- Direct physical loss subject to policy exclusions
- Equipment Breakdown included
- Water Deductible or Waiting Period: \$100,000; 72 Hours
- Windstorm or Hail Deductible or Waiting Period:
  - Property Damage Percentage Deductible: 1%
  - Property Damage Minimum Dollar Deductible: \$100,000
  - Waiting Period: 72 Hours

# PROPERTY (CONTINUED)

## Policy Extensions:

- Premises Coverages - Blanket Limits
  - Building, Personal Property, EDP Property on Premises \$100,000,000
  - Business Income with Extra Expense \$1,000,000
  - Business Income - Loss of Utilities \$100,000
  - Pollutant Clean-Up or Removal \$100,000
- Ordinance or Law or Green Standards \$500,000
- Automatic Increase in Limits
  - Building 4%
  - Business Income with Extra Expense 4%
- Covered Premises \$250,000 Blanket Limit
  - Accounts Receivable
  - Electronic Data Processing Property
  - Fine Arts
  - Leasehold Interest - Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest
  - Leasehold Interest - Undamaged Tenant's Improvements & Betterments
  - Non-Owned Detached Trailers
  - Outdoor Trees, Shrubs, Plants or Lawns
  - Pair and Set
  - Personal Property of Employees
  - Public Safety Service Charges
  - Research and Development Property
  - Valuable Papers
- Any Other Location
  - Accounts Receivable \$50,000
  - Building Components \$50,000
  - Electronic Data Processing Property \$50,000
  - Fine Arts \$50,000
  - Personal Property \$50,000
  - Research and Development Property \$50,000
  - Valuable Papers \$50,000
- Debris Removal 25% of direct damage loss, plus
  - Premises Shown in the Declarations \$100,000
  - Any Other Location \$25,000
  - In Transit \$25,000
- Deferred Payments \$25,000
- Exhibition, Fair or Trade Show
  - Electronic Data Processing Property \$50,000
  - Fine Arts \$50,000
  - Personal Property \$50,000
- Extra Expense \$100,000
- Fungus Clean-Up or Removal \$25,000
- Installation
  - Any Job Sit \$25,000
  - In Transit \$25,000

# PROPERTY (CONTINUED)

- In Transit
  - Accounts Receivable \$25,000
  - Building Components \$25,000
  - Electronic Data Processing Property \$50,000
  - Fine Arts \$25,000
  - Personal Property \$25,000
  - Valuable Papers \$25,000
- Loss of Master Key \$15,000
- Loss Prevention Expenses \$15,000
- Mobile Communication Property \$15,000
  - Minimum Deductible \$3,500
- Money and Securities
  - On Premises \$15,000
  - Off Premises \$15,000
- Pollutant Clean-Up or Removal \$25,000
- Processing Water \$10,000
- Preparation of Loss Fees \$10,000
- Newly Acquired Premises Or Newly Acquired Or Constructed Property
  - Building \$2,500,000
  - Personal Property \$1,000,000
  - Personal Property at Existing Premises \$100,000
  - Electronic Data Processing Equipment \$1,000,000
  - Electronic Data \$50,000
  - Communication Property \$50,000
  - Fine Arts \$25,000
- Business Income Coverages:
  - Any Other Location \$25,000
  - Contractual Penalties \$10,000
  - Loss of Utilities (excludes Overhead Trans. Lines) \$ 15,000
  - Exhibition, Fair or Trade Show \$10,000
  - Ingress & Egress \$25,000
  - Newly Acquired Premises – Business Income \$100,000 for 180 days
  - Pollutant Clean-Up or Removal \$ 10,000
  - Preparation of Loss Fees \$ 10,000
  - Worldwide Dependent Business Premises \$100,000
- Ocean Cargo Coverage \$50,000
- Ammonia Contamination Property Damage/Business Income Or Rental Income Limit:  
\$250,000 Blanket; Deductible \$50,000
- Dams, Dikes Or Retaining Walls Specific Limit
  - Limit \$302,500
  - Deductible \$50,000

# GENERAL LIABILITY

Company: The Charter Oak Fire Insurance Company  
 A.M. Best Rating: A++; XV  
 Policy Period: July 1, 2026 – July 1, 2027  
 Coverage Form: Occurrence

## Limits of Liability:

Coverage	Limits
General Aggregate (Other than products/completed operations)	\$4,000,000
Products & Completed Operations Aggregate	\$4,000,000
Each Occurrence – Bodily Injury & Property Damage	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Damage to Premises Rented to You – Any One Premises	\$500,000
Medical Expenses - Any One Person	Excluded
Deductible (per occurrence)	\$10,000
Sewage Back-Up Limit	\$1,000,000
Failure To Supply Limit	\$1,000,000
Abuse or Molestation– Each Abuse & Aggregate	\$1,000,000/\$1,000,000

## Policy Extensions:

- Unmanned Aircraft Exclusion - With Exceptions For Designated Aircraft And Certain Advertising Injury
- Limited Abuse Or Molestation Liability Coverage
- Users Of Golf mobiles
- Preservation of Governmental Immunity included
- Employee Benefits Liability
  - Each Employee Limit: \$2,000,000
  - Aggregate Limit: \$6,000,000
  - Deductible: \$1,000
  - Retroactive Date: 12/31/1984

## Standard Exclusions:

- Professional liability, pollution, care, custody and control, workers’ compensation, automobile, war, nuclear, criminal acts, asbestos, mold, employment practices liability, fungus, lead, bacteria, subsidence, EIFS, and silica.

# LAW ENFORCEMENT LIABILITY

Company: The Charter Oak Fire Insurance Company  
 A.M. Best Rating: A++; XV  
 Policy Period: July 1, 2026 – July 1, 2027  
 Coverage Form: Occurrence

## Limits of Liability:

Coverage	Limits
Each Wrongful Act Limit	\$2,000,000
Aggregate Limit	\$2,000,000
Deductible	\$50,000

## Policy Conditions:

- Unmanned Aircraft Exclusion-With Exception for Designated Aircraft

## Rating Basis:

2025/2026	2026/2027
Full Time Officers – 89 Dispatchers – 13 Police Dogs – 1 Full-time Jailers – 8 Court Security Officers – 0.5 Animal Control – 5 Other – 16  Total – 132.5	Full Time Officers – 98 Dispatchers – 15 Police Dogs – 0 Full-time Jailers – 12 Court Security Officers – 0.5 Animal Control – 8 Other – 16  Total – 149.5

# PUBLIC ENTITY LIABILITY

Company: The Charter Oak Fire Insurance Company  
 A.M. Best Rating: A++; XV  
 Policy Period: July 1, 2026 – July 1, 2027  
 Coverage Form: Claims Made

## Management Liability:

Coverage	Limits
Each Wrongful Act Limit	\$2,000,000
Aggregate Limit	\$2,000,000
Retroactive Date	12/31/1984
Deductible	\$5,000

## Employment Practices Liability:

Coverage	Limits
Each Wrongful Act Limit	\$2,000,000
Aggregate Limit	\$1,000,000
Retroactive Date	12/31/1984
Deductible	\$50,000

## EPL Rating Basis:

2025/2026	2026/2027
Full Time Employees - 273 Part Time Employees - 219	Full Time Employees - 279 Part Time Employees - 248

---

## PUBLIC ENTITY LIABILITY (CONTINUED)

---

### Policy Conditions:

- Management Liability:
  - Defense Expenses Reimbursement For Injunctive Relief Suits
  - Defense Expenses Reimbursement Limit - Aggregate: \$25,000
  - Defense Expenses Reimbursement Limit - Each Wrongful Act: \$25,000
  - Injunctive Relief Each Wrongful Act Participation Amount: 10%
  - Limited Special Expenses Coverage - Key Employees
  - Limited Special Expenses Aggregate Limit - Key Employees: \$50,000
  - Limited Special Expenses Participation Percentage - Key Employees: 10%
- Employment Practices Liability:
  - Workplace Violence Expenses Coverage
  - Workplace Violence Expenses Limit: \$250,000
  - Non-Employment Related Sexual Harassment Endorsement

### Claims Made Notice:

*Except to such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein.*

# COMMERCIAL AUTO

Company: The Travelers Indemnity Co Of America  
 A.M. Best Rating: A++; XV  
 Policy Period: July 1, 2026 – July 1, 2027

Coverage	Symbol	Limits
Bodily Injury & Property Damage - Combined Single Limit	1	\$2,000,000
Medical Payments – Each Person	2	\$5,000
Uninsured Motorist – Limit Per Accident	2	\$1,000,000
Underinsured Motorist – Limit Per Accident	2	\$1,000,000
Physical Damage - Comprehensive	2, 8	\$5,000/\$2,500
Physical Damage – Collision	2, 8	\$5,000/\$2,500

### Rating Basis:

- Number of autos, excluding trailers: 211
- Number of trailers: 40

Coverage	2025-2026 Composite Rate	2026-2027 Composite Rate
Liability	\$1,601	\$2,072
Comprehensive	0.430	0.347
Collision	0.519	0.416

### Policy Extensions:

- Auto Liability Deductible: \$10,000
- Hired Auto Physical Damage-Loss Of Use-Comprehensive/Collision-Deductible: \$1,000/\$1,000
- Public Entity Auto Extension
- Preservation Of Governmental Immunity - Missouri

# COMMERCIAL AUTO (CONTINUED)

Description Of Covered Auto Designation Symbols		
1	Any Auto	
2	Owned Autos Only	Only those autos you own (for Covered Autos Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (for Covered Autos Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject to No-fault	Only those autos you own are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject to a Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (for Covered Autos Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

## Standard Exclusions:

- Expected or intended injury, contractual, workers' compensation, employers liability, fellow employee, care, custody and control, handling of property, movement of property by a mechanical device, completed operations, pollution, war, racing and nuclear.

# INLAND MARINE

Company: Federal Insurance Company  
 A.M. Best Rating: A++; XV  
 Policy Period: July 1, 2026 – July 1, 2027

Coverage	Limit	Deductible
<b>Contractors' Equipment</b>		
Limits of Insurance	\$2,531,971 Per Item: \$149,952	\$2,500
Flood	\$1,000,000	\$25,000
Earthquake	\$1,000,000	\$25,000
<b>Miscellaneous Articles</b>		
Traffic Lights, Control Boxes, Streetlights	\$1,000,000	\$2,500
Storm Sirens	\$209,000	\$2,500
Art per occurrence	\$720,500	\$2,500
Golf Carts per occurrence	\$371,600	\$2,500
Other Misc. Property per occurrence	\$789,942	\$2,500
Traffic Lights, Control Boxes, Streetlights any one item	\$50,000	\$2,500
Storm Sirens any one item	\$11,000	\$2,500
Art any one item	\$275,000	\$2,500
Golf Carts any one item	\$10,500	\$2,500
Other Misc. Property any one item	\$55,221	\$2,500
Flood	\$1,000,000	\$25,000
Earthquake	\$1,000,000	\$25,000

## Valuation:

Subject of Insurance	Valuation	Coinsurance
Contractors' Equipment	Actual Cash Value	N/A
Miscellaneous Articles	Actual Cash Value	N/A

---

## INLAND MARINE (CONTINUED)

---

### Perils Insured:

- Direct physical loss subject to policy exclusions

### Policy Extension:

- Boom & Jib \$100,000 Sublimit
- Debris Removal: \$150,000
- Fire Protective Equipment \$10,000
- Inventory or Appraisals \$25,000
- Pollutant Clean Up or Removal \$50,000
- Fire Department Service Charges \$25,000
- Wind/Hail Limit Included; \$100,000 Deductible

# WORKERS COMPENSATION

Company: Missouri Employers Mutual Insurance Co

A.M. Best Rating: A-; IX

Policy Period: July 1, 2026 – July 1, 2027

**Coverage A:** Workers' Compensation – statutory limits apply MO

**Coverage B:** Employers Liability:

Coverage	Limits
Bodily Injury – Each Accident	\$1,000,000
Bodily Injury by Disease – Policy Limit	\$1,000,000
Bodily Injury by Disease – Each Employee	\$1,000,000

**Coverage C:** Other states insurance applies to the states if any listed: If Any

## Scheduled States:

MO

## Experience Modification

2026 - 1.49

2025 - 1.63

2024 - 2.23

2023 - 2.12

2022 - 1.88

## Premium Audit

This policy will be audited at end of the term. The final premium will be based on your actual exposure subject to the policy minimum premium.

Payments to subcontractors will be included in your audited payroll unless you obtain a valid certificate of insurance from the subcontractor indicating they have workers' compensation insurance. If the subcontractor is a sole proprietor or LLC (limited liability company), the certificate must state that the owners are covered by the workers' compensation to be excluded from the audit.

# WORKERS COMPENSATION (CONTINUED)

## Rating Basis:

State	Class Code	Description	2025/2026 Payroll	2025/2026 Rates	2026/2027 Payroll	2026/2027 Rates
MO	5506	Street Or Road Construction Paving Or Repaving	\$930,197	\$7.55	\$1,011,456	\$5.983
MO	7520	Waterworks Operation & Drivers	\$517,493	\$4.10	\$540,860	\$3.006
MO	7580	Sewage Disposal Plant Operation & Drivers	\$596,830	\$3.85	\$704,695	\$3.075
MO	7720	Police Officers & Drivers	\$8,802,384	\$5.79	\$9,566,321	\$4.415
MO	8391	Automobile Repair Shop & Parts Department Employees	\$272,297	\$3.80	\$288,792	\$2.670
MO	8601	Architectural or Engineering Firm	\$98,849	\$0.36	\$97,645	\$0.275
MO	8742	Salespersons Or Collectors-Outside	\$71,073	\$0.40	\$73,823	\$0.331
MO	8810	Clerical Office Employees NOC.	\$5,355,500	\$0.20	\$5,562,561	\$0.181
MO	8831	Hospital-Veterinary & Drivers	If Any	\$1.87	If Any	\$1.590
MO	8869	Child Care Center-All Employees Including Clerk	\$193,942	\$1.56	\$251,957	\$1.138
MO	9061	Club-NOC & Clerical	\$192,612	\$1.98	\$207,114	\$1.442
MO	9063	YMCA, YWCA, YMHA, Or YWHA, Institution-All Employees	\$1,586,669	\$1.24	\$1,923,561	\$0.933
MO	9082	Restaurant NOC	\$13,553	\$1.98	\$16,589	\$1.445
MO	9102	Park NOC - All Employees & Drivers	\$1,428,753	\$3.68	\$1,532,855	\$2.710
MO	9402	Street Cleaning & Drivers	If Any	\$6.70	If Any	\$4.757
MO	9410	Municipal, Township, County, Or State Employee	\$1,082,529	\$5.21	\$1,109,477	\$3.800
<b>Total Payroll</b>			<b>\$21,142,681</b>		<b>\$22,887,706</b>	

# UMBRELLA LIABILITY

Company: Travelers Property Casualty Company Of America  
 A.M. Best Rating: A++; XV  
 Policy Period: July 1, 2026 – July 1, 2027  
 Coverage Form: Occurrence

Coverage	Limits
General Aggregate	\$3,000,000
Each Occurrence	\$3,000,000
Self-Insured Retention	\$10,000

Underlying Policies & Limits:	
<b>General Liability</b>	
Carrier	The Charter Oak Fire Insurance Company
Each Occurrence	\$2,000,000
General Aggregate Limit	\$4,000,000
Products & Completed Operations Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
<b>Automobile</b>	
Carrier	The Travelers Indemnity Co Of America
Combined Single Limit	\$2,000,000
<b>Law Enforcement Liability</b>	
Carrier	The Charter Oak Fire Insurance Company
Each Wrongful	\$2,000,000
Aggregate	\$2,000,000
<b>Public Entity Management Liability</b>	
Carrier	The Charter Oak Fire Insurance Company
Each Wrongful	\$2,000,000
Aggregate	\$2,000,000
<b>Employee Benefit Liability</b>	
Carrier	The Charter Oak Fire Insurance Company
Each Employee	\$2,000,000
Aggregate Limit	\$6,000,000

## Policy Extensions:

- Crisis Management Service Expenses Limit \$50,000

---

## UMBRELLA LIABILITY (CONTINUED)

---

### Standard Exclusions:

- Professional liability, care, custody & control (real & personal property), mold, lead, asbestos, pollution, subsidence, employment practices liability, criminal acts, nuclear, war, workers' compensation and fungus.

# CYBER LIABILITY

Company: Travelers Property Casualty Company Of America  
 A.M. Best Rating: A++; XV  
 Policy Period: July 1, 2026 – July 1, 2027  
 Coverage Form: Claims Made

Coverage	Limits	Deductible
<b>CyberRisk Aggregate Limit</b>	\$1,000,000	
<b>Liability Coverage</b>		
Privacy And Security	\$1,000,000	\$25,000
Payment Card Costs	\$1,000,000	\$25,000
Media	\$1,000,000	\$25,000
Regulatory Proceedings	\$1,000,000	\$25,000
<b>Breach Response Coverage</b>		
Privacy Breach Notification	\$500,000	\$15,000
Computer and Legal Experts	\$500,000	\$15,000
Cyber Extortion	\$500,000	\$15,000
<b>Cyber Crime Coverage</b>		
Computer Fraud	\$250,000	\$10,000
Funds Transfer Fraud	\$250,000	\$10,000
Social Engineering Fraud	\$100,000	\$10,000
Telecom Fraud	\$100,000	\$10,000
<b>Business Loss Coverage</b>		
Business Interruption	\$500,000	12 Hours

## Policy Extensions:

- Additional First Party Provisions 180 Days
- Knowledge Date 07/01/2026
- Privacy And Security Retroactive Date 07/01/2023
- Media Retroactive Date 07/01/2023

## Claims Made Notice:

*Except to such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein.*

---

# PAYMENT PLANS & TERMS

---

## Payment of Premiums:

### Travelers: Agency Bill - Yearly

If your policies are billed by CBIZ and not directly from the carrier, payment is due the later of the effective date or 30 days after the invoice date.

For certain policies, normal credit terms are not available, and payment must be received **before** the insurance carrier will issue your policy. Your Service Team will inform you of such exceptions.

---

# CLAIMS-MADE POLICIES

---

## OCCURRENCE VERSUS CLAIMS MADE COVERAGE.

Insurance written on an occurrence form provides coverage for events or wrongful acts solely occurring during the policy period. The claim from the wrongful act can be brought in the future after the policy expires and still have coverage response. For example, if you buy an auto policy that is valid for one year, then it will cover an accident that happens during that one year, even if a lawsuit isn't filed until after the policy has already expired. On the other hand, **coverage is triggered for a claims-made insurance policy only when a claim is first reported during the policy period**, even if the injury occurred prior to the inception date of the insurance policy. Conversely, if the injury occurs during the policy period and a claim isn't reported until after the policy has expired, then the policy will not provide coverage. Management liability and professional liability policies are typically on claims-made forms. The common exceptions are media liability and health care professional liability, which tend to be on occurrence forms.

## WHAT IS A RETROACTIVE DATE?

Claims-made policies also often contain a retroactive date that specifies the earliest point in time for which the insurance will provide coverage. The coverage applies to actual or alleged wrongful acts from the retroactive date forward. Only injuries or wrongful acts occurring after the retroactive date will be covered by a claims-made policy.

## WHAT IS A CONTINUITY DATE?

This is synonymously called the prior and pending litigation date. Like a retroactive date, this feature sets a date in time for prior or active litigation but not wrongful acts. This clause will state that any litigation of any type that was initiated prior to the continuity date will not be covered, even if the allegations were not part of a potentially covered claim. Many claims can evolve from one type to another. For example, a pollution event could harm the value of a corporation and evolve into a Directors & Officers Liability claim, or a Privacy Litigation claim could evolve into a Directors & Officers Liability claim. This date is typically set as the date the named insured first bought a type of insurance policy. When moving coverage from one insurer to another, it is critical to maintain your continuity date.

## WHAT IS A CLAIM?

Often a claims-made policy will define the term claim quite broadly to include much more than just a lawsuit. Many policies define claims to include written demands for damages as well as proceedings such as arbitration, administrative (such as those brought by the SEC or EEOC), regulatory, mediation and civil proceedings. The language of each policy will govern what constitutes a claim. If you receive a demand or threat of any kind, however, and are unsure what to do, then contact your insurance agent or your insurance company promptly.

---

# CLAIMS-MADE POLICIES (CONTINUED)

---

## DOES THE INSURANCE HAVE A CLAIM REPORTING REQUIREMENT?

Claims-made policies require that claims must be reported to the insurance company before the insurer will respond to the claim. The insurer's participation in the claim process often cannot begin until the claim is reported. Claims should be reported promptly to preserve your rights under the policy. The insurer will often reserve their rights to cover any defense expenses incurred prior to their receipt of the claim. They will need to consent to any expenses if they wish to have those expenses insured. Different policies set different time periods for claims. For example, claims normally must be reported as soon as practicable within the policy period. Other policies offer a limited grace period after the policy expiration for up to 30 or 60 days. In some instances, this grace period is only provided if coverage is discontinued. If coverage is continuous – the policy was renewed with the same insurer or a new insurer – the claim will be made on the next policy assuming you have backdated both the retroactive date and the continuity date to match the preceding policy. You should consult the specific language of your policy to verify your reporting requirements. Your insurance broker should also be able to offer assistance.

**Failure to report a claim within the period set by the policy can seriously prejudice your rights under the policy, including an outright coverage denial by the insurer.**

## DO YOU HAVE THE RIGHT TO REPORT A CIRCUMSTANCE THAT IS NOT YET A CLAIM?

Many policies now provide you with the ability to report a circumstance that could give rise to a claim prior to receiving an actual claim. This provision enables you to report potential claims or circumstances under the policy for protection in the event such circumstances eventually evolve into claims.

**We recommend reporting known circumstances anytime you are considering changing insurers so you are less likely to have complications with a new insurer. It is also recommended to send notice of potential circumstances prior to your policy expiration so you can preserve the limits of your next policy for new and unknown claims.**

## WHAT IS A DUTY-TO-DEFEND POLICY?

A duty-to-defend policy allows the insured to tender the defense of a claim to the insurance company. The insurance company will select counsel and control the defense of the claim. Typically a duty-to-defend policy form obligates the insurance company to provide a defense if coverage applies to any of the allegations in the claim.

## A NON-DUTY-TO-DEFEND

A policy that allows the insured to select its own counsel and defense costs may be advanced or reimbursed by the insurance company. If there are matters that the insurer deems uninsurable under the terms of the policy, they will have the ability to allocate their reimbursement based upon covered and uncovered loss on an ongoing basis.

---

# CLAIMS-MADE POLICIES (CONTINUED)

---

## WHAT IS A HAMMER CLAUSE?

The hammer clause is also called the consent to settle clause. Many insurers have a provision that says that if the plaintiff offers to settle for a certain amount, the maximum the insurer will pay is that offered amount plus expenses paid up to the date of the settlement offer. It is their way to encourage the named insured to make a business decision to resolve the claim and move on to another business. The insured can continue to fight the claim for whatever reason, but not with the insurer's money. Many carriers now offer softened consent to settlement provisions of 50/50, 75/25 or 80/20. Such softened clauses allow the carrier to contribute to settlements and/or defense costs at the specified percentage (e.g., 50/50 = 50% allocated to the carrier, 50% at the insured's expense). Some carriers will consider deleting the provision in its entirety.

## SUMMARY

For a claims-made policy to cover an otherwise covered claim (per the definitions and exclusions in your policy), the following conditions will apply:

1. The injury, damage or alleged wrongful act must occur after the retroactive date.
2. The claim for that injury, damage or wrongful act must be made against the insured during the policy period; and
3. The claim must be reported to the insurer within the time specified.

**It is advisable to report all claims and potential claims during the policy period to reduce coverage limitations based upon missing the claims reporting deadline. The most common reason for denial of coverage is late or improper reporting.**

---

# COMPENSATION DISCLOSURE

---

The purpose of this disclosure is to explain to you how we are compensated for our work.

## **Compensation Disclosure – Commission Only Basis**

For the placement and service of your insurance program, CBIZ will receive commission-based compensation from selected insurance companies and/or wholesale intermediaries.

CBIZ Insurance Services is committed to acting in our client's best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies' third-party vendors, in connection with the insurance-related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.

# A.M. BEST COMPANY RATING INFORMATION

Each year the A.M. Best Company reviews the financial status of thousands of insurers, culminating in the assignment of Best's ratings. These ratings reflect their current opinion of the relative financial strength and operating performance of an insurance company in comparison to the norms of the property/casualty insurance industry. Ratings are assigned after extensive analysis measuring the performance of each company in such vital areas as: competency of underwriting, control of expenses, adequacy of reserves, soundness of investments and capital sufficiency.

## Rating Guide:

A++, A+ (Superior)	A & A- (Excellent)	B++, B+ (Good)
B, B- (Fair)	C++, C+ (Marginal)	C, C- (Weak)
D (Poor)	E (Under Regulatory Supervision)	F (In Liquidation)

## Financial Size Category: (In \$000 of Reported Policyholders' Surplus Conditional Reserve Funds)

I	Less than \$1,000	VIII	\$100,000 to \$250,000
II	\$1,000 to \$2,000	IX	\$250,000 to \$500,000
III	\$2,000 to \$5,000	X	\$500,000 to \$750,000
IV	\$5,000 to \$10,000	XI	\$750,000 to \$1,000,000
V	\$10,000 to \$25,000	XII	\$1,000,000 to \$1,250,000
VI	\$25,000 to \$50,000	XIII	\$1,250,000 to \$1,500,000
VII	\$50,000 to \$100,000	XIV	\$1,500,000 to \$2,000,000
		XV	\$2,000,000 or greater

---

# TERRORISM NOTICE

---

On January 12, 2015, the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2015.

This Act amends the Terrorism Risk Insurance Act of 2002 (TRIA) to extend the Terrorism Insurance Program through December 31, 2021, with modifications.

## Modifications include:

- a. A change in the federal share of payments beginning on January 1, 2016, for acts of terrorism, to be reduced annually to 80% of insured losses.
- b. Specifies the aggregate industry—insured losses resulting from certified acts of terror will, beginning calendar years 2015–2019, trigger the federal share of compensation under the Program as:
  - I. \$100 million for 2015
  - II. \$120 million for 2016
  - III. \$140 million for 2017
  - IV. \$160 million for 2018
  - V. \$180 million for 2019
  - VI. \$200 million for 2021 and thereafter.
- d. Revises requirements for mandatory recoupment from insurers and the formula used to determine the insurance marketplace aggregate retention amount.
- e. Redefines an act of terrorism as one that is certified as such by the Secretary of the Treasury in consultation with the Secretary of the Department of Homeland Security (previously, in concurrence with the Secretary of State).

We encourage you to visit the following sites for a detailed summary of the reauthorization act.  
[Further Consolidated Appropriations Act, 2021](#)  
[Terrorism Risk Insurance Act \(TRIA\)](#)

---

## IMPORTANT ISSUES — PLEASE READ

---

The property and liability limits that we illustrate in this proposal are options only. We can provide additional alternative limit options if you request. The selection of limits is solely your decision.

Our relationship with you is based on trust and we do our best to make no representation that would mislead anyone about any aspect of the products or services we offer. We value your trust. Therefore, we will continue to do all that we can to fully represent you in the insurance marketplace.

### LOSS CONTROL

Loss control is a daily responsibility of your management. Our visits are not a substitute for your loss control program. Recommendations are developed from conditions observed at the time of our visit. They do not include every loss potential, code violation or exception to good practice.

Our inspections, reports and recommendations are provided to assist in your efforts to establish and maintain a safe workplace and don't warrant workplace safety or compliance with applicable laws, regulations or standards. Our observations and suggestions are not a substitute for legal advice. You are encouraged to seek appropriate legal counsel when implementing a program or process to maintain a comprehensive workplace safety program.

### FEMA FLOOD ZONE

If flood coverage is included in this proposal it is based on information regarding the FEMA Flood Zone determination for your property that is currently available to the proposed insurance carrier. Such determinations are subject to change at any time and CBIZ cannot be held responsible for any changes in the flood zone determination reflected herein after the date of this proposal.

Consider buying flood and earthquake coverage. Neither flood loss nor earthquake loss is covered under standard property policies. All of us have exposure to floods, sewer backup and earthquakes.

### STATE ASSESSMENTS & SURCHARGES

Your policy may be subject to state assessments and surcharges that may alter your base premium.

Although we routinely try to gather this information in the quotation process, it is not always available.

### CLAIM REPORTING REQUIREMENTS

Changing market conditions have had an adverse effect on many carriers' claim reporting terms and conditions. Many policy forms now include verbiage that severely restricts or negates coverage should a carrier not be immediately notified of a claim or potential claim. Refer to your policies for a more complete explanation of your carrier's reporting requirements.

# IMPORTANT ISSUES (CONTINUED)

## CONFIDENTIALITY

We will treat the information you provide us during our professional relationship as confidential and will use it only in performing services for you. We may share this information with third parties as may be required to provide services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. The records you provide us will remain your property and returned to you upon request. You will treat any information we provide to you, including data, recommendations, proposals or reports as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all our propriety computer programs, systems, methods and procedures and all files developed by us.

## PAYMENT of PREMIUMS

If your policies are billed by CBIZ and not directly from the insurance carrier, payment is due the later of the effective date or 30 days after the invoice date.

## PREMIUM FINANCING

You may choose to use a premium finance company in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available. Where permitted by law, we may receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have.

## VACANCY RESTRICTIONS

Most property insurance policies restrict coverage on buildings that have been vacant beyond a specified period (usually 30 or 60 days). For example, a standard commercial property policy does not cover losses arising from vandalism, sprinkler leakage (unless the system has been protected from freezing), building glass breakage, theft, or attempted theft if the building where the loss occurs has been vacant for more than 60 consecutive days before the loss. Recovery for other insured losses is reduced by 15% under the same circumstances. It is also important to be aware of the policy's definition of vacancy. Under a standard commercial property policy, if the insured is a building owner or general lessee, a building is considered vacant unless at least 31% of its total square footage is used by the building owner, a lessee or a sub-lessee to conduct their customary operations. If the insured is a tenant, the vacancy provision applies only to the space leased to the insured, and this space is considered vacant when it doesn't have content for the insured to continue normal business operations.

## EXPOSURE CHANGES

In evaluating your exposure to loss, we are dependent upon the information provided by you. You choose the values elected. If any areas need to be evaluated prior to binding coverage or should any of your exposures change after the coverage is bound (e.g., beginning of new operations, hiring employees in new states, buying additional property, autos, equipment), please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

---

## IMPORTANT ISSUES (CONTINUED)

---

To ensure that your important changes are effectively communicated, the binding or altering of coverage must be confirmed in writing by agency personnel.

The changes in exposure that have an impact on your insurance program include, but are not limited to:

1. Changes to any operation (e.g., expansion to another state, new products).
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances that may require an increase in liability insurance limits.
5. Any changes to fire or theft protection (e.g., installation or disconnection of sprinkler system, burglar alarms). This includes alterations to the same.
6. Any changes to scheduled equipment (e.g., contractors' equipment, computer equipment).
7. Property of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises (e.g., vacancy, whether temporary or permanent, alterations, demolition). Also, any new premises purchased, constructed or occupied.
9. Any new exposures or plans for foreign travel or operations.

Please notify us throughout the year of changes to your business that may affect your risk exposure.

Failure to do so may result in uncovered losses.

---

# ORDER TO BIND

---

Please bind the coverage

---

 As outlined in the quotes recommended by CBIZ Insurance Services, Inc. Bind Cyber Liability with Travelers Insurance.

or

---

 As follows:

*(Insert complete instructions for binding including carrier, limits, options)*

City of Blue Springs, MO

Signature:

---

Name:

---

Title:

---

Date:

---



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** June 9, 2026

**ITEM TYPE:** Other

**SUBMITTED BY:** Joelle Williams

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** City Development

**STRATEGIC PLAN PRIORITY:** N/A

### ITEM DESCRIPTION

---

Approval of Liquor License renewals for the 2026-2027 license year. According to City of Blue Springs City Code, Chapter 600, Section 600.120 (B), all changes to the Managing Agent or type of license shall be approved by City Council.

### BACKGROUND

---

As of June 9, 2026, 70 liquor license renewals have been submitted to the Business Service Department. To date, 12 out of the 70 licenses submitted for renewal have been submitted with changes to the Managing Agent, address, or contact information.

1. Beauty Nail Bar LLC dba Beauty Nail Bar located at 1131 NE Coronado Dr.  
Managing Agent changed their address to 1113 NW Aspen Ct, Grain Valley, MO 64029.

2. Walmart Supercenter #184 dba Walmart Stores East LP located at 600 NE Coronado Dr. Changed the email contact information and changed the Managing Agent from James Emanuel at 919 S Skinner Blvd, St. Louis, MO 63105 to Peter W. Bay at 525 Cliff Side Ct, St. Louis, MO 63122.
3. Walmart #5149 dba Walmart Stores East LP located at 1700 N 7 HWY. Changed the email contact information and changed the Managing Agent from James Emanuel at 919 S Skinner Blvd, St. Louis, MO 63105 to Peter W. Bay at 525 Cliff Side Ct, St. Louis, MO 63122.
4. Hy Vee dba Hy Vee located at 625 W 40 HWY. Managing Agent changed their address to 4402 Valley Ridge Dr, St. Joseph, MO 64505.
5. Hy Vee dba Hy Vee located at 629 W 40 HWY. Managing Agent changed their address to 4402 Valley Ridge Dr, St. Joseph, MO 64505.
6. Johnnys Tavern dba Johnnys Tavern Blue Springs INC located at 1175 SW 7 HWY. Changed Managing Agent from Anna Brescia at 1111 Main Street, 750, Kansas City, MO 64105 to Richard Bryant at 1111 Main Street, 750, Kansas City, MO 64105.
7. Meiners Market dba Meiners Market of Blue Springs LLC located at 1005 NE Coronado Dr. Managing Agent changed their address to 845 W 62<sup>nd</sup>, Kansas City, MO 64113.
8. Target Store T2525 dba SuperTarget Liquor of Missouri INC located at 1040 NE Coronado Dr. added the email address.
9. Blue Springs Elks Lodge #2509 dba BPO Elks Lodge #2509 located at 100 NE Brizendine Rd. Changed Managing Agent from Kevin Doutt at 1420 SE Piccadilly St to Erik Grotenhuis at 2513 NE Adams Dairy Rd.
10. Aldi #81 dba Aldi INC #81 located at 530 SW 7 HWY. Changed their Managing Agent from Brent Ravenscraft at 7821 Twilight Cir, Parkville, KS 64152 to Robert Jeffries at 974 Tara Oaks Dr, Chesterfield, MO 63005.

11. Caseys Marketing Company dba Casey's #4338 located at 111 SE AA HWY.

Changed Managing Agent from Jamie Dietrich at 1 Convenience Blvd, Ankeny, IA 50021 to Henry Downen III at 39 Nine Center Ct, Reeds Springs, MO 65737.

12. Caseys Marketing Company dba Casey's #4348 located at 111 SE AA HWY.

Changed Managing Agent from Jamie Dietrich at 1 Convenience Blvd, Ankeny, IA 50021 to Henry Downen III at 39 Nine Center Ct, Reeds Springs, MO 65737.

### FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Various License Holders
Amount of Request/ Contract:	\$ 0
Amount Budgeted:	\$ 0
Budget Year:	FY 2026-2027
Funding Source/Account #:	N/A
Account Balance:	\$ Date: Click or tap to enter a date.
Additional Funds Needed:	\$ 0
Funding Source/Account #:	N/A
Revenue to be Received:	\$ 6,450.00
Revenue Account No.	100-00000-410200

### PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 1, 2026
Estimated End Date	June 30, 2027

## **STAFF RECOMMENDATION**

---

Staff recommends approval.

## **OTHER BOARDS & COMMISSIONS ASSIGNED**

---

Name of Board or Commission: N/A

## **LIST OF REFERENCE DOCUMENTS ON FILE WITH BUSINESS SERVICES**

---

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Nic Hutchison (Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Service Division.
2. Application for a Business License is on file with the Business Services Division.

## **REVIEWED BY**

---

**Requesting Director: Nic Hutchison**

**Legal: N/A**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** June 11, 2026

**ITEM TYPE:** Other

**SUBMITTED BY:** Joelle Williams

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** City Development

**STRATEGIC PLAN PRIORITY:** Balanced Growth

### ITEM DESCRIPTION

---

Approve a new liquor license for Birdies Indoor Golf LLC dba Birdies Indoor Golf located at 1861 SW 7 HWY, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales.

### BACKGROUND

---

The Managing Agent for Birdies Indoor Golf LLC dba Birdies Indoor Golf is Justin Hudson at 11813 Missouri Ave, Sugar Creek, MO 64054.

### FINANCIAL IMPACT

---

INFORMATION	DETAIL
Contractor:	Birdies Indoor Golf LLC dba Birdies Indoor Golf
Amount of Request/ Contract:	N/A

Amount Budgeted:	\$0
Budget Year:	FY 2026-27
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 6/11/2026
Revenue to be Received:	\$750.00
Revenue Account No.	100-00000-410200

**PROJECT TIMELINE**

<b>INFORMATION</b>	<b>DETAIL</b>
Estimated Start Date	July 7, 2026
Estimated End Date	June 30, 2027

**STAFF RECOMMENDATION**

Staff recommends approval.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: N/A

**LIST OF REFERENCE DOCUMENTS ON FILE WITH BUSINESS SERVICES**

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Nic Hutchison (Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Service Division.

2. Application for a Business License is on file with the Business Services Division.

**REVIEWED BY**

---

**Requesting Director: Nic Hutchison**

**Legal: N/A**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** June 11, 2026

**ITEM TYPE:** Other

**SUBMITTED BY:** Joelle Williams

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** City Development

**STRATEGIC PLAN PRIORITY:** N/A

### ITEM DESCRIPTION

---

Approve a new liquor license for Ranchoero Mexican Restaurant Bar LLC dba Ranchoero Mexican Restaurant Bar LLC located at 1867 S 7 HWY BLUE SPRINGS, MO 64014 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by Cowboy Up Bar and Grill.

### BACKGROUND

---

The Managing Agent for Ranchoero Mexican Restaurant Bar LLC dba Ranchoero Mexican Restaurant Bar LLC is Jonathan Perez 1005 SW Clark Rd Blue Springs, MO 64015.

## FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Ranchero Mexican Restaurant Bar LLC dba Ranchero Mexican Restaurant Bar LLC
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2026-27
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 6/11/2026
Revenue to be Received:	\$750.00
Revenue Account No.	100-00000-410200

## PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 8, 2026
Estimated End Date	June 30, 2027

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and

approvals from Nic Hutchison (Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Service Division.

2. Application for a Business License is on file with the Business Services Division.

**REVIEWED BY**

---

**Requesting Director: Nic Hutchison**

**Legal: N/A**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** June 11, 2026

**ITEM TYPE:** Other

**SUBMITTED BY:** Erin Ford

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** Administration

**STRATEGIC PLAN PRIORITY:** Community Identity

### ITEM DESCRIPTION

---

Pursuant to Blue Springs Home Rule Charter Section 4.4.C - Powers and Duties;  
Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions.

### BACKGROUND

---

A list of Mayoral appointments to the City's boards and commissions is as follows:

#### Board of Adjustment

- Adriane Handy, Member, Term expires May 2031, New appointment
- Mary Jo Goettling, Member, Term expires May 2030, New appointment
- Matthew Johnston, Alternate Member 1, Term expires May 2031, New appointment

## Community Development Block Grant Advisory Committee

- Ken Horrell: Chair, Term expires May 2027, Reappointment
- Susan Stokenbury: Vice Chair, Term expires May 2027, New Appointment
- Ken Horrell: Park Commission Representative, Term expires May 2027, Reappointment
- Lyle Shaver, Downtown Alive Representative: Term expires May 2027, Reappointment
- Chris Henning, Planning Commission Representative, Term expires May 2027, New Appointment
- Adriane Handy: Community Member, Term expires May 2027, New Appointment

## Development Advisory Committee

- Ighodalo Ifada, Building Industry 2, Term expires May 2029, New Appointment

## Land Bank

- Justice Horn, Member, Term expires May 2028, New Appointment

## Park Commission

- Carman Booker, Member, Term expires May 2027, New Appointment

## Public Safety Citizens' Advisory Board

- Matt Calhoun, Chair, Term expires May 2027, Reappointment
- Matt Calhoun, Member, Term expires May 2028, Reappointment

**FINANCIAL IMPACT**

---

Contractor:	N/A
-------------	-----

**PROJECT TIMELINE**

---

Estimated Start Date	June 15, 2026
Estimated End Date	May 1, 2027

**STAFF RECOMMENDATION**

---

N/A

**OTHER BOARDS & COMMISSIONS ASSIGNED**

---

Name of Board or Commission: N/A

**LIST OF REFERENCE DOCUMENTS ATTACHED**

---

1. N/A

**REVIEWED BY**

---

**Requesting Director: Erin Ford**  
**Administration: George Schmitz**  
**Budget: N/A**

**Legal: N/A**  
**City Administrator: Christine Cates**



**BLUE SPRINGS**  
**MISSOURI**

**CITY COUNCIL**

**June 15, 2026**

**EXHIBITS FOR PUBLIC HEARING**

**FLEX SPACE**

**CONDITIONAL USE PERMIT**

**(CUP-03-26-9855)**

EXHIBIT #1 City Council Information Form dated June 9, 2026 with the following attachments: Staff Report with attachments; Application with Attachments; Affidavit of Publication in The Examiner on May 23, 2026; 185 ft Notification Map; Names/Addresses of the property owners within 185 ft. of the site; Copy of letter sent to said property owners and Bill approving the Conditional Use Permit

EXHIBIT 1  
CITY COUNCIL  
FLEX SPACE  
CONDITIONAL USE PERMIT  
(CUP-03-26-9855)  
JUNE 15, 2026



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** June 9, 2026

**ITEM TYPE:** Public Hearing / Ordinance

**SUBMITTED BY:** Logan Day

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** City Development

**STRATEGIC PLAN PRIORITY:** Balanced Growth

### ITEM DESCRIPTION

---

A public hearing is being held at the request of the Applicant, Brandon Keller, on behalf of the property owner Matthew Hendrickson, Capital Builders KC for consideration to approve a Conditional Use Permit allowing the Vehicle Repair, Limited and Vehicle Repair, General land within Buildings A and B of the Flex Space Phase II development on a 4.19 +/- acres property generally located at 3401 and 3409 NW Jefferson Street . The applicant is requesting to operate a vehicle repair businesses on property addressed 3401 NW Jefferson Street (CUP-03-26-9855). Upon conclusion of the public hearing, a Bill approving the Conditional Use Permit will be ready for introduction and readings.

### BACKGROUND

---

The subject property, located at 3401 NW Jefferson Street, is part of the Flex Space Phase II development within the Light Industrial (LI) zoning district. The development was approved through the City's development review process, including approval of a

General Development Plan, Preliminary Plat, Final Plat, and Site Plan Design Review.

The applicant requested approval of a Conditional Use Permit (CUP) to allow the land uses "Vehicle Repair, Limited" and "Vehicle Repair, General" within Buildings A and B of the Flex Space Phase II development. These uses require approval of a Conditional Use Permit within the Light Industrial zoning district pursuant to the Unified Development Ordinance.

The proposed request does not include any new construction, site modifications, or expansion of the approved development. The existing flex space buildings are intended to accommodate a variety of commercial and light industrial tenants, including office, storage, warehouse, service, and contractor-related uses. Approval of the CUP would allow vehicle repair businesses to occupy tenant spaces within Buildings A and B, subject to all applicable provisions of the Unified Development Ordinance and conditions of approval.

The property is surrounded by a mix of industrial and commercial uses and is served by existing public infrastructure, including streets, utilities, stormwater facilities, and parking areas previously approved through the development review process.

## **PROJECT TIMELINE**

---

<b>INFORMATION</b>	<b>DETAIL</b>
Estimated Start Date	June 16, 2026
Estimated End Date	N/A

## **STAFF RECOMMENDATION**

---

Staff recommends approval of the Conditional Use Permit application with the following five (5) conditions:

1. Approval by the City Council based on the representation of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC unless modified under the Concept Plan, which include:
2. All previously approved conditions associated with the development including associated General Development Plan, and Site Plan Design Review. Shall remain in effect and be complied with at all times.
3. No vehicles associated with a "Vehicle Repair-Limited" or "Vehicle Repair-General" use shall be stored, parked for repair purposes, or repaired outside of the designated interior tenant space. All vehicle repair activities shall occur entirely within the enclosed tenant space.
4. The land uses "Vehicle Repair-Limited" and "Vehicle Repair-General" shall be permitted only within Buildings A and B of Flex Spaces Phase II, as shown on the associated site plan.
5. All tenants operating a "Vehicle Repair-Limited" or "Vehicle Repair-General" use shall comply with all applicable building, fire, and life-safety code requirements and obtain any required permits and inspections prior to occupancy or operation.

## **OTHER BOARDS & COMMISSIONS ASSIGNED**

---

Name of Board or Commission: Planning Commission

Date: June 8, 2026

Action: Recommended approval of the Conditional Use Permit with conditions. 8 Aye, 0 No

## **LIST OF REFERENCE DOCUMENTS ATTACHED**

---

1. Staff Report with attachments; Application with Attachments; Affidavit of Publication in The Examiner on May 23, 2026; 185 ft Notification Map;

Names/Addresses of the property owners within 185 ft. of the site; Copy of letter sent to said property owners

2. Bill approving the Conditional Use Permit

**REVIEWED BY**

---

**Requesting Director: Nic Hutchison**

**Legal: James Newell**

**Administration: George Schmitz**

**City Administrator: [Click or tap here to enter text.](#)hristine Cates**

**Budget: N/A**



# BLUE SPRINGS MISSOURI

## PLANNING APPLICATION REVIEW STAFF REPORT

---

### Project Information

#### Meeting Dates:

Planning Commission: June 8<sup>th</sup>, 2026

City Council Date: June 15<sup>th</sup>, 2026

**Project Name:** Flex Space Addition

**Site Location:** 3401 NW Jefferson St

**Applicant:** Brandon Keller, Capital Builders KC

**Property Owner:** Matt Hendrickson, Capital Builders KC

**Staff Planner:** Logan Day, Planner 1

#### Project Request:

CUP-03-26-9855; Conditional Use Permit to allow for the use of Vehicle Repair, Limited and General in Light Industrial zoning for Buildings A and B for Flex Space development.

#### Project Description:

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow the **Vehicle Repair, Limited** and **Vehicle Repair, General** land uses within Buildings A and B of the Flex Space Phase II development. A Conditional Use Permit is required because

these land uses are permitted in the Light Industrial (LI) District only upon approval of a CUP. The proposed request would allow for the operation of vehicle repair businesses within the designated tenant spaces of the development, subject to all applicable conditions and performance standards of the Unified Development Ordinance (UDO).

### Staff Recommendation:

Staff recommends approval of Conditional Use Permit with conditions listed at the end of the staff report.

### Previous Actions:

<b>Date</b>	<b>Review Body</b>	<b>Action</b>
January 2014		American Lodging/ American Inn (Withdrawn by Applicant)
08/22/2022	Planning Commission	Approved Preliminary Plat (PP-07-22-8389) for Flex Spaces
09/06/2022	City Council	Approved General Development Plan (GDP-07-22-8388) for the development of two (2) single-story buildings for flex office space/warehouses by Ord. No. 5147.
09/26/2022	Planning Commission	Recommend Approval of Hal Park Final Plat
10/03/2022	City Council	Approved Hal Park Final Plat by Ord. 5157
03/10/2025	Planning Commission	Approved Site Plan Design Review (SPDR-01-25-9467) to allow for the development of Flex Space II , and Recommended approval of Final Plat (PF-01-25-9466) to City Council.
03/17/2025	City Council	Approved Hal Park Subdivision Second Plat by Ord. 5401.

## Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"LI" (Light Industrial)	Storage-Residential Warehouse
South:	"GB" (General Business)	Hotel or Motel
East:	"LI" (Light Industrial)	Manufacturing/Building or Construction Contractor w/machinery, equipment, or storage)
West:	"GB" (General Business)	Construction Contractor

## Conditional Use Permit Analysis

---

A conditional use permit provides flexibility for different uses within a zoning district and allows the potential for uses that due to their varying design and operational characteristics of the use or due to conditions in the area are not generally appropriate in that district, but require a case-specific review to determine the compatibility in a specific context and location.

### Special Use Standards:

Vehicle/Equipment Sales, Vehicle/Equipment Storage Yards And Vehicle Repair (General).

- a) "Vehicle Repair, General" uses may be permitted in the "RC" (Regional Commercial) Zoning District only when accessory to a permitted "Outdoor Sales And Services — Equipment."

**Staff response:** The development is located within the Light Industrial (LI) zoning district and is not accessory to an approved "Outdoor Sales and Services – Equipment" use. Therefore, a Conditional Use Permit (CUP) is required to allow the proposed "Vehicle Repair – Limited" and "Vehicle Repair – General" land uses within the LI zoning district.

## Land Use:

The proposed land use for the property is classified as "**Storage–Residential Warehouse,**" which is permitted by right within the Light Industrial (**LI**) zoning district. All uses allowed under the LI zoning designation are permitted. The developed space can accommodate small business owners for equipment storage, office space for retail or personal services, order packaging, and similar business activities.

## Parking:

Parking for the proposed use has been established through the existing development and is adequate to accommodate the requested land uses. The property's parking and operational areas are subject to regulations that prohibit the outdoor storage of equipment, recreational vehicles, boats, trailers, household goods, and other personal property. As a result, businesses conducting vehicle repair activities will be required to store vehicles awaiting repair or service within their respective tenant spaces and not within parking areas or other exterior portions of the site.

Additionally, any trailer occupying a parking space must be associated with a business operating on the premises and/or be present solely for the purpose of loading and unloading activities. These requirements help ensure that the site remains orderly and consistent with the intent of the Light Industrial District and the approved development standards.

## Streets & Sidewalks:

There are no modifications proposed to previously approved Site plan design review for phase two of flex space development of the streets and sidewalks.

## Pedestrian Access:

There are no modifications proposed to previously approved Site plan design review for phase two of flex space development.

## Traffic:

A traffic study was not required for this application.

## Stormwater:

The development would utilize the existing stormwater that was provided by previously approved Site plan design review.

## Sanitary Sewer:

There are no expected impacts on the sanitary sewer system since no additional development is proposed as part of this application.

## Signage:

Additional signage is not shown as part of the application but any additional signage would be administratively reviewed to ensure compliance with sign code requirements.

## Review Criteria

---

A Conditional Use Permit shall be reviewed according to the following criteria:

1. The application furthers the intent of the proposed zoning district and supports that of any abutting districts.

**STAFF RESPONSE:** The proposed use is consistent with the intent of the Light Industrial (LI) district and is compatible with surrounding industrial and commercial uses. The use will operate within existing buildings and comply with applicable operational standards.

2. Compliance of any proposed development with the requirements of this Development Code.

**STAFF RESPONSE:** No additional development is being proposed; therefore, compliance with the development code is not required.

3. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this Development Code and the intent or design objectives of any applicable Subsections of this Development Code.

**STAFF RESPONSE:** No additional site-specific conditions are recommended. The development will remain subject to all previously approved conditions, including restrictions on outdoor storage visible from the right-of-way and parking regulations.

4. The impact on the public realm, including the design and functions of streetscapes and relationships of building and site elements to the streetscape.

**STAFF RESPONSE:** The proposed use will operate within an existing development and is not expected to impact the public realm, streetscape, or the relationship of buildings and site elements to adjacent streets. Existing development standards and site conditions will remain in place.

5. The adequacy of drainage, utilities, and other public facilities.

**STAFF RESPONSE:** Utilities and drainage structures exist at and near this site. There are no proposed changes or additions, and the existing facilities will be able to handle the proposed demand.

6. Compatibility with the character of the area in terms of building scale, building form, landscape and site design.

**STAFF RESPONSE:** This is an existing developed site with no substantial modifications being proposed.

7. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property.

**STAFF RESPONSE:** The proposed use is compatible in nature with the existing uses of neighboring light industrial properties. Staff does not foresee negative impacts on adjacent properties.

8. The application will not prevent development and use of the neighboring property in accordance with the applicable development regulations.

**STAFF RESPONSE:** The application does not pose a risk to preventing development as required by the Unified Development Code.

9. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

**STAFF RESPONSE:** The long-range plans for this site and area are not negatively impacted.

10. The recommendations of professional staff.

**STAFF RESPONSE:** Staff recommends approval of the Conditional Use Permit with Alternative Development Standards with conditions listed below.

### **Staff Recommendation:**

Staff recommends approval of the Conditional Use Permit application with the following four (4) conditions:

1. Approval by the City Council based on the representation of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC unless modified under the Concept Plan, which include:
2. All previously approved conditions associated with the development including associated General Development Plan, and Site Plan Design Review. Shall remain in effect and be complied with at all times.
3. No vehicles associated with a "Vehicle Repair-Limited" or "Vehicle Repair-General" use shall be stored, parked for repair purposes, or repaired outside of the designated interior tenant space. All vehicle repair activities shall occur entirely within the enclosed tenant space.

4. The land uses "Vehicle Repair-Limited" and "Vehicle Repair-General" shall be permitted only within Buildings A and B of Flex Spaces Phase II, as shown on the associated site plan.
  
5. All tenants operating a "Vehicle Repair-Limited" or "Vehicle Repair-General" use shall comply with all applicable building, fire, and life-safety code requirements and obtain any required permits and inspections prior to occupancy or operation.

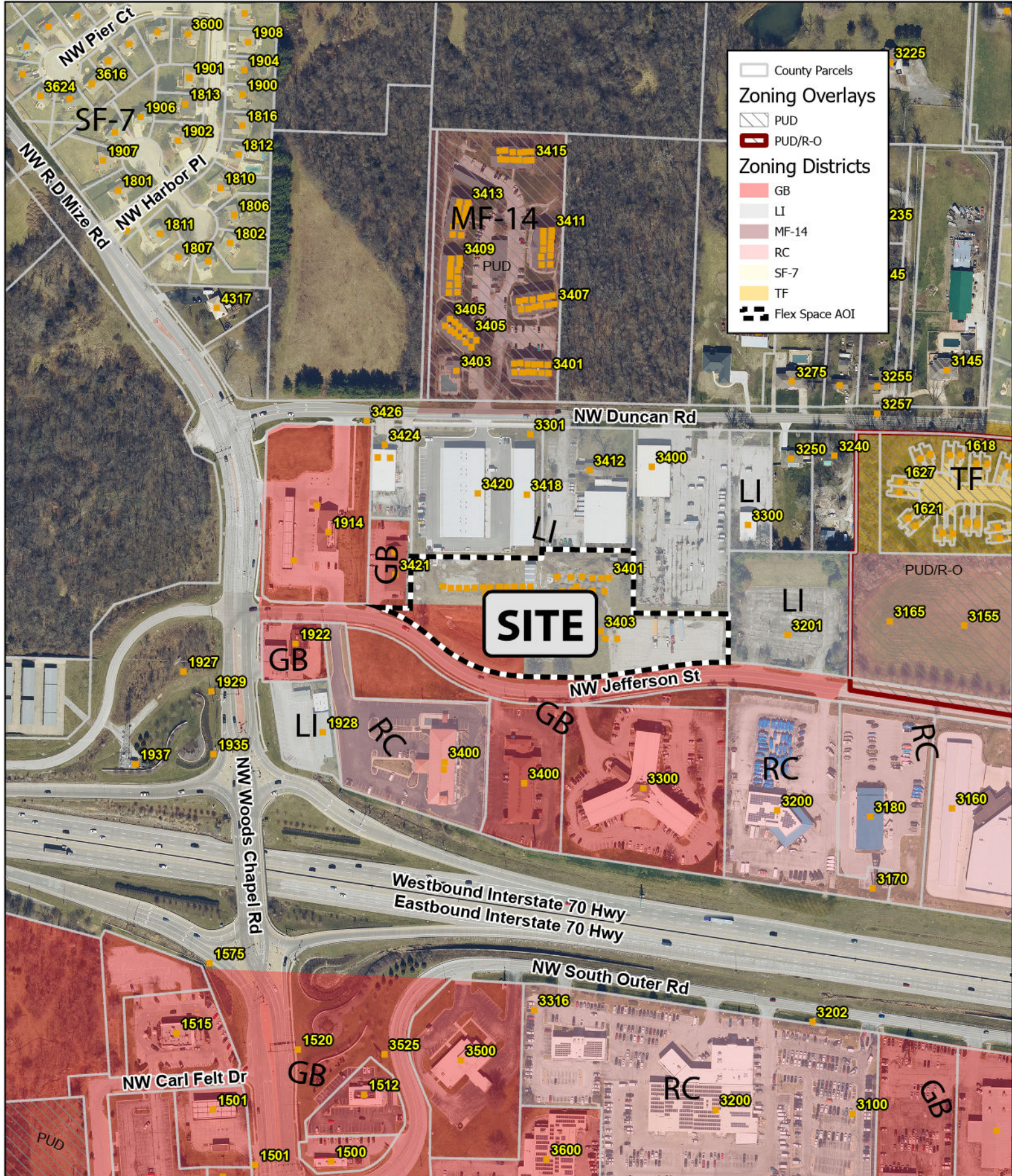


**SITE**



CUP-03-26-009851  
3401- 3409 NW JEFFERSON ST  
AERIAL LOCATION MAP





County Parcels

Zoning Overlays

- PUD
- PUD/R-O

Zoning Districts

- GB
- LI
- MF-14
- RC
- SF-7
- TF
- Flex Space AOI

**SITE**

## **BLUE SPRINGS FLEX SPACE – CONDITIONAL USE OVERLAY NARRATIVE**

March 25, 2026

RE: Request for Conditional Use Overlay  
Blue Springs Flex Space – Phase II  
3405 NW Jefferson St.  
Blue Springs, MO 64015

To whom it may concern:

The Applicant respectfully submits this request for approval of a Conditional Use Overlay to allow General and Limited Vehicle Repair within Buildings A and B of the Blue Springs Flex Space – Phase II development.

The intent of this request is to accommodate a growing demand from prospective tenants seeking space for small-scale mechanic and repair operations, including but not limited to mopeds, e-bikes, motorcycles, passenger vehicles, light trucks, and similar machinery. The Applicant has received numerous lease inquiries from such users and believes this use is both appropriate and compatible with the existing development and underlying zoning.

As outlined in the original development narrative, Buildings A and B were designed and are expected to function primarily as flex industrial and warehouse spaces, which aligns well with limited vehicle repair uses. These types of tenants typically operate at a smaller scale, generate low traffic volumes, and function similarly to other light industrial users already anticipated for the site.

The proposed use is further supported by the location and design of Buildings A and B within the development. These buildings are situated second tier from NW Jefferson Street, resulting in minimal visibility from primary corridors. This placement provides a natural buffer and ensures that the proposed use will not detract from the overall aesthetic or character of the development, particularly along the more visible frontage areas.

In addition, Building B is fully sprinklered, which provides an added level of life safety and fire protection. This feature enhances the suitability of the building for vehicle-related uses and serves as an important safeguard for both occupants and adjacent tenants.

Operationally, the requested uses are expected to be low intensity in nature. Activities will occur primarily within enclosed tenant spaces, with limited outdoor impact. Noise, traffic, and hours of operation are anticipated to be consistent with typical flex industrial users. Furthermore, the site's existing parking and circulation design is adequate to support these uses without modification.

The requested Conditional Use Overlay is consistent with the overall intent of the development, which is to provide flexible space for a range of light industrial and service-oriented tenants. Allowing limited vehicle repair within Buildings A and B will enhance the marketability of the project, support local small businesses, and respond to demonstrated tenant demand, all while maintaining compatibility with surrounding land uses.

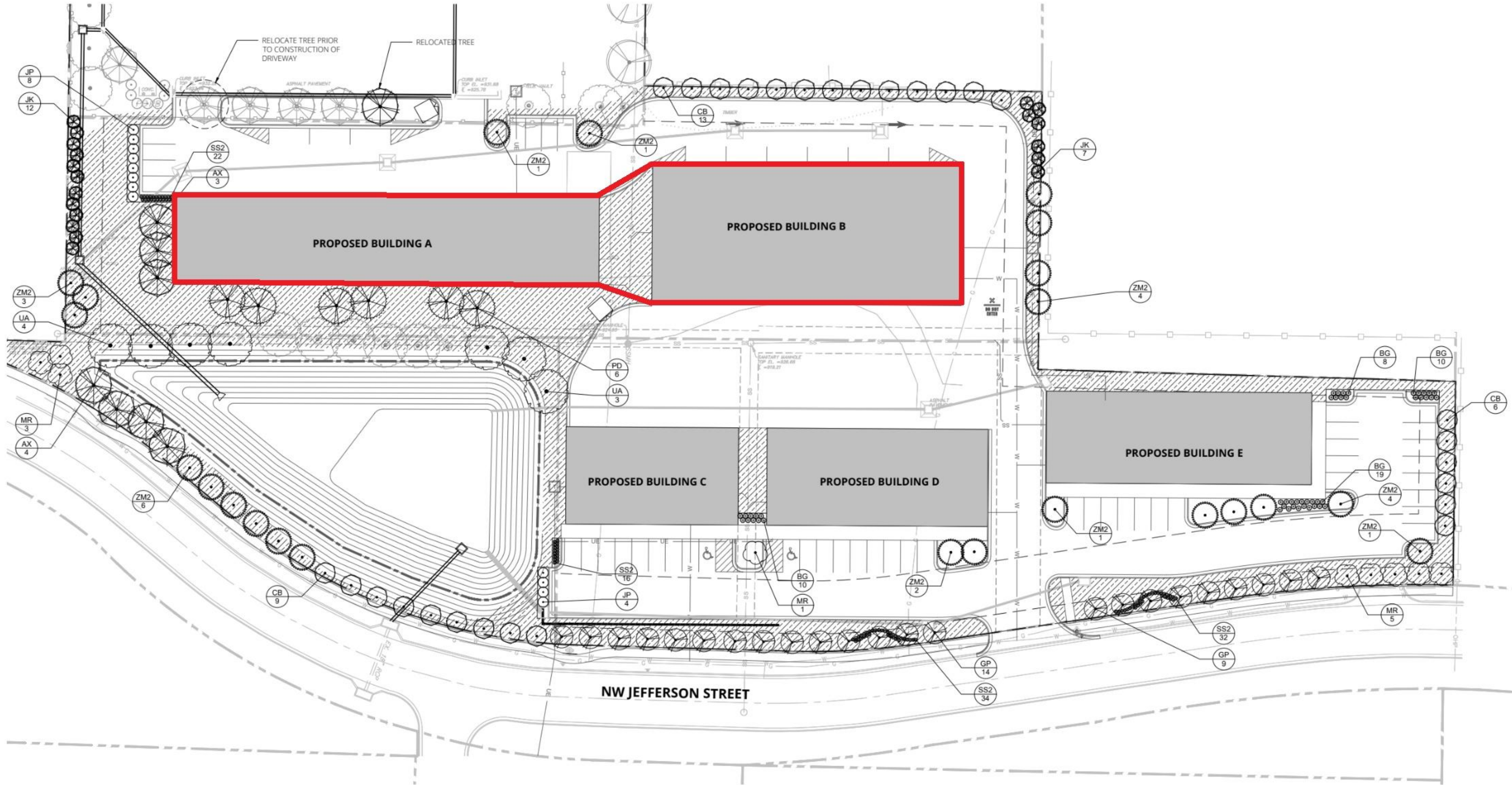
In summary, the proposed Conditional Use Overlay represents a reasonable and appropriate extension of the permitted uses within the development. It is compatible with the site design, supported by building features such as fire protection systems, and appropriately located to minimize visibility and impact.

We respectfully request approval of this Conditional Use Overlay.

Sincerely,



Matthew Hendrickson  
Owner, Flex Spaces Blue Springs



RELOCATE TREE PRIOR TO CONSTRUCTION OF DRIVEWAY

RELOCATED TREE

**PROPOSED BUILDING A**

**PROPOSED BUILDING B**

**PROPOSED BUILDING C**

**PROPOSED BUILDING D**

**PROPOSED BUILDING E**

**NW JEFFERSON STREET**

JP 8

JK 12

SS2 22

AX 3

ZM2 1

ZM2 1

CB 13

JK 7

ZM2 3

UA 4

ZM2 4

MR 3

AX 4

PD 6

UA 3

BG 8

BG 10

CB 6

ZM2 6

PROPOSED BUILDING C

PROPOSED BUILDING D

PROPOSED BUILDING E

CB 9

SS2 16

JP 4

BG 10

MR 1

ZM2 2

GP 14

SS2 34

SS2 32

GP 9

MR 5

**AFFIDAVIT OF PUBLICATION**

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 3 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

**Publication Dates:**

- May 23, 2026

**Printer's Fee:** \$375.73

*Anjana Bhadoriya*

\_\_\_\_\_  
Anjana Bhadoriya  
Agent

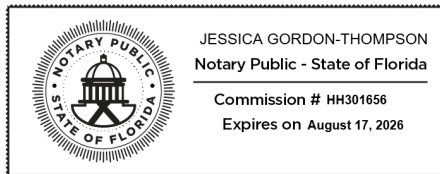
**VERIFICATION**

State of Florida  
County of Orange

Signed or attested before me on this: 05/25/2026

*J. Gordon*

\_\_\_\_\_  
Jessica Gordon-Thompson  
Notary Public - State of Florida  
Commission # HH301656  
Expires on 08/17/2026  
Notarized remotely online using communication technology via Proof.



PUBLIC NOTICE

**Conditional Use Permit I CUP-03-26-9855  
"Flex Space Addition"  
3401 NW Jefferson Street  
Parcel # 35-510-03-47-00-0-00-000  
Parcel # 35-510-03-46-00-0-00-000**

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, June 8, 2026 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Brandon Keller, on behalf of the property owner, Matthew Hendrickson, for approval of a Conditional Use Permit to allow for the Use of "Vehicle Repair, General" and "Vehicle Repair, Limited" in buildings A and B of the Second Phase of Flex Spaces Interested parties may view the application materials on file by contacting the Community Development Department via email at [ComDevLegal@bluespringsgov.com](mailto:ComDevLegal@bluespringsgov.com) or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

PROPERTY DESCRIPTION

CONTAINING 182,679 SQUARE FEET OR 4.19 ACRES

TRACT A, TRACT B AND TRACT C, HALL PARK SUBDIVISION, A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A; THENCE S88°21'55"E, ALONG NORTH LINE OF SAID TRACT A, A DISTANCE OF 77.18 FEET; THENCE N00°49'46"E, ALONG THE NORTHWESTERLY LINE OF SAID TRACT A AND ALONG THE WESTERLY LINE OF SAID TRACT C, A DISTANCE OF 126.80 FEET TO THE NORTHWEST CORNER OF SAID TRACT C; THENCE S89°10'14"E ALONG THE NORTHERLY LINE OF SAID TRACT C, A DISTANCE OF 325.46 FEET; THENCE N00°49'46"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 22.56 FEET; THENCE S89°10'14"E, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT C; THENCE S00°49'46"W, ALONG THE EASTERLY LINE OF SAID TRACTS C AND B, A DISTANCE OF 157.13 FEET; THENCE S88°21'49"E, ALONG THE NORTHERLY LINE OF SAID TRACT B, A DISTANCE OF 236.22 FEET TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE S00°43'31"W, ALONG THE EAST LINE OF SAID TRACT B, A DISTANCE OF 115.24 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID TRACT B, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHWEST JEFFERSON STREET; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF N88°26'41"W, A RADIUS OF 746.20 FEET, AN ARC DISTANCE OF 128.83 FEET; THENCE S81°39'47"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 176.88 FEET; THENCE WESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 406.39 FEET, AN ARC DISTANCE OF 70.74 FEET; THENCE N88°21'49"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 119.79 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 327.00 FEET, AN ARC DISTANCE OF 218.30 FEET; THENCE N50°06'49"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 46.50 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 339.60 FEET, AN ARC DISTANCE OF 50.04 FEET TO THE POINT OF BEGINNING.

CITY OF BLUE SPRINGS  
Planning Commission  
By: Logan Day | Planner 1

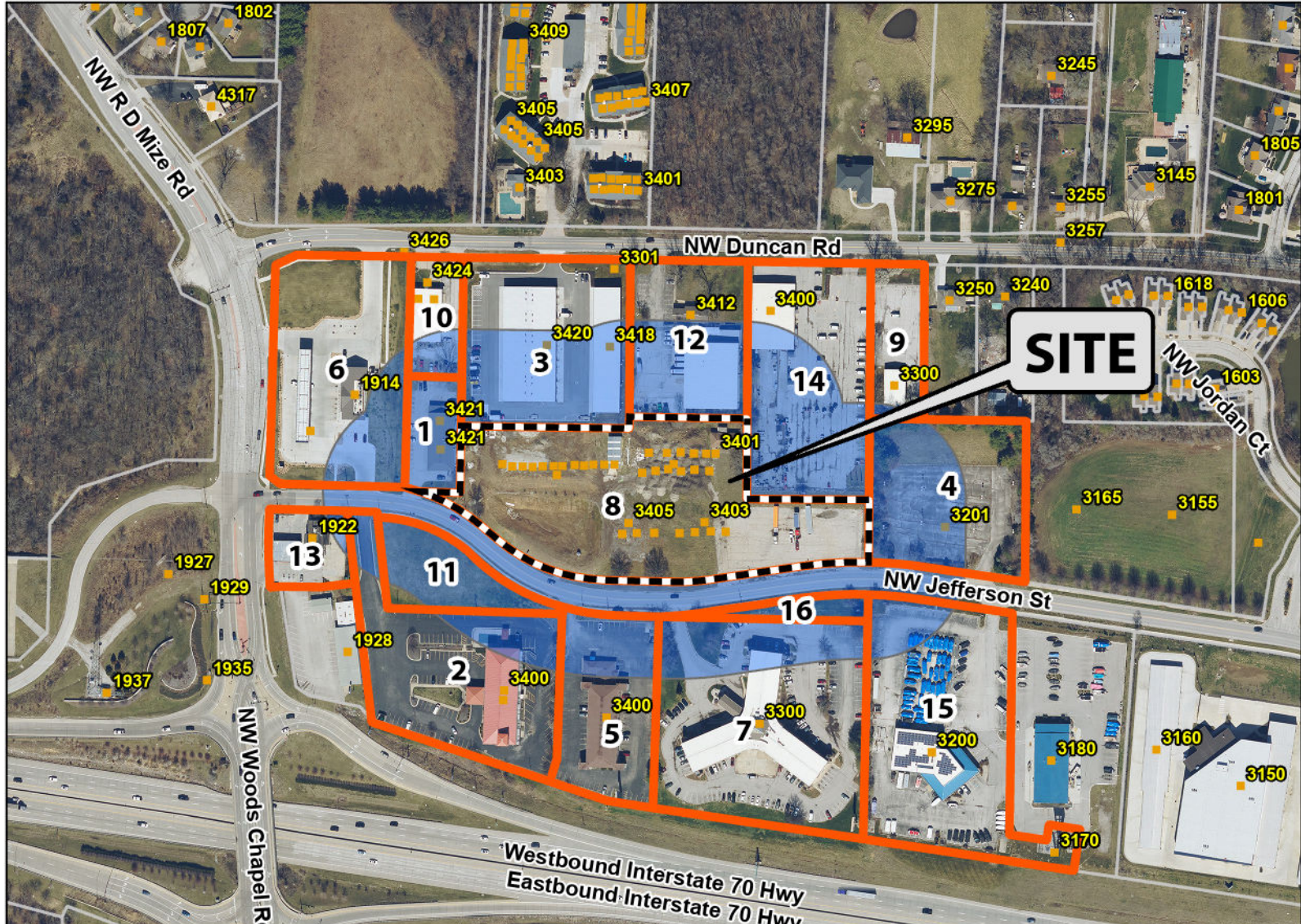
The City Council of the City of Blue Springs will also hold a public hearing on the above noted Conditional Use Permit and General Development Plan on **Monday, June 15, 2026,**

**2026, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS  
City Council

Published in the Examiner, May 23, 2026

4586230



MAP ID	PARCEL NUMBER
1	35-520-03-09-00-0-00-000
2	35-510-05-15-00-0-00-000
3	35-510-03-44-00-0-00-000
4	35-510-03-10-00-0-00-000
5	35-510-05-13-00-0-00-000
6	35-520-03-11-00-0-00-000
7	35-510-05-04-00-0-00-000
8	35-510-03-48-00-0-00-000
9	35-510-03-04-00-0-00-000
10	35-520-03-10-00-0-00-000
11	35-510-05-14-00-0-00-000
12	35-510-03-06-00-0-00-000
13	35-520-08-03-00-0-00-000
14	35-510-03-05-00-0-00-000
15	35-510-05-07-00-0-00-000
16	35-510-05-02-00-0-00-000



**Legend**

- Flex Space AOI
- Parcels in 185' Buffer
- 185' Notification Buffer
- County Parcels



CUP-03-26-009851  
 3401- 3409 NW JEFFERSON ST  
 185' NOTIFICATION MAP



Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
35-510-05-04-00-0-00-000	3300 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	3300 NW JEFFERSON LLC   BLACK HAWK SOUTH LLC   BLACK HAWK ADRIAN LLC	3700 MONTEREY DR STE A COLUMBIA, MO 65203   3700 MONTEREY DR STE A COLUMBIA, MO 65203   3700 MONTEREY DR STE A COLUMBIA, MO 65203
35-510-05-13-00-0-00-000	3400 NW JEFFERSON ST UNIT A	BLUE SPRINGS	MO	64015	RAMJI KRUPA LLC   SHIV RAJ LLC & SUNNY HOTELS LLC	10750 BARKLEY ST OVERLAND PARK, KS 66211   10750 BARKLEY ST OVERLAND PARK, KS 66211
35-510-03-10-00-0-00-000	3201 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	BLUE SPRINGS SELF STORAGE LLC	8300 NE UNDERGROUND DR KANSAS CITY, MO 64161
35-520-03-09-00-0-00-000	3421 NW JEFFERSON ST UNIT A	BLUE SPRINGS	MO	64015	ENGEN PAUL S & TAMMY J	3421 JEFFERSON BLUE SPRINGS, MO 64015
35-510-03-04-00-0-00-000	3300 NW DUNCAN RD	BLUE SPRINGS	MO	64015	COMCAST CABLEVISION OF MO INC	ONE COMCAST CENTER PHILADELPHIA, PA 19103
35-520-03-10-00-0-00-000	3424 NW DUNCAN RD UNIT A	BLUE SPRINGS	MO	64015	AROUND TOWN TECHNOLOGIES LLC	3424 NW DUNCAN RD BLUE SPRINGS, MO 64015
35-510-05-14-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64015	PATEL HITESH	3120 SW JEFFERSON ST BLUE SPRINGS, MO 64015
35-510-05-07-00-0-00-000	3200 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	RAND INVESTMENT ASSOCIATES LLC	29203 SE RYAN RD BLUE SPRINGS, MO 64014
35-510-05-15-00-0-00-000	3400 NW JEFFERSON ST UNIT B	BLUE SPRINGS	MO	64015	SUNNY DEV HOTEL LLC	3402 NW JEFFERSON ST BLUE SPRINGS, MO 64015
35-510-03-05-00-0-00-000	3400 NW DUNCAN RD	BLUE SPRINGS	MO	64015	COMCAST OF MISSOURI INC	ONE COMCAST CENTER PHILADELPHIA, PA 19103
35-510-03-06-00-0-00-000	3412 NW DUNCAN RD	BLUE SPRINGS	MO	64015	3412 PROPERTY LLC	1008 SE BLUE PARKWAY LEES SUMMIT, MO 64063
35-510-05-02-00-0-00-000	3300 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	BLACK HAWK SOUTH LLC   BLACK HAWK ADRIAN LLC   3300 NW JEFFERSON LLC	3700 MONTEREY DR STE A COLUMBIA, MO 65203   3700 MONTEREY DR STE A COLUMBIA, MO 65203   3700 MONTEREY DR STE A COLUMBIA, MO 65203
35-520-03-11-00-0-00-000	1908 NW WOODS CHAPEL RD	BLUE SPRINGS	MO	64015	CASEYS MARKETING COMPANY	PO BOX 54288 LEXINGTON, KY 40555
35-510-03-44-00-0-00-000	3418 NW DUNCAN RD	BLUE SPRINGS	MO	64015	FLEX SPACES BLUE SPRINGS LLC	1507 NE WALL ST LEES SUMMIT, MO 64086
35-510-03-47-00-0-00-000	3401 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	FLEX SPACES BLUE SPRINGS #2 LLC	1507 NE WALL ST LEES SUMMIT, MO 64086
35-510-03-46-00-0-00-000	3405 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	FLEX SPACES BLUE SPRINGS #2 LLC	1507 NE WALL ST LEES SUMMIT, MO 64086
35-510-03-45-00-0-00-000	3409 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	FLEX SPACES BLUE SPRINGS #2 LLC	1507 NE WALL ST LEES SUMMIT, MO 64086



# BLUE SPRINGS

## MISSOURI

May 22, 2026

Ref: Public Hearing:      Conditional Use Permit | CUP-03-26-9855

### **Flex Space Addition**

**3401 NW Jefferson St**

**Parcel # 35-510-03-47-00-0-00-000; 35-510-03-46-00-0-00-000**

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Brandon Keller, on behalf of the property owner, Matthew Hendrickson, for approval of a Conditional Use Permit to allow for the Use of "Vehicle Repair, General" and "Vehicle Repair, Limited" in buildings A and B of the Second Phase of Flex Spaces.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at [ComDevLegal@bluespringsmo.gov](mailto:ComDevLegal@bluespringsmo.gov) or at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

**Planning Commission - Monday, June 8, 2026 @ 6:30 p.m.**

**&**

**City Council – Monday, June 15, 202 @ 6:00 p.m.**

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207

Sincerely,

CITY OF BLUE SPRINGS

CITY DEVELOPMENT

Introduced by Councilmember \_\_\_\_\_

BILL 5405

(CUP-03-26-9855)

ORDINANCE \_\_\_\_\_

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW “VEHICLE REPAIR-LIMITED” AND “VEHICLE REPAIR-GENERAL” IN LIGHT INDUSTRIAL ZONING DISTRICT FOR BUILDINGS A AND B OF FLEX SPACE PHASE II DEVELOPMENT LOCATED AT 3401 AND 3409 NW JEFFERSON ST, NW 7 HWY, BLUE SPRINGS, JACKSON COUNTY, MISSOURI**

WHEREAS, proper application having been made to approve a Conditional Use Permit (CUP) with Alternative Design Standards for property hereinafter described; and

WHEREAS, after review of the Conditional Use Permit with respect to such issues as zoning, land use, impact to surrounding areas, adequacy of facilities and services, and compliance with development regulations to achieve quality development, in which it has been determined that the application has met; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held June 8, 2026, which Commission, after said hearing, recommended that the application for the Conditional Use Permit be approved; and

WHEREAS, thereafter a public hearing was held by City Council on June 15, 2026; and

WHEREAS, the City of Blue Springs, Missouri has determined that the Conditional Use Permit with is appropriate at this location and be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE

SPRINGS, MISSOURI, as follows:

Section 1. The following described tracts of real estate is hereby declared subject to the Conditional Use Permit approved by this Ordinance. The site is legally described as:

All that part of the Northeast Quarter and all that part of the Northwest Quarter of Section 26, Township 49 North, Range 31 West, in the City of Blue Springs, Jackson County, Missouri, being more particularly described as follows: commencing at the northwest corner of the Northeast Quarter of said Section 26, thence South 02 degrees 19 minutes 36 seconds West, with the west line of the Northeast Quarter of said Section 26, a distance of 719.62 feet to a point on the south right-of-way line of NW Duncan Road; thence South 89 degrees 10 minutes 14 seconds East (North 88 degrees 53 minutes East deed), with the south right-of-way NW Duncan Road, a distance of 300.10 feet (302.15 feet deed); thence South 00 degrees 49 minutes 46 seconds West (South 01 degree 07 minutes East deed), and no longer with the south right-of-way line of NW Duncan Road, a distance of 300.00 feet, said point being the point of beginning; thence South 89 degrees 10 minutes 14 seconds East, a distance of 225.00 feet; thence South 00 degrees 49 minutes 46 seconds West, a distance of 157.13 feet (155.01 feet deed); thence South 88 degrees 21 minutes 49 seconds East, a distance of 236.22 feet to a point on the west line of Cirrus Enterprises - 1st Plat Lot 1; thence South 00 degrees 43 minutes 31 seconds West, a distance of 115.24 feet to a point on the north right-of-way line of NW Jefferson Street; thence with the north right-of-way line of NW Jefferson Street on a curve to the left having a radius of 746.20 feet, a central angle of 09 degrees 53 minutes 31 seconds, with an initial tangent bearing of North 88 degrees 26 minutes 41 seconds West, an arc distance of 128.83 feet; thence South 81 degrees 39 minutes 47

seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 176.89 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the right having a radius of 406.39 feet, a central angle of 09 degrees 58 minutes 24 seconds, an arc distance of 70.74 feet; thence North 88 degrees 21 minutes 49 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 119.79 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the right having a radius of 327.00 feet, a central angle of 38 degrees 14 minutes 59 seconds, an arc distance of 218.30 feet; thence North 50 degrees 06 minutes 49 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 46.50 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the left having a radius of 339.60 feet, a central angle of 25 degrees 18 minutes 51 seconds, an arc distance of 150.04 feet to a point on the south line of Lot 2, Duncan Plaza 1st Plat; thence South 88 degrees 21 minutes 55 seconds East (North 89 degrees 40 minutes 00 seconds East plat) with the south line of said Lot 2, and no longer with the north right-of-way line of Jefferson Street, a distance of 77.18 feet to the southeast corner of said Lot 2; thence North 00 degrees 49 minutes 46 seconds East (North 01 degree 07 minutes West plat) with the west line of Lot 2 Duncan Plaza 1st Plat, a distance of 126.79 feet; thence South 89 degrees 10 minutes 14 seconds East, no longer with the west line of Lot 2 Duncan Plaza 1st Plat, a distance of 325.46 feet; thence North 00 degrees 49 minutes 46 seconds East, a distance of 22.58 feet to the point of beginning. The above described tract contains 182,678 square feet, or 4.19 acres.

Section 2. The land covered within this Conditional Use Permit contained within the area described by Section 1 of this Ordinance, may be used in compliance with the Conditional Use Permit approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said Conditional Use Permit shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its June 8, 2026, meeting and to the City Council at its June 15, 2026, meeting, and approved by the City Council as conditions of passage by this Ordinance and of this Conditional Use Permit, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval by the City Council based on the representation of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC unless modified under the Concept Plan, which include:
2. All previously approved conditions associated with the development including associated General Development Plan, and Site Plan Design Review. Shall remain in effect and be complied with at all times.
3. No vehicles associated with a "Vehicle Repair-Limited" or "Vehicle Repair-General" use shall be stored, parked for repair purposes, or repaired outside of the designated interior tenant space. All vehicle repair activities shall occur entirely within the enclosed tenant space.
4. The land uses "Vehicle Repair-Limited" and "Vehicle Repair-General" shall be permitted only within Buildings A and B of Flex Spaces Phase II, as shown on the associated site plan.
5. All tenants operating a "Vehicle Repair-Limited" or "Vehicle Repair-General" use shall comply with all applicable building, fire, and life-

safety code requirements and obtain any required permits and inspections prior to occupancy or operation.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15<sup>th</sup> day of June 2026.

CITY OF BLUE SPRINGS

\_\_\_\_\_  
Chris Lievsay, Mayor

ATTEST:

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

1st Reading: \_\_\_\_\_

2nd Reading: \_\_\_\_\_



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** June 3, 2026

**ITEM TYPE:** Ordinance

**SUBMITTED BY:** Dennis Dovel

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** Public Works

**STRATEGIC PLAN PRIORITY:** Downtown Revitalization

### ITEM DESCRIPTION

---

Passage of a Bill accepting General Warranty Deed and Right-of-Way Easement from 2TWENTY2, LLC for the use of installation of a downtown monument sign at MO-7 Highway and Main Street.

### BACKGROUND

---

The revitalization of the Downtown corridor is a priority outlined in the 2024 Downtown Master Plan and has long been desired by downtown residents and businesses. Additionally, the City identified "Downtown Revitalization" as a Strategic Priority in the City's 2025 – 2030 Strategic Plan, with the stated goal of continuing to develop Downtown to be a destination for the entire Blue Springs community with a variety of residential housing, diverse dining, entertainment and retail.

The development of a downtown monument sign provides an opportunity to further the

momentum by promoting events on a digital media board anchored on the proposed monument sign. Currently, staff is completing the right-of-way acquisition and working with SFS Architecture to complete the construction documents. The final construction documents are to be completed in early July with bidding of the project to be completed in August with construction to begin after and completed before the end of the year, weather permitting. During this time, staff is working with MoDOT on the permit application required due to the sign being located along a state highway. The application has been submitted and staff is following up on the additional documentation MoDOT is requesting at this time.

Acquiring the General Warranty Deed and Right-of-Way Easement is required to conform to MoDOT requirements and conditions for signage along MO-7 Highway. Staff worked with the property owner to allow for input on the look of the sign and to improve the corner of MO-7 Highway and Main Street. If the City were to decide change the location of a sign at this corner, the right-of-way easement will revert back to the property owner at that time. The cost for obtaining the right-of-way is \$1.00 and improvements to the existing sign located at 704 W. Main Street.

Prior to recording the General Warranty Deed and Right-of-Way Easement with the Jackson County Recorder of Deeds, City Council approval is required to approve the acceptance of the right-of-way easement. Staff will bring the agreement outlining the responsibilities of each party at a later City Council meeting, once the design has been finalized.

## **FINANCIAL IMPACT**

---

<b>INFORMATION</b>	<b>DETAIL</b>
--------------------	---------------

Contractor:	2TWENTY2. LLC
Amount of Request/ Contract:	\$1.00
Amount Budgeted:	\$1,000.00
Budget Year:	FY 2025-26
Funding Source/Account #:	150-00000-530100
Account Balance:	\$278,817.34 Date: 6/4/2026

### **PROJECT TIMELINE**

<b>INFORMATION</b>	<b>DETAIL</b>
Estimated Start Date	June 22, 2026
Estimated End Date	N/A

### **STAFF RECOMMENDATION**

Staff recommends approval.

### **OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: N/A

### **LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Bill with General Warranty Deed and Right-of-Way Easement attached as Exhibit A.

### **REVIEWED BY**

**Requesting Director: Dennis Dovel**

**Legal: James Newell**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**



**AN ORDINANCE ACCEPTING GENERAL WARRANTY DEED AND RIGHT-OF-WAY  
EASEMENT FROM 2TWENTY2, LLC FOR USE OF A DOWNTOWN PUBLIC  
MONUMENT SIGN AT MO-7 HIGHWAY AND MAIN STREET**

WHEREAS, the City desires to install a Downtown Monument sign at the corner of MO-7 Highway and Main Street; and

WHEREAS, the City identified "Downtown Revitalization" as a Strategic Priority Area for the City's 2025–2030 Strategic Plan, with the stated goal of continuing to develop Downtown to be a destination for the entire Blue Springs community with a variety of residential housing opportunities and diverse dining, entertainment, and retail; and

WHEREAS, there has been a desire by residents, businesses and City officials to have a permanent downtown sign presence; and

WHEREAS, the staff reached out to the property owner of 2TWENTY2, LLC to develop a mutually agreeable option to install the sign on the property located at 704 W Main Street; and

WHEREAS, the right-of-way easement is required to facilitate the construction of the downtown monument sign; and

WHEREAS, staff recommends the acceptance of the General Warranty Deed and Right-of-Way Easement from 2TWENTY2, LLC, 704 W. Main Street for the installation of a Downtown Sign in the amount of \$1.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE

SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to make and accept the General Warranty Deed and Right-of-Way Easement (attached hereto as Exhibit A) from 2TWENTY2, LLC for property located at 704 W. Main Street, Blue Springs, MO 64015 for the installation of a downtown monument sign.

Section 2. The City Administrator is hereby authorized to take any and all actions necessary to accept the General Warranty Deed and Right-of-Way Easement.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15<sup>th</sup> day of June 2026.

CITY OF BLUE SPRINGS

---

Chris Lievsay, Mayor

ATTEST:

---

Erin Ford, City Clerk

1st Reading: \_\_\_\_\_

2nd Reading: \_\_\_\_\_

ROUTE: Main Street  
COUNTY: Jackson  
PROJECT: Downtown Main Street Sign  
PARCEL: 62

### GENERAL WARRANTY DEED

1. **PARTIES:** THIS AGREEMENT, made this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, by and between 2TWENTY2, LLC, a Missouri Limited Liability Company of the County of Jackson, State of Missouri, Grantors, and the City of Blue Springs, State of Missouri, Grantee.

GRANTOR'S SITE ADDRESS: 704 W Main Street, Blue Springs, MO 64029

GRANTOR'S MAILING ADDRESS: 7800 S Cook Road, Blue Springs, MO 64029

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, MO 64015

2. **CONSIDERATION:** Grantors, in consideration of the sum of ONE AND NO/100<sup>TH</sup> DOLLARS (\$ 1.00 ) to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does/do hereby grant, bargain and sell, convey and confirm fee simple title in the property described in this deed.

3. **PROPERTY DESCRIPTION:** Grantors convey to the City of Blue Springs the following described real estate and interests in real estate in the City of Blue

Springs, State of Missouri:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes, said tract of land to be conveyed as right-of-way.

Subject to any and all easements, restrictions, conditions, etc. of record.

4. **RIGHTS OF GRANTEE:** Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to the Grantors, their successors and assigns forever.

5. **WARRANTY:** Grantors hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantors covenant that they have good right to convey the property. Grantors covenant that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Blue Springs and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

The land is to be used for said sign solely and will convert back to original ownership should the sign cease to exist or upon termination of the agreement.

6. **DATE:** IN WITNESS WHEREOF, the said Grantors executed the above the day and year first above written.

By: Kimberly G Compton

Registered Agent, Print Name

Kimberly G Compton, Grantor

Compton, Kimberly G., Registered Agent

**ACKNOWLEDGEMENT**

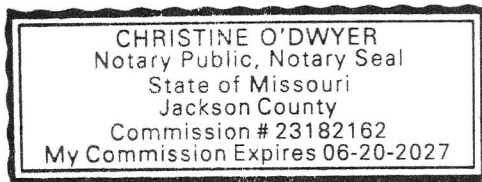
STATE OF MISSOURI )

)ss.

COUNTY OF Jackson )

On this 21 day of April, 2026, before me appeared Kim Compton, to me personally known, who being by me duly sworn, did say he/she is Managing Member of 2 TWENTY 2, LLC and that said instrument was signed in behalf of said Limited Liability Company, and said Managing Member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

*IN TESTIMONY WHEREOF*, I have herewith set my hand and affixed my official seal the day and year first above written.



Christine O'Dwyer

Notary Public

My Commission expires 06-20-2027

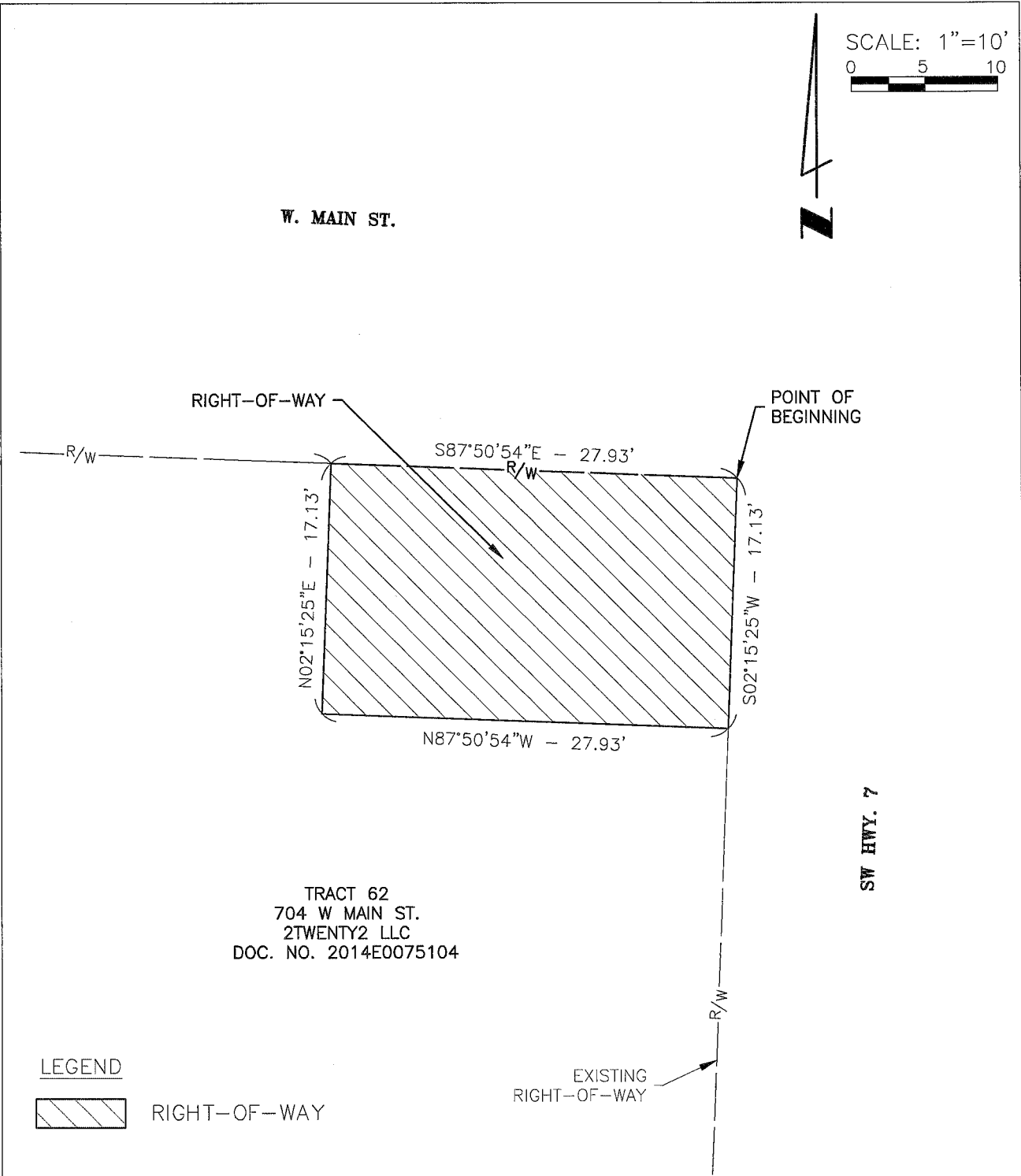
## EXHIBIT A

### NEW-RIGHT-OF-WAY

Part of a tract of land as described in Document No. 2014E0075104 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence  $S86^{\circ}51'46''E$  2,267.65 feet to the centerline of W. Main Street; thence leaving said centerline  $S02^{\circ}09'24''W$  35.66 feet to a point at the intersection of the existing south right-of-way of W. Main Street and the existing west right-of-way of SW Highway 7, said point being the point of beginning of the tract of land herein described; thence along said existing west right-of-way of SW Highway 7  $S02^{\circ}15'25''W$  17.13 feet; thence leaving said existing west right-of-way  $N87^{\circ}50'54''W$

27.93 feet; thence  $N02^{\circ}15'25''E$  17.13 feet to the existing south right-of-way of W. Main Street; thence along said existing south right-of-way  $S87^{\circ}50'54''E$  27.93 feet to the point of beginning containing 480 square feet, the location of which is shown graphically on the attached Exhibit "B".



**EXHIBIT "B"**

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2014E0075104  
SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST  
JACKSON COUNTY, MISSOURI



# BLUE SPRINGS MISSOURI

## CITY COUNCIL INFORMATION FORM

---

**DATE SUBMITTED:** May 14, 2026

**ITEM TYPE:** Ordinance

**SUBMITTED BY:** Bob Muenz

**CONTRACT NUMBER:**

**DEPARTMENT:** Police Department

**STRATEGIC PLAN PRIORITY:** Community Safety

### ITEM DESCRIPTION

---

Passage of a Bill approving a contract in the amount of \$189,413.00 with the Blue Springs R-IV School District (BSSD) for police officers at BSSD schools and dispatching services for the 2026-2027 school year.

### BACKGROUND

---

Staff is recommending approval of a contract with the Blue Springs R-IV School District to place School Resource Officers (SROs) at each of the two High Schools within the Blue Springs City limits. This contract funds the salary for the High School Officers during the nine-month school year as well as the partial salaries of two IMPACT Officers. This agreement also includes dispatching services for the BSSD police department. This is a continuation of a contract that has been in place for several years and continues the partnership between the Blue Springs Police Department and Blue Springs R-IV School District.

## FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Blue Springs R-IV School District
Amount of Request/ Contract:	\$ 189,413.00
Amount Budgeted:	\$ 189,413.00
Budget Year:	FY 2026-27
Funding Source/Account #:	Multiple Payroll Accounts
Account Balance:	N/A Date: 5/19/2026
Revenue to be Received:	\$ 189,413
Revenue Account No.	100-20050-434720 R-IV School

## PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 1, 2026
Estimated End Date	May 26, 2027
Years and Months Contract in effect	9 months
Number of times renewable	0

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with agreement attached as Exhibit A.

**REVIEWED BY**

**Requesting Director: Bob Muenz**

**Legal: Jennifer Baird**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**

**SUPPORTING DOCUMENTS**

<b>Document</b>	<b>Required</b>	<b>If not required, explain</b>
Certificate of Insurance:	N/A	
E-Verify:	N/A	
Bond:	N/A	
IRS Form W-9	N/A	Finance Review: N/A
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	N/A	
Contractor address and email:	Yes	Chief Mike Russell Department of Public Safety Paul J. Consiglio Education Center / Blue Springs School District 1501 NW Jefferson St. Blue Springs, MO 64015 MRussell@BSSD.NET
Project Exemption Certificate needed:	N/A	

Introduced by Councilmember \_\_\_\_\_

BILL NO. 5407

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS  
AND THE BLUE SPRINGS R-IV SCHOOL DISTRICT FOR POLICE OFFICERS AT THE  
SCHOOLS AND DISPATCHING SERVICES FOR THE 2026-2027 SCHOOL YEAR**

WHEREAS, the City of Blue Springs has a Community Services Bureau within the Police Department dedicated to all youth under the age of eighteen years old or students enrolled in the Blue Springs R-IV School District (BSSD); and

WHEREAS, the Community Services Bureau outreach programs are designed to help youth understand healthy lifestyle choices with issues including tobacco, alcohol and other dangerous drugs as well as crime, violence and safety issues; and

WHEREAS, Officers will work with school administrators in providing alcohol and drug education, maintain a peaceful school environment, and gathering information directly related to potential problems resulting in criminal activity potentially endangering lives of students and staff; and

WHEREAS, the Police Department has a communications center that can provide dispatching services to the Blue Springs R-IV School District Police Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a contract between the City of Blue Springs and the Blue Springs R-IV School District for police officers in the Blue Springs Schools in the amount of \$189,413.00. A copy of the Contract is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all necessary tasks to implement said contract.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. Clerical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15<sup>th</sup> day of June 2026.

CITY OF BLUE SPRINGS

\_\_\_\_\_  
Chris Lievsay, Mayor

ATTEST:

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

1st Reading: \_\_\_\_\_

2nd Reading: \_\_\_\_\_

## EXHIBIT A

### AN AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS, MISSOURI AND REORGANIZED SCHOOL DISTRICT NO. IV OF JACKSON COUNTY, MISSOURI, d/b/a THE BLUE SPRINGS R-IV SCHOOL DISTRICT FOR THE 2026-2027 SCHOOL YEAR

#### Purpose

This Agreement will establish the procedures and operating conditions between the Blue Springs Police Department (BSPD) and the Reorganized School District No. IV of Jackson County d/b/a Blue Springs R-IV School District (BSSD) for the provision of BSPD officers to work in BSSD schools.

#### General

This Agreement by and between the City of Blue Springs, Missouri, a Municipal Corporation (City), and the Reorganized School District No. IV of Jackson County d/b/a Blue Springs R-IV School District, a political subdivision of the State of Missouri (BSSD), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

- 1) This Agreement will be in effect for the 2026-2027 school year.
- 2) Either party, upon sixty (60) days' prior written notice, may terminate this Agreement without cause.
- 3) Both parties will review this Agreement during the summer months each year to ensure it is up-to-date and remains in the best interest of both. Both parties may offer ideas for changes and updates to this Agreement. Any changes proposed by either party shall not be effective unless agreed upon in writing by the parties.
- 4) The City shall have the status of an Independent Contractor for the purposes of this Agreement. The police officers assigned to Blue Springs schools remain the employees of the City and shall be subject to its control and supervision while working in the school system and during after-school events. However, BSPD officers shall cooperate and communicate with school officials, administrators, staff members, students, and parents to provide a safe school environment.
- 5) This Agreement applies to only the schools lying within the jurisdictional boundaries of the City of Blue Springs, apart from the four BSSD elementary schools located within Independence and Lee's Summit for the purpose of providing IMPACT Education and dispatching services.
- 6) Each entity is responsible for the supervision and actions of their own officers.
- 7) The City agrees, to the extent allowed by law, to indemnify and hold BSSD harmless from and against any and all claims, causes of actions, suits, proceedings, liabilities, damages, losses, costs and expenses (including attorneys' and experts' fees) asserted by any person or persons related to or resulting from injuries or damages suffered based on any negligent act or omission by the City while performing services pursuant to this Agreement, but only to the extent of the injuries or damages caused by said act or omission.
- 8) BSSD agrees, to the extent allowed by law, to indemnify and hold the City harmless from and against any and all claims, causes of actions, suits, proceedings, liabilities, damages, losses, costs and expenses (including attorneys' and experts' fees) asserted by any person or persons related to or resulting from

injuries or damages suffered based on any negligent act or omission by BSSD while the City is performing services pursuant to this Agreement, but only to the extent of the injuries or damages caused by said act or omission.

9) BSPD officers assigned to BSSD schools under this agreement will abide by school board policy, if there is a conflict between BSPD policy and School Board Policy, BSPD policy will prevail for the BSPD officer.

### **Responsibilities**

#### **Blue Springs R-IV School District:**

- 1) The lead principal of the school where a BSPD officer is assigned will ensure that the officer receives the necessary instruction to perform police duties at that school. At a minimum, this instruction will include introductions to key personnel, layout of the premises, security systems and procedures, problem areas related to the officer's duties, reporting and record-keeping requirements, other requested duties specific to that school, and issuance of necessary school-purchased equipment, keys, passwords, or documents.
- 2) The lead principal of the school where a BSPD officer is assigned will ensure the officer has a suitable space for conducting interviews, writing reports, or securing equipment. At a minimum, the space will be equipped with an adequate desk, chairs, filing cabinets, a telephone, electrical outlets, and lighting. The space must have a door that can be closed and locked to allow the officer to conduct interviews, telephone calls, or meetings in private, or to secure equipment. Additionally, the office should be equipped with a BSSD computer with Internet access for the officer's use.

#### **Blue Springs Police Department:**

- 1) The BSPD will respond to both emergency and non-emergency calls for service at the assigned school locations within the jurisdictional boundaries of the City of Blue Springs. The BSPD will also write all police reports associated with these types of calls.
- 2) The BSPD will provide standard officer uniforms and police department equipment to BSPD officers assigned to work in BSSD schools.
- 3) The School District Police Officers are permitted to transmit on BSPD police frequencies so they can communicate with the BSPD, whenever necessary. School District Police Officers will use radio numbers assigned to them by BSPD when transmitting on a BSPD frequency. The BSPD retains the right to revoke this authorization from individuals who abuse this privilege.
- 4) Two officers from the BSPD Community Services Bureau (CSB) will be assigned to work as High School Resource Officers. These officers will work in high schools within the city limits of Blue Springs (BSHS and BSSHS) and will provide services including, but not limited to, dealing with criminal matters and writing police reports. They will also provide classroom instruction and mentoring services and can be used as a resource for BSSD students, faculty, and parents, as availability permits. These officers will work with school officials to help provide a safe school environment and perform other lawful services as requested.

It is the intent of the BSPD that these officers will work in these schools five days a week for a total of 170 days. However, coverage may be less dependent on personnel resources available at the time, grant considerations, and any other

unforeseen circumstances. A maximum of 10 school days may be missed between the two officers at the Blue Springs high school locations without consequence under this Agreement. On the 11<sup>th</sup> day of absence without coverage from an assigned BSPD officer at one of the high schools, the sum of \$513.09 will be deducted from the BSSD payment obligation. This deduction will occur for every subsequent officer absence at a high school for the remainder of the contract year.

- 5) One or more officers from the BSPD CSB may be assigned, at the discretion of the Chief of Police, to work as IMPACT Education Officer(s) for the BSSD in elementary schools within the city limits of Blue Springs and those located in Independence and Lee's Summit. This service is partially funded by COMBAT and the City of Blue Springs. The availability of this service will depend on the personnel resources available at the time, grant considerations, and other unforeseen circumstances.
- 6) A Sergeant of the BSPD CSB will be assigned to supervise the BSPD School Resource Officers and IMPACT Officers.
- 7) BSPD will provide dispatching services to the BSSD Department of Public Safety (DPS) to include monitoring and answering radio traffic, making, or taking phone calls, and logging activity of the officers within the computer aided dispatch (CAD) system. The BSPD will provide one dedicated dispatcher Monday through Friday for this service. The BSPD will provide employment fringe benefits above base salary, training, uniforms, supervision, and other ancillary items as needed for the position.
- 8) BSPD Officers assigned to BSSD schools remain employees of the City and will operate under the current Standard Operating Procedures of the BSPD.
- 9) DPS Officers will remain employees of the BSSD and will operate under School Board Policy and departmental handbook/General Orders of the BSSD.
- 10) Unusual public safety emergencies and/or situations may create the need for temporary assignment changes. The BSPD reserves the right to change staffing assignments. If time allows, such decisions will be made with input from BSSD personnel, and every effort will be made to minimize interruptions to the School District.

### **Financial Agreement**

- 1) In consideration of the costs of the assignment of police officers to work in BSSD schools, provide dispatching services, and provide IMPACT education to two elementaries in Independence and Lee's Summit, the BSSD will pay the City \$189,413.00 for the 2026-2027 school year.
- 2) In January 2027, the City's Finance Department will send the BSSD's Finance Department an invoice for \$94,706.50 and another invoice of \$94,706.50 for the balance in June 2027. The BSSD will remit this amount to the City's Finance Department within 30 days of the date on the invoice.

### **Absences**

- 1) BSPD officers are required by the State of Missouri and BSPD to receive minimum amounts of training throughout the year to remain certified as commissioned officers. Additionally, other training is necessary to ensure these officers' skills remain effective.

- 2) BSPD officers assigned as BSSD School Resource Officers will be responsible for notifying both their BSPD supervisor and BSSD principal(s) as far in advance as possible when they must leave or be absent from the school grounds.
- 3) Planned absences by a BSPD officer assigned to a BSSD school may be covered by the temporary assignment of another BSPD officer, at the discretion of the Chief of Police, and will not count as an officer absence day under this Agreement. In some instances, temporary assignment of a BSPD officer may not be possible due to all available BSPD officers either working Road Patrol, attending required training, or other in the case of other unforeseen circumstances. In these instances, the BSPD officer assigned to a BSSD school shall attempt to arrange temporary coverage at their school by the School District Police. These instances will count toward the absence days mentioned above in paragraph 4 of this Agreement.
- 4) Absences of less than 2 hours need not be covered and will not count towards absence days.
- 5) Unplanned absences, including but not limited to illness, death, family problems, or injury are beyond the control of the BSPD. Unexpected absences may not be filled and will be counted toward absence days.

#### **Miscellaneous Provisions**

- 1) **Force Majeure.** If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.
- 2) **Disputes.** Any controversy or claim arising out of or relating to this Agreement or any breach thereof, shall be settled by informal mediation with the parties subject to this Agreement. If any controversy cannot be resolved through informal mediation, any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue both parties expressly agree. The prevailing party in any such action shall be entitled to recover attorney's fees and court costs from the non-prevailing party.
- 3) **Drugs and Alcohol.** BSPD shall enforce the BSSD's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by BSPD's officers.
- 4) **Federal Work Authorization Program.** Prior to commencement of any work contemplated under this Agreement, BSPD shall provide to the BSSD a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by

the United States Department of Homeland Security and the Social Security Administration, or any successor program. BSPD shall also provide BSSD a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. BSSD shall provide this same documentation to BSPD if requested to do so.

- 5) **No Boycott of Israel.** By signing this Agreement, both parties certify that they are not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 6) **Entire Agreement.** This Agreement is the entire Agreement between BSPD and BSSD and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
- 7) **Modification.** Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.
- 8) **Binding Effect.** The obligations, covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.
- 9) **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining provisions and parts of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day and year first above written.

CITY OF BLUE SPRINGS, MISSOURI,

REORGANIZED SCHOOL DISTRICT  
NO. IV OF JACKSON COUNTY,  
MISSOURI, d/b/a THE BLUE  
SPRINGS R-IV SCHOOL DISTRICT

\_\_\_\_\_  
Christine Cates, City Administrator

  
\_\_\_\_\_  
Assistant Superintendent Administration

  
\_\_\_\_\_  
Assistant Superintendent Business Services

ATTEST:

Approved as to form:

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

/s/ Jennifer Baird  
\_\_\_\_\_  
Jennifer Baird, City Attorney