CITY COUNCIL MEETING
October 21, 2024 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

The meeting can be viewed live on the City's website at
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 Multipurpose Room. After completion, the form is to be given to the City Clerk prior to the start of the Council meeting.

Invocation and 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 September 30, 2024 City Council Work Session, October 4, 2024 Special City Council Meeting and October 7, 2024 City Council meeting
   b. Resolution No. 81-2024 approving an Amendment to Contract #2024-079 for the Speas Drive Storm Project
   c. Resolution No. 82-2024 accepting certain public assets of Eagles Creek of Blue Springs 1st Plat
   d. Resolution No. 83-2024 accepting certain public assets of Hoot Owl Acres
   e. Resolution No. 84-2024 accepting certain public assets of SWIG
   f. Resolution No. 85-2024 accepting certain public assets of The Four Pillars 5th Plat
   g. Resolution No. 86-2024 accepting certain public assets of Willow Creek Estates
   h. Resolution No. 87-2024 approving a contract with Berry, Dunn, McNeil & Parker LLC. to conduct a City-wide Strategic Planning Process.
   i. Resolution No. 88-2024 approving a contract with SAK Construction, LLC, for sanitary and storm sewer system maintenance and rehabilitation
   j. Resolution No. 89-2024 appointing a Charter Review Commission

4. Public Hearing – Home Depot – Conditional Use Permit (CUP-08-24-9283) – **To**

be continued to November 18

5. Public Hearing – The Links – Rezoning and Planned Development Concept Plan (RZ-08-24-9287 and PDC-08-24-9288) - **To be continued to November 4**

6. Public Hearing – BPOE Elks Lodge – Rezoning and Planned Development Concept Plan (RZ-08-24-9290 and PDC-08-24-9291)

7. Introduction and readings of Bill No. 5269 approving a Rezoning and Planned Development Concept Plan for BPOE Elks Lodge (RZ-08-24-9290 and PDC-08-24-9291)

8. Introduction and readings of Bill No. 5270 approving a Subaward Agreement for the Jackson County Drug Task Force

9. Presentation – On-Call Consulting Services

10. Resolution No. 90-2024 approving an On-Call Consulting Services Contract with Cochran and two Task Orders

11. Presentation – Lead Service Line Inventory

12. Visitors

13. Councilmember Comments

14. Mayoral Announcements

15. Adjourn

Miscellaneous Items

Public Safety Citizens Advisory Board Meeting – Tuesday, October 22, 6:00 PM
Main Center Redevelopment Corporation Board – Thursday, October 24, 9:30 AM
Planning Commission Meeting – Monday, October 28, 6:30 PM
City Council Meeting – Tuesday, November 4, 6:00 PM
Parks Commission Meeting – Tuesday, November 5, 6:00 PM
Veterans Day – **City Offices Closed –** Monday, November 11
Planning Commission Meeting – Tuesday, November 12 6:30 PM
Public Arts Commission Meeting – Wednesday, November 13, 4:00 PM
Land Bank Meeting – Monday, November 18, 3:00 PM
City Council Meeting – Monday, November 18, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Friday, October 18, 2024.

Erin Ford
City Clerk

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

FROM: Christine Cates
City Administrator

DATE: October 18, 2024

SUBJECT: Agenda Explanations

Item 3b – Amendment to Contract for Speas Drive Storm Project
Adopt a Resolution approving an Amendment to Contract #2024-079 with Quality Plumbing, Inc. in the amount of $135,768.50 for the Speas Drive Storm Project. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 3c, 3d, 3e, 3f and 3g – Public Infrastructure Dedication
Adopt Resolutions accepting certain public assets for Eagles Creek of Blue Springs 1st Plat, Hoot Owl Acres, SWIG, The Four Pillars 5th Plat and Willow Creek Estates. Refer to Council Information Form from Assistant Director of Public Works Adam Hilgedick for additional information.

Item 3h – Contract for Strategic Planning Services
Adopt a Resolution approving a contract in the amount of $122,300.00 with Berry, Dunn, McNeil & Parker LLC. to conduct a City-wide Strategic Planning Process. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3i – Contract for Sanitary and Storm Sewer System Maintenance and Rehabilitation
Adopt a Resolution approving a contract in the amount of $1,155,000 per fiscal year with SAK Construction, LLC, for sanitary and storm sewer system maintenance and rehabilitation. This project is approved as CIP SAN-07 for Citywide Maintenance and CIP STM-06 for Stormwater Maintenance. Refer to Council Information Form from Public Works Superintendent Nathan Lea for additional information.

Item 3j – Appointment of Charter Review Commission
Adopt a Resolution appointing a Charter Review Commission pursuant to Blue Springs Home Rule Charter Section 12.8 – Charter Review Commission, to recommend to the voters of the City proposed amendments to this Charter. The members of the Charter Review Commission shall be selected as provided by the City Council. Refer to Council Information Form from Assistant to the City Administrator Sheryl Morgan for additional information.

Item 4 – Home Depot Conditional Use Permit – **(request for continuance by applicant)**
The Applicant, Katie Fitzjarrald of Kimley-Horn and Associates, on behalf of the property owner, The Home Depot, Inc, is requesting the public hearing for a Conditional Use Permit (CUP-08-24-

9283) be continued to the November 18, 2024 City Council meeting. A motion to continue is in order.

Item 5 – The Links Rezoning and Planned Development Concept Plan **(request for continuance by applicant)**
The Applicant, Chad Risinger on behalf of the property owner, Bellington/Smith/Bellington Estates is requesting the public hearing for consideration of a Rezoning and Planned Development Concept Plan (RZ-08-24-9287/ PDC-08-24-9288) be continued to the November 04, 2024 City Council Meeting. A motion to continue is in order.

Items 6 & 7 – BPOE Elks Lodge Rezoning and Planned Development Concept Plan
A public hearing is being held at the request of the Applicant, Dana Duckworth, on behalf of BPOE Elks Lodge, for consideration to approve a Rezoning (RZ-08-24-9290) of 3.84 +/- acres of property from "RE" (Residential Estate) to "PD" (Planned Development) and approve a Planned Development Concept Plan (PDC-08-24-9291) to allow for the existing private club, accessory residential dwelling, accessory recreational vehicle parking, and all permitted uses within the "SO" (Service Office) zoning district. The subject property is addressed 200 NE Brizendine Road is generally located north of 40 Highway and west of the Adams Pointe Golf Club. Upon conclusion of the public hearing a Bill rezoning 200 NE Brizendine Rd and approving the Planned Development Concept Plan will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 8 – Subaward Agreement for the Jackson County Drug Task Force
Passage of a Bill approving a Subaward Agreement for the Jackson County Drug Task Force for the 2023 Edward Byrne Memorial Justice Assistance Grant. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Items 9 & 10 – Presentation – On-Call Consulting Services
David Christensen, PE, Vice President of SC Engineering, LLC dba Cochran, will give a presentation on services provided by Cochran, as well as a proposal for the 2025 Paving Project, specifically the Neighborhood Street Preservation Program. After the presentation, a motion will be in order to adopt a Resolution approving an On-Call Consulting Services Contract and Task Orders #1 and #2 with CS Engineering, LLC dba Cochran. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 11 – Presentation – Lead Service Line Inventory
David Carani of HDR Inc. will present information on the Lead Service Line Inventory. Refer to Council Information Form from Public Works Superintendent Nate Lea for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL WORK SESSION
September 30, 2024

A Work Session of the City Council of the City of Blue Springs, Missouri, was held on Monday, September 30, 2024, 6:00 p.m. in the Administrative Training Room of the Blue Springs City Hall, 903 W. Main Street with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen - ABSENT
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, Assistant City Administrator Dennis Dovel, Assistant to the City Administrator Sheryl Morgan, Director of City Development Mike Mallon, Director of Public Works Tom Degenhardt and Parks and Recreation Director Justin Stuart.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

DOWNTOWN IMPLEMENTATION – CENTRAL PARK

Parks and Recreation Director Justin Stuart presented information regarding Central Park design and cost estimates. A copy of the presentation is attached to these Minutes and incorporated herein. Staff recommendations to make a phased approach and have a passive recreational amenity, specifically: Trail Development could be completed in FY 2025-26 or sooner, Shelter House by FY 2026-27 or sooner, and Playground by FY 2027-28 or sooner. Council discussed feedback on the proposed plans and anticipated costs.

Council directed staff to work with architect to develop a plan for a phased approach for:

- Small restroom near depot
- Small playground
- Shelter for eating areas
- Walking trail without a boardwalk around pond (concern for railroad track); trail does not necessarily need to make a complete loop around the pond due to narrow property line on east side between pond and neighboring houses.
- Solar charging station
- Screening or fence for adjacent property owners
- Leaving community garden in place

Staff anticipates a plan within six months and funding could be added to the CIP for next year.

BOARD AND COMMISSION DISCUSSION

Mayor Lievsay presented information and Council provided direction regarding the following:

- **Downtown Review Board** After discussion, Council directed staff prepare a Code amendment to eliminate the Downtown Review Board.

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- **Economic Development Council** After discussion, no direction to change the scope or membership was given by Council.
- **Solid Waste Management Commission** After discussion, Council directed staff to broaden the scope for the commission to include solar, environmental sustainability (MML), and recycling. Staff will research whether a citizen-advisory commission is required by MARC.
- **Historic Preservation Commission** After discussion, Council directed staff to amend the Municipal Code to redefine the role of the Historic Preservation Commission to focus on the preservation of historic structures. Considering a plan to grade the structures in the District and outline requirements for approvals above a certain grade. The Historic Preservation Commission should review all changes needed to the three historic buildings in the community.
- **Transportation/Infrastructure Commission** After discussion, Council directed staff to create commission to track funding and priorities.
- **Human Relations Commission – Wellness Commission** Mayor Lievsay discussed changing the Human Relations Commission to a Wellness Commission, similar to Lee's Summit. The new Commission would focus on mental and physical health, and social services in general. The Council did not provide direction for further action on this Commission.
- **Rules of Procedure and Code Establishing Boards** After discussion relating to Attendance and Residency Requirements, Council directed staff to not make any edits to the Rules of Procedure or the Municipal Code establishing Boards and Commissions. However, a Board may have non-voting advisory members that would not be required to be residents, but any voting member would need to be a resident of Blue Springs.

ADJOURN Councilmember Culpepper moved to adjourn and motion seconded by Councilmember Ericson at 7:54 p.m., there was no further business to come before the Council, Mayor Lievsay declared the meeting adjourned.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Sheryl Morgan
Assistant to the City Administrator

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF SPECIAL CITY COUNCIL MEETING
OCTOBER 4, 2024

A Special Meeting of the City Council of the City of Blue Springs, Missouri, was held on Friday, October 4, 2024, at 3:00 p.m. in the City Hall Training Room 210, 903 W Main St. with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen - ABSENT
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

CLOSED SESSION

At 3:00 p.m., Councilmember Ericson moved for the Council go into closed session pursuant to Sections 610.021 (2) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Real Estate and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Edmondson and carried with the following votes:

Kaylor – Aye
Tholen – ABSENT
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Mayor Lievsay - Aye

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Sheryl Morgan
Assistant to the City Administrator

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CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
October 7, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, October 7, 2024, 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.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor	Galen Ericson
Katie Tholen - ABSENT	Kent Edmondson
Ron Fowler	Susan Culpepper

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

INVOCATION AND PLEDGE

Pastor Ryan Hochgrebe with Timothy Lutheran gave the invocation and Councilmember Kaylor 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.

CONSENT AGENDA

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

- Minutes of the September 18, 2024 City Council Meeting.
- **Resolution No. 75-2024** approving a contract with Tandem Paving Co., Inc in the amount of $447,324 for trail paving improvements at Keystone Park, Adams Dairy Parkway Trail, Moreland School Road Trail, Coronado Trail and sealcoating 36,840 sq yd of trail.
- **Resolution No. 76-2024** approving a contract with Mid-America Golf and Landscape, Inc dba Mid-America Sports Construction for the installation of synthetic turf and net backstops on nine softball infields at Hidden Valley Park in the amount of $2,934,943.00.
- **Resolution No. 77-2024** approving the disposition of Information Technology and Public Works departments 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.
- Board and Commission Appointments
  A list of Mayoral appointments to the City's boards and Commissions is as follows:
  <u>Main Center Redevelopment Corporation:</u>
  New appointment: Trevor Goodwin (term expiring 5/1/2025)
  <u>Public Safety Citizens Advisory Board:</u>
  New appointment: A'Mya Criglar, non-voting student liaison (term expiring 8/31/2025)
- **Resolution No. 78-2024** approving and disclosing the intent to use the Construction Manager at Risk delivery method for the Blue

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Springs Public Works Operation Building Renovation and Expansion project.

- **Resolution No. 79-2024** approving a contract in the amount of $413,219.85 with Genesis Environmental Solutions, Inc. for construction services to replace the cross-road box culvert on Sunnyside School Road near SE 2nd and US 40 Highway. The Sunnyside School Road Culvert Improvements, Project 24-07-01 is approved as CIP ST-42 and will be completed utilizing American Rescue Plan Act (ARPA) funding.
- **Resolution No. 80-2024** approving an amendment to Contract No. 2024-049 in the amount of $114,650.00 with SheDigs It, L.L.C. for Drainage Improvements, NW Highway 7 and NW Vesper Street, Project 24-01-02. This amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances.

The Consent Agenda was approved with the following vote:

Kaylor – Aye	Edmondson – Aye
Fowler – Aye	Culpepper – Aye
Ericson– Aye	Tholen – ABSENT
	Mayor Lievsay – Aye

PUBLIC HEARING – IRONWOOD REZONING (RZ-08-24-9256) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-08-24-9257)

Mayor Lievsay opened the Public Hearing to consider a rezoning from Agriculture – County to Planned Development – Residential/Adams Dairy Parkway-Overlay and approval of a Planned Development Concept Plan for Ironwood to allow for the development of 134 single-family lots, 90 duplex lots, and twelve tracts located north and south of 40 Highway and east of the Adams Pointe Golf Club at 6:03 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered two exhibits into the record.

STAFF REPORT

Development Review Manager Dave McCumber reviewed the details of the proposed Rezoning and Planned Development Concept Plan and addressed questions from the Council.

APPLICANT

Applicant Shawn Woods with Ashlar Homes was present and addressed questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:47 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5265 – IRONWOOD REZONING (RZ-08-24-9256) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-08-24-9257)

Councilmember Culpepper introduced Bill No. 5265 approving a rezoning from Agriculture – County to Planned Development – Residential/Adams Dairy Parkway-Overlay and approval of a Planned Development Concept Plan for Ironwood to allow for the development of 134 single-family lots, 90 duplex lots, and twelve tracts located north and south of 40 Highway and east of the Adams Pointe Golf Club. City Clerk Erin Ford made the first reading of Bill No. 5265 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5265 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor.

MOTION TO AMEND

Councilmember Fowler moved to amend Bill No. 5265 in Section 3 to include a fourth condition that the developer shall construct a stream crossing shown in phase three or put up a cash bond at the time of construction of the public improvements in phase two and prior to recording of the final plat for phase two. Motion seconded by Councilmember Kaylor and carried unanimously.

VOTE ON 1ST READING OF BILL NO. 5265, AS AMENDED

The first reading of Bill No. 5265, as amended, was approved unanimously.

2ND READING – BILL NO. 5265, AS AMENDED

Ms. Ford made the second reading of Bill No. 5265, as amended, by title. Councilmember Edmondson moved to adopt Bill No. 5265, as amended, upon its second reading and give it **ORDINANCE NO. 5371,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – ABSENT
Mayor Lievsay – Aye

PUBLIC HEARING – PS PROPERTY SERVICES CONDITIONAL USE PERMIT (CUP-08-24-9259)

Mayor Lievsay opened the Public Hearing to consider a Conditional Use Permit with Alternative Development Standards allowing the Construction and Building Contractor land use on a 0.44 +/- acre property generally located at the NW corner of NW 10th and Vesper streets at 6:57 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Associate Planner Christopher Willis reviewed the details of the proposed Conditional Use Permit and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 7:00 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5266 – PS PROPERTY SERVICES CONDITIONAL USE PERMIT (CUP-08-24-9259)

Councilmember Culpepper introduced Bill No. 5266 approving a Conditional Use Permit with Alternative Development Standards allowing the Construction and Building Contractor land use on a 0.44 +/- acre property generally located at the NW corner of NW 10th and Vesper streets. City Clerk Erin Ford made the first reading of Bill No. 5266 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5266 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5266

Ms. Ford made the second reading of Bill No. 5266 by title. Councilmember Edmondson moved to adopt Bill No. 5266 upon its second reading and give it **ORDINANCE NO. 5372,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Kaylor and carried with the following vote:

Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Fowler – Aye
Tholen – ABSENT
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5267 – WEATHERSTONE BUSINESS PARK BUMP CITY FINAL PLAT (PF-08-24-9262)

Councilmember Culpepper introduced Bill No. 5267 approving a Final Plat for the Weatherstone Business Park 3rd Plat – Lot 1, located at 1101 and 1001 NE Jefferson Street for the Bump City addition. City Clerk Erin Ford made the first reading of Bill No. 5267 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5267 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5267

Ms. Ford made the second reading of Bill No. 5267 by title. Councilmember Edmondson moved to adopt Bill No. 5267 upon its second reading and give it **ORDINANCE NO. 5373** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Fowler and carried with the following vote:

Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Fowler – Aye
Ericson – Aye
Tholen – ABSENT
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5268 – CODE AMENDMENT REGARDING HELMETS

Councilmember Culpepper introduced Bill No. 5268 adding Section 340.100 of the Code of Ordinances for motorcycle operators not requiring protective headgear when the operator or passenger is 26 years of age or older with proof of insurance coverage. City Clerk Erin Ford made the first reading of Bill No. 5268 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5268 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5268

Ms. Ford made the second reading of Bill No. 5268 by title. Councilmember Edmondson moved to adopt Bill No. 5268 upon its second reading and give it **ORDINANCE NO. 5374** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

Culpepper – Aye
Kaylor – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Tholen – ABSENT
Mayor Lievsay – Aye

COUNCIL COMMENTS

Councilmember Culpepper: Commented on safety concerns regarding driving golf carts on City streets. Please keep North Carolina and Florida in thoughts and prayers after being impacted by Hurricane Helene and in the path of incoming Hurricane Milton.

Councilmember Edmondson: Complimented Police Department for successful and well-organized National Night Out.

Councilmember Fowler: Shared public safety issue regarding minor drivers of all terrain vehicles.. Suggested Ironwood/Ashlar Homes consider deeding southern greenspace to a different entity.

MAYORAL ANNOUNCEMENTS

- Welcome to Economic Development Manager Josh Alexander.
- October is Domestic Violence Awareness month and the City will be presenting a Proclamation to Hope House.
- Blue Springs Citizen of the Year, Bobby Hines, was recently recognized at the Truman Heartland Community Foundation Gala. His non-profit, You Matter Movement, will be hosting an event at Sandy's Restaurant on October 13.
- Parks Department will be hosting second annual Brew to Brew .5k on October 19.

ADJOURNMENT

At 7:11 p.m., there was no further business to come before the Council, Councilmember Ericson moved the meeting be adjourned. Motion seconded by Councilmember Fowler and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 26, 2024 **CONTRACT NO. 2024-079**

SUBMITTED BY: Nathan Lea **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving an Amendment to Contract #2024-079 with Quality Plumbing, Inc. in the amount of $135,768.50 for the Speas Drive Storm Project.

BACKGROUND/JUSTIFICATION

On May 20, 2024, the City of Blue Springs approved Contract #2024-079 with Quality Plumbing, Inc., in the amount of $544,547.46, to remove and replace 575 feet of 36-inch storm line on Speas Drive due to the line failing from damages including, but not limited to, multiple separated joints, washouts, and rusted out bottoms. This project was approved as a Capital Improvement Project (CIP) COVID-19 American Rescue Place Act (ARPA) Strom Project.

After the contract was approved, but before work began, the Public Works Department received a call from another resident in the area of Speas Drive with concerns of a possible failing storm line in their yard. The Department went out to investigate, televised the line, and determined that there was an additional 48-inch line also failing and in similar condition to the 36-inch line that is already contracted to be replaced.

The Department contacted Quality Plumbing to review this additional location and provide a quote to add the necessary repairs to the existing Speas Drive Storm Project. It was determined that 123 feet of 48-inch storm line will need to be removed and replaced in the amount of $120,605.66, and a storm inlet will need to be added to the area in the amount of $15,162.84.

The total for this Amendment will be $135,768.50, bringing the Speas Drive Storm Project to a total of $680,315.96. Completion of the original scope, as well as this additional scope, will ensure that storm water can effectively flow through the storm water infrastructure in this area.

FINANCIAL IMPACT

Contractor:	Quality Plumbing, Inc.
Amount of Request/ Contract:	$135,768.50
Amount Budgeted:	$0
Budget Year:	FY23/24
Funding Source/Account #:	115-00000-545135 Covid19-ARPA
Account Balance:	$140,648.10 Date: 8/30/2024 10/01/2024
Additional Funds Needed:	Budget transfer in progress with finance.
Funding Source/Account #:	N/A
Revenue to be Received:	N/A
Revenue Account No.	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 7, 2024	December 31, 2024
Years and Months Contract in effect	**Number of times renewable**
3 Months	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 with Amendment attached as Exhibit "A."

REVIEWED BY:

Requesting Director: ***Nathan Lea***	Budget: ***Karen Van Winkle***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☒	Wage Order Number: 31
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☐	1731 Howell St. North Kansas City, MO 64116 plumbing@qualityplumbing.com
Project Exemption Certificate needed:	☒	
Other:	☐	N/A

ADOPT A RESOLUTION APPROVING AN AMENDMENT TO CONTRACT #2024-079 IN THE AMOUNT OF $135,768.50 WITH QUALITY PLUMBING, INC. FOR THE SPEAS DRIVE STORM PROJECT

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 Public Works Department entered into a contract on March 7, 2023, with Genesis Environmental Solutions, Inc., J & N Utilities, Inc., Quality Plumbing, Inc., and SHEDIGS IT, LLC for On Call Infrastructure Repair and Replacement; and

WHEREAS, the Public Works Department requested all interested contractors attend a construction meeting for information to bid the Speas Drive Storm Project; and

WHEREAS, two of the four contractors attended the construction meeting, and one of the contractors provided a bid for the project, and Quality Plumbing, Inc. was selected as the winning bid; and

WHEREAS, additional work was discovered to be needed in the area after the project was initially approved; and

WHEREAS, the Department now recommends that the City amend the initial contract #2024-079 to include an additional 123 feet of storm line for $120,605.66 and a storm inlet for $15,162.84, for an amendment total of $135,768.50. This would bring the overall project total to $680,315.96.

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 amend Contract #2024-079 with Quality Plumbing, Inc. for the Speas Dr. Storm Project in the amount of $135,768.50, for a project total of $680,315.96. A copy of the proposed Amendment 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 and amendment.

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 21st day of October 2024.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: October 7, 2024	TERMINATION DATE: December 31, 2024	CONTRACT NUMBER: 2024-079
CITY		**CONTRACTOR**
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**		**Quality Plumbing, Inc.** **1731 Howell St.** **North Kansas City, MO 64116**
Department: Tom Degenhardt		Attention: Austin Richardson
Phone: (816)-228-0195		Phone: (816)-472-4994

AMENDMENT #1 TO CONTRACT NO. 2024-079

THIS AMENDMENT is made and entered into on the 15 of Oct 2024, between City of Blue Springs, Missouri ("City") and Quality Plumbing, Inc. ("Contractor").

WHEREAS, the City entered into a contract with Contractor with an effective date of May 6, 2024, for services generally identified as the Speas Drive Storm Project; and

WHEREAS, the City has requested and/or identified additional services to be performed by Contractor to remove and replace 123 feet of 48-inch storm line, and installing a storm inlet as detailed in the submitted proposals, attached here and incorporated by reference as Attachments 1 and 2, respectively; and

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree to the following:

1. Scope amended as follows: In addition to the previously approved Speas Storm Project, Quality Plumbing, Inc. will remove and replace an existing 48" by 150' storm line and install a new storm inlet.

2. Terms of Original Agreement. All other terms and conditions of the original agreement not modified in this Amendment shall remain in full force and effect and be considered incorporated herein as part of the amended agreement.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date set forth in the caption above.

CONTRACTOR: QUALITY PLUMBING, INC.

By: Josh Barber

Name: Josh Barber

Title: Project Manager

CITY OF BLUE SPRINGS

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer M. Baird

Jennifer Baird, City Attorney

Quality Plumbing, INC.
1731 Howell
North Kansas City, MO 64116
(816) 472-4994

BILL TO
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015 USA

ESTIMATE	ESTIMATE DATE
59340093	Oct 04, 2024

JOB ADDRESS
City of Blue Springs City Hall
903 West Main Street
Blue Springs, MO 64015 USA

Job:

ESTIMATE DETAILS

48in storm (Plumbing Estimate): Thank you for the opportunity to provide a proposal. The following scope of work has been developed through conversations, on-site visits, and our understanding of the project. We propose to furnish the necessary equipment, materials, tools, and labor to accomplish the scope listed below.

❖Overview:
•Quality plumbing will excavate the 48in storm line at the box, we will run it through the houses and will dump in to the creek behind the house. the yard restoration for 1805 and 1809 will be completed by quality plumbing. The fences will need to be removed and temp fencing will be installed in its place, at the completion of the job we will put the fence back according to how it is at the time of the project.

❖Clarifications:
•Material For Installation: HDPE piping, Temp fencing.
•Size Of Line: 48in
•Length Of Installation: 150ft.

❖Proposal Includes the Following:
•Procure order and take delivery of all materials needed for the scope of work.
•Coordinate with personnel and provide a job plan with all safety concerns accounted for.
•Mobilize for assigned work.
•Excavate at the storm box on the south side of Speas.
•Follow line from the box to the ditch removing old piping.
•Install new 48in storm pipe and bed in gravel.
•Backfill with soil from excavation.
•Restore fencing.
•Yard restoration.
•Clean up work area and all related construction debris.
•Coordinate a post construction meeting with personnel to accept work as proposed.

❖Our Proposal Excludes the Following:
•Repairs to the ditch behind housing.

•Replacing Storm Boxes.
•Any problems or issues outside of the scope of work and described above. Any findings will be brought to your immediate attention.

❖Clarifications:
•It is the responsibility of the customer to remove of cover any belongings in the work are prior to Quality Plumbing mobilization.
•If there are repairs needed outside of this scope of work, additional work will be communicated, and if approved, we will document and bill as time and material in addition to the quoted job.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Operator	1.00	$28,624.08	$28,624.08
2	Excavation Laborer	1.00	$40,624.08	$40,624.08
3	Materials for Excavation	1.00	$32,329.94	$32,329.94
4	Fencing	1.00	$9,400.08	$9,400.08
5	Yard Restoration	1.00	$9,627.48	$9,627.48

SUB-TOTAL	$120,605.66
TAX 0%	$0.00
TOTAL	$120,605.66

Sign Here_____ Date_____

APPROVED: Jennifer Baird

Quality Plumbing, INC.
1731 Howell
North Kansas City, MO 64116
(816) 472-4994

BILL TO
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015 USA

ESTIMATE	ESTIMATE DATE
59344022	Oct 04, 2024

JOB ADDRESS
City of Blue Springs City Hall
903 West Main Street
Blue Springs, MO 64015 USA

Job:

ESTIMATE DETAILS

Excavation New Installation (Plumbing Estimate): Thank you for the opportunity to provide a proposal. The following scope of work has been developed through conversations, on-site visits, and our understanding of the project. We propose to furnish the necessary equipment, materials, tools, and labor to accomplish the scope listed below.

❖Overview:
•Quality plumbing will install a storm inlet in the yard of 1800 Speas Dr, this will be an extension of the Speas storm project and will serve as the purpose of catching the water run off of all the yards up stream.

❖Clarifications:
•Material For Installation: Area Inlet
•Size Of Line: 36in.
•Length Of Installation: 10ft.

❖Proposal Includes the Following:
•Procure order and take delivery of all materials needed for the scope of work.
•Coordinate with personnel and provide a job plan with all safety concerns accounted for.
•Mobilize for assigned work.
•Excavate to set storm box.
•Bed base in gravel to prevent settling.
•Install new box and run piping to Storm main.
•Drop in a T.
•Back fill and grade yards accordingly.
•Clean up work area and all related construction debris.
•Coordinate a post construction meeting with personnel to accept work as proposed.

❖Our Proposal Excludes the Following:
•Any bedrock impeding the excavation process will be removed at a hourly rate.
•Any problems or issues outside of the scope of work and described above. Any findings will be brought to your immediate attention.

❖Clarifications:

•It is the responsibility of the customer to remove of cover any belongings in the work are prior to Quality Plumbing mobilization.

•If there are repairs needed outside of this scope of work, additional work will be communicated, and if approved, we will document and bill as time and material in addition to the quoted job.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Operator	1.00	$2,145.00	$2,145.00
2	Excavation Laborer	1.00	$4,480.00	$4,480.00
3	Materials for Excavation	1.00	$8,537.84	$8,537.84

SUB-TOTAL	$15,162.84
TAX 0%	$0.00
TOTAL	$15,162.84

Sign Here_____Date_____

APPROVED: Jennifer Baird

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 23, 2024

SUBMITTED BY: Adam Hilgedick **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt Resolutions accepting certain public assets for Eagles Creek of Blue Springs 1st Plat, Hoot Owl Acres, SWIG, The Four Pillars 5th Plat and Willow Creek Estates.

BACKGROUND/JUSTIFICATION

Public assets, which includes sanitary sewer, storm pipe, water mains, and roadways, must be inspected and certified that they are built per City specifications and standards. Based upon Section 403.050 of the Unified Development Code, the City of Blue Springs Engineering Department staff recommends the acceptance of the assets listed in the attached resolutions. The assets total $3,190,843.80 in value. Upon acceptance, these assets will be maintained and owned by the City.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 22, 2024	Perpetual

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution accepting certain public assets of Eagles Creek of Blue Springs 1st Plat
2. Resolution accepting certain public assets of Hoot Owl Acres
3. Resolution accepting certain public assets of SWIG
4. Resolution accepting certain public assets of The Four Pillars 5th Plat
5. Resolution accepting certain public assets of Willow Creek Estates

REVIEWED BY:

Requesting Director: ***Adam Hilgedick, Assistant Director***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Resolution No. 82-2024

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF EAGLES CREEK OF BLUE SPRINGS 1ST PLAT

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

2,285.28 LF of 8" sanitary pipe valued at $74,205.06
1,764.88 LF of 6" Force Main valued at $51,413.07
2,743.13 LF of streets valued at $1,187,700.85
1,162.00 LF of 15" storm pipe valued at $47,783.54
549.00 LF of 18" storm pipe valued at $32,043.18
650.90 LF of 24" storm pipe valued at $42,135.16
194.90 LF of 30" storm pipe valued at $19,060.75
202.38 LF of 36" storm pipe valued at $28,478.14
256.50 LF of 42" storm pipe valued at $48,587.67
110.00 LF of 48" storm pipe valued at $26,790.20
120.25 LF of 72" storm pipe valued at $34,404.73
187.50 LF of 83" x 57" storm pipe valued at $53,645.63

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of Eagles Creek of Blue Springs 1st Plat.

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 21st day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Rev. 01/01/2024

Resolution No. 83-2024

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF HOOT OWL ACRES

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

1,923 LF of 8" sanitary pipe valued at $62,441.51
1,617 LF of streets valued at $700,117.12
196 LF of 15" storm pipe valued at $8,059.87
354 LF of 18" storm pipe valued at $20,661.00
254 LF of 24" storm pipe valued at $16,442.36
382 LF of 30" storm pipe valued at $37,358.68
391 LF of 42" storm pipe valued at $74,064.86
300 LF of 48" storm pipe valued at $73,064.17

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of Hoot Owl Acres.

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 21st day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Resolution No. 84-2024

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF SWIG

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

124 LF of 8" sanitary pipe valued at $4,026.39

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of SWIG.

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 21st day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Resolution No. 85-2024

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF THE FOUR PILLARS 5TH PLAT

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

918 LF of 8" sanitary pipe valued at $29,808.27
1,042 LF of streets valued at $451,157.72
135 LF of 15" storm pipe valued at $5,551.44
1,333 LF of water main valued at $55,474.13

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of The Four Pillars 5th Plat.

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 21st day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Rev. 01/01/2024

Resolution No. 86-2024

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF WILLOW CREEK ESTATES

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

100 LF of 8" sanitary pipe valued at $3,247.09
75 LF of 6" water main valued at $3,121.20

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of Willow Creek Estates.

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 21st day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 30, 2024 **CONTRACT NO.**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $122,300.00 with Berry, Dunn, McNeil & Parker LLC. to conduct a City-wide Strategic Planning Process.

BACKGROUND/JUSTIFICATION

Over the past few years, the City has experienced turnover in key positions within both the City Council and City Administration. To ensure that staff fully understands the direction of the City Council, community and stakeholders, it is crucial to undertake a comprehensive citywide strategic planning process. In 2015, the City Council adopted the Governing Body Strategic Plan Framework, which was reviewed and updated in 2021.

The City developed a Request for Qualifications/Request for Proposals to seek the services of a professional firm to facilitate and develop a 5– to 10-year Strategic Plan. This process will comprehensively and equitably assess both the organization and the community it serves, while also creating a shared vision for the future. A strategic plan is a vital tool for local jurisdictions ensuring that the City Council's vision and priorities are clearly communicated to employees and the community. It also ensures that City strategies and projects align with City Council priorities, and that overall city government remains accountable in meeting community needs.

The city received eight submissions and those were evaluated by a committee with one firm clearly above the others in the judgement of the committee. An interview was conducted with the firm and a panel with the Mayor, two Councilmembers and staff agreed to enter into a contract with Berry, Dunn, McNeil & Parker, LLC. The seven other firms submitting proposals included: Bakertilly, edulogic group, Everstrive Solutions, Future IQ, Hicks Carter Hickes, Raftelis and TPMA.

Staff recommends entering into a contract with Berry, Dunn, McNeil & Parker, LLC in the amount of $122,300 to lead a citywide strategic planning process.

FINANCIAL IMPACT

Contractor:	Berry, Dunn, McNeil & Parker, LLC.
Amount of Request/ Contract:	$ 122,300.00
Amount Budgeted:	$130,000.00
Budget Year:	FY2024/25
Funding Source/Account #:	100-10000-530100
Account Balance:	$130,000.00 Date: 9/30/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 1, 2024	December 31, 2025
Years and Months Contract in effect	**Number of times renewable**
14 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Karen Van Winkle***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	

Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	Berry, Dunn, McNeil & Parker, LLC. 2211 Congress Street Portland, ME 04102-1955 Seth Hedstrom shedstrom@berrydunn.com 207-541-2212
Project Exemption Certificate needed:	☐	
Other:	☐	

Resolution No. 87-2024

A RESOLUTION APPROVING A CONTRACT WITH BERRY, DUNN, McNIEL & PARKER, LLC TO CONDUCT A CITYWIDE STRATEGIC PLAN

WHEREAS, the City Council in 2015 adopted the Strategic Plan Framework and updated in 2021. Since the adoption, there have been many changes within the community, administration and City leadership. To ensure current needs are addressed a new Strategic Plan process is needed; and

WHEREAS, Administration developed a Request for Qualifications/Request for Proposals requesting responses from qualified respondents; and

WHEREAS, the City received eight responses; and

WHEREAS, the responses were reviewed by a committee and a panel interviewed the top firm; and

WHEREAS, the interview panel agreed that the City should enter into a contract with Berry, Dunn, McNiel & Parker, LLC to provide strategic planning services, and

WHEREAS, staff recommends entering into a contract with Berry, Dunn, McNiel & Parker, LLC in the amount of $122,300 to lead a strategic planning process.

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 Berry, Dunn, McNiel & Parker, LLC for Strategic Planning Services in the amount of $122,300.00. 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 21st day of October 2024.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

Rev. 01/01/2024

EXHIBIT A

EFFECTIVE DATE: **November 1, 2024**	**TERMINATION DATE:** **December 31, 2025**	**CONTRACT NUMBER:**

CITY	**CONTRACTOR**
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Berry, Dunn, McNeil & Parker, LLC.** **2211 Congress Street** **Portland, ME 04102-1955**
Department: Administration	Attention: Seth Hedstrom
Phone: 816-228-0265	Phone: 207-541-2212

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2024, by the parties identified above.

WITNESSETH:

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.

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 of the 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, 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, in order 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 **$122,300.00** 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 the contract, and the City shall thereupon have the right to immediately terminate the 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, and materials 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.

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. 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 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.

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, including but not limited to “prevailing wage” and “Davis-Bacon”, 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 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.

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 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 $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.

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.

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. 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 with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation.

20. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn 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. (*Note: If the contract is not in excess of five thousand dollars, this provision does not apply and the affidavit need not be signed.*) 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. 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 _____)

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

21. **Anti-Discrimination Against Israel Act.** 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. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

22. **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.

23. **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.

24. **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.

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

BERRY, DUNN, MCNEIL & PARKER, LLC

By:_____
Name:__Seth Hedstrom _____
Title:_Principal_____

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
Jennifer M. Baird, City Attorney

Exhibit 1 to Contract **Scope of Work**		
Name of Contractor	Berry, Dunn, McNeil & Parker, LLC.	
Scope of Work (Job Description)	Lead a Citywide Strategic Planning process with a four phased approach as outlined in the RFQ/RFP submittal that is included as attachment A. The four phases included are 1. Project Planning and Management; 2. Community and Stakeholder Engagement and Strategic Analysis to include social pinpointing and three community forums; 3. Strategic Plan Development; and 4. Implementation and Action Planning. Attachment A – BerryDunn Statement of Qualifications Attachment B – Fee Proposal	
Start Date	November 1, 2024	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	December 31, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$122,300.00	Maximum payment for services rendered
	$0.00	Maximum amount of expenses to be reimbursed
	$ 122,300.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project ☐ Monthly Payments Based On Rate of $_____ Per Hour ☒ Incremental Payments As Follows: Monthly based on percentage of work completed. ☐ ____% retainage held until completion of project.	

BerryDunn



STATEMENT OF QUALIFICATIONS

City of Blue Springs

Strategic Planning Services

BerryDunn
2211 Congress Street
Portland, ME 04102-1955
207-541-2200

Seth Hedstrom, Project Principal
shedstrom@berrydunn.com

Jen Ferguson, Project Manager
jen.ferguson@berrydunn.com

Proposal Due Date:
September 5, 2024
1:00 p.m. CST



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1. Firm Information and Qualifications

September 5, 2024

City of Blue Springs
Attn: Dennis Dovel, Assistant City Administrator
903 W. Main
Blue Springs, MO 64015

Dear Dennis Dovel:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), I am pleased to submit this proposal in response to the City of Blue Springs (the City's) request for proposals (RFP) for Strategic Planning Services. We have read the City's request and reviewed its terms, conditions, and the contents presented therein. Our proposal is a firm and irrevocable offer valid for 120 calendar days from the proposal deadline of September 5, 2024.

Firm Information

Firm Name: Berry, Dunn, McNeil, & Parker, LLC (dba BerryDunn)

Contact Name and Email: Seth Hedstrom, Project Principal, shedstrom@berrydunn.com

Address: 2211 Congress St, Portland, ME 04102

Fax Number: 207-774-2375

BerryDunn is a nationally recognized independent management and IT consulting firm, headquartered in Portland, Maine, with eight office locations nationally. **Focused on inspiring organizations to transform and innovate,** we are a stable and well-established firm that has preserved our core values and reputation for excellence throughout our 50-year history. We have enjoyed steady growth by providing consistent, high-quality services to our clients in all 50 states—including numerous clients in the State of Missouri (the State)—Puerto Rico, and Canada.

Our firm's culture is centered on a deep understanding of our clients' commitment to serving the public. The human aspect of projects can often be forgotten in the maze of regulatory changes and legal requirements with which public-sector organizations must comply. BerryDunn proudly tailors each of its projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work.**

With three decades of experience providing strategic planning services to government clients, BerryDunn brings a deep understanding of the complexities and challenges inherent in public-sector operations. Our team's combined four decades of experience working within local government equips us with firsthand knowledge of the intricacies of municipal management, helping ensure that our strategic planning process is grounded in practical, actionable insights.

As a principal in and leader of BerryDunn's Local Government Practice Group, I can attest to the accuracy of our materials, and I am legally authorized to bind, negotiate, make presentations on behalf of, and commit our firm and our resources. If you have any questions regarding our proposal or updates on the evaluation process, please consider me your primary point of contact and feel free to contact me directly.

Sincerely,



Seth Hedstrom, PMP®, LSSGB | Project Principal
2211 Congress Street, Portland, ME 04102-1955
t: 207-541-2212 | **e:** shedstrom@berrydunn.com

1.1 Local Government Focus

BerryDunn maintains a Local Government Practice Group that was specifically formed to assist and understand the world of local government. We take great pride that 75% of Local Government Practice Group consultants worked in the public sector before coming to BerryDunn, including our proposed project manager, Jen Ferguson. This experience provides our consultants with an in-depth understanding of the types of operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the City's internal divisions and the constituents it serves.

Our firm provides a full range of professional services—including organizational development, technology planning, business process improvement, cost of service and financial analysis, community services planning, and more—supporting our ability to complete tasks outlined by the City. With organizational development as a core tenant of our work, we are pleased to offer the following services to benefit the City:

- **Strategic planning**
- Community/stakeholder engagement
- Leadership development
- Executive coaching
- Organizational change management
- Organizational assessment
- Business process improvement
- Performance measurement

Driven by highly specialized organizational development leaders, and supported by more than 335 additional firm resources, BerryDunn's **Enterprise Organizational Development Practice** offers both an intimate project experience and a national perspective to support our clients' desire to transform and innovate. We recognize how important it is that the City establishes partnership with a firm that understands that work of this level of impact requires a guided hand and a tailored approach to meet them where they are and lead them to where they want to go.



Work of this nature touches all aspects of an organization, including the City's elected officials, staff, stakeholders, community members, and visitors. As such, this initiative requires a layered approach that offers the attention, guidance, and follow-through that will support positive, sustainable, and long-term change.

Our efforts are centered on sound partnership with our clients. We guide projects at various stages and take the time to properly gauge availability and resources to help ensure our clients receive consistent, reliable, and quality service. We support a variety of organizational development initiatives, providing services that include project management, community engagement and facilitation, strategic plan development, implementation planning, and progress monitoring, among others.

1.2 Team Overview

At BerryDunn, we believe in the synergy that accompanies a team approach. That said, we have carefully assembled a project team with unique and specialized qualifications that coincide with the needs and desired outcomes of the City. **These project team members will remain committed, available, and assigned to perform the City's requested work effort.**

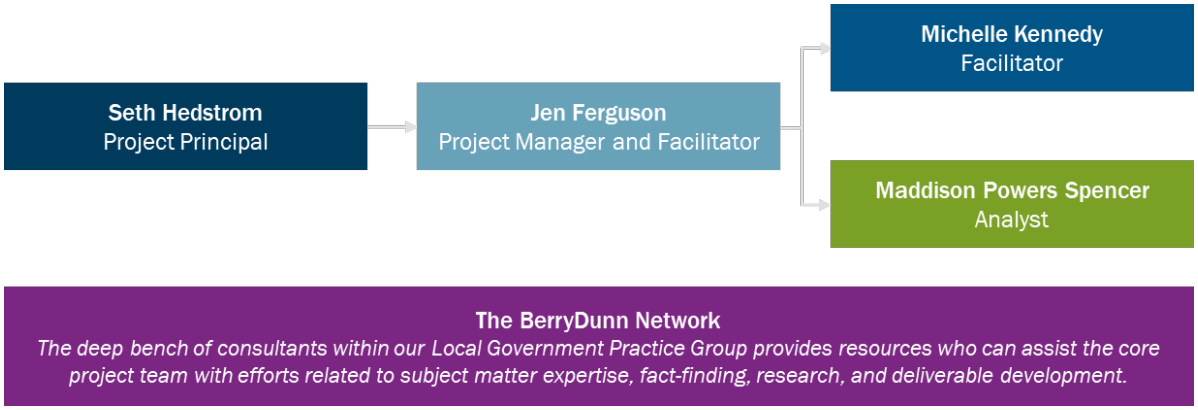
We chose team members with diverse and applicable backgrounds in mind: the right consulting team should be made up of experts who have been in the shoes of the City's leaders and staff—and learned a thing or two along the way. A snapshot of our team's qualifications includes:



Organizational Structure

Figure 1 describes the organizational structure of our project team, followed by a listing of project staff.

Figure 1: Project Team Organizational Structure



Roles, Responsibilities, and Qualifications

On the following pages, we list our project team members' experience, qualifications, and expertise as it relates to projects of this nature and work with comparable public-sector clients.



Seth Hedstrom PMP®, LSSGB

Project Principal

Education

BS, Business Management, Babson College

Certifications

Project Management Professional® (PMP®), Project Management Institute®

Lean Six Sigma Green Belt Certified

Diversity and Inclusion Certificate, Cornell Universit

Seth leads our Local Government Practice Group and brings extensive experience in project management. He has served as project principal on nearly all BerryDunn's organizational development projects and has managed more than 75 enterprise process and technology planning projects over the course of 15 years with BerryDunn. Seth has led our clients through many of the complex decision points and issue-resolution processes. His experience includes documenting as-is business processes, benchmarking processes with similar organizations, introducing industry best practices, developing to-be business process recommendations, strategic planning, and organizational assessments.

Representative Project Work

City of City of Cooper City, FL – Citywide Strategic Plan

City of Foley, AL – Citywide Strategic Plan

City of Groveland, FL – Strategic Plan Development and Progress Report Support

City of Lauderhill, FL – Vision and Strategic Planning

City of Milton, GA – Strategic Planning Services

City of New Braunfels, TX – Strategic Plan Development

City of Redlands, CA – Strategic Plan

City of Independence, MO – ERP System Implementation Oversight

City of St. Charles, IL – Strategic Planning Services

City of Waukesha, WI – Strategic Planning/Goal Setting Facilitation for Common Council and Executive Team

City of Wausau, WI – Strategic Plan and Mission Statement

Lancaster County, NE – Strategic Plan Update

Orange County, NC – Countywide Strategic Plan



Jen Ferguson MPA

Project Manager and Facilitator

Education

MPA, Evans School of Public Policy and Governance, University of Washington

BS, Business Management, Stritch University

Senior Executive Institute, University of Virginia

Certifcations

ICA ToP® Certified

Jen brings over 25 years of public-sector experience and significant expertise in strategic and financial planning. Jen has led, planned, and coordinated fiscal affairs for cities across Washington and Minnesota, holding influential leadership positions such as city administrator, director of finance, and executive director for an Economic Development Authority. Supplementing her background in public-sector administration, Jen is well versed in, organizational development, performance management, operations and process improvement, economic and business development, enterprise resource planning implementations, and is certified in the Institute of Cultural Affairs (ICA) Technology of Participation® (ToP®) facilitation methodology.

Representative Project Work

Bloomfield Township, MI – Citywide Strategic Plan

City of Foley, AL – Strategic Plan

City of Janesville, WI – Citywide Strategic Plan

St. Johns County, FL – Countywide Strategic Plan

City of Waukesha, WI – Strategic Planning/Goal Setting Facilitation for Common Council and Executive Team

Mesa County, CO – Comprehensive Process Automation and Efficiency Consultancy for Local Government Operations



Michelle Kennedy

Prosci® CCP, ODCC

Facilitator

Education

BA, Journalism/Mass Communication, Iowa State University

Certifications

ICA ToP® Certified

Certified: Hogan Leadership Assessment System®, Myers Briggs Type Indicator

Prosci® Certified Change Practitioner

Organization Development Certified Consultant (ODCC)

Michelle is a manager in our Local Government Practice Group and has more than 30 years of government-sector management and consulting experience. She is an expert in organizational development, including strategic and business planning, leadership development and executive coaching, organizational assessments, organizational change management, program evaluation, business process improvement, and performance measurement. Michelle has provided consulting services and project leadership for state and local government agencies throughout the United States. She is a strong facilitator and is certified in several related areas including in the ICA ToP® facilitation methodology. Michelle has facilitated the development and writing of strategic plans for more than 70 public-sector organizations.

Representative Project Work

- Bloomfield Township, MI – Strategic Plan
- City of Cooper City, FL – Strategic Plan
- City of Foley, AL – Strategic Plan
- City of Groveland, FL – Strategic Plan Development and Progress Report Support
- City of Lauderhill, FL – Vision and Strategic Planning
- City of New Braunfels, TX – Strategic Plan Development
- City of Redlands, CA – Strategic Plan
- City of St. Charles, IL – Strategic Planning Services
- City of Waukesha, WI – Strategic Planning/Goal Setting Facilitation for Common Council and Executive Team
- City of Wausau, WI – Strategic Plan and Mission Statement
- Lancaster County, NE – Strategic Plan Update
- Orange County, NC – Countywide Strategic Plan
- St. Johns County, FL – Countywide Strategic Plan



Maddison Powers Spenser MPA

Analyst

Education

MPA, Local Government, University of North Carolina at Chapel Hill, School of Government

BS, Political Science, Northern Arizona University

Certifications

ICA ToP® Certified

Maddison is a senior consultant in our Local Government Practice Group. She leverages her firsthand public-sector experience as an assistant to the city manager to support clients and drive successful projects. Certified in the ICA ToP® facilitation methodology, she is adept at leading community and employee engagement efforts and synthesizing outcomes to enhance client results. Maddison's strong communication, leadership, and project management skills complement her ability to conduct current environment assessments, analyze data, and organize and lead groups. She has assisted with the development of over 25 local government strategic plans including for the Cities of Waukesha, WI, and St. Charles, IL.

Representative Project Work

- Bloomfield Township, MI – Strategic Plan
- City of Foley, AL – Strategic Plan
- City of Lauderhill, FL – Vision and Strategic Planning
- City of Janesville, WI – Citywide Strategic Plan
- City of Margate, FL – Strategic Planning
- City of New Braunfels, TX – Strategic Plan Development
- City of St. Charles, IL – Strategic Planning Services
- City of Waukesha, WI – Strategic Planning/Goal Setting Facilitation for Common Council and Executive Team
- Orange County, NC – Countywide Strategic Plan

1.3 Relevant Experience

Commitment to the State

With BerryDunn, the City will be served by a firm and project team members who have **demonstrated their commitment to the State** through similar and other types of consulting engagements with the following clients:

- ✓ City of Crestwood
- ✓ City of Ferguson
- ✓ City of Independence
- ✓ City of Jefferson City
- ✓ City of Kirkwood
- ✓ City of St. Charles
- ✓ Lindbergh Schools
- ✓ Metropolitan Community College
- ✓ Missouri Department of Economic Development
- ✓ Missouri Department of Health and Senior Services
- ✓ Missouri Department of Mental Health
- ✓ Missouri Department of Social Services
- ✓ Missouri Department of Social Services, MO HealthNet Division
- ✓ Missouri Division of Accounting
- ✓ Missouri Information Technology Services Division
- ✓ Missouri Office of Administration

Strategic Planning

In Table 1, we have provided a representative list of clients for whom our project team members have performed organization-wide strategic planning services within the last four years.

Table 1: Relevant Strategic Planning Experience

Client Name	Project Title	Project Dates
Bloomfield Township, Michigan	Citywide Strategic Plan	04/2024 – present
City of Capitola, California	Strategic Plan Development	01/2024 – present
City of Colorado Springs, Colorado	Strategic Planning	04/2024 – present
City of Cooper City, Florida	Citywide Strategic Plan	06/2021 – 03/2022
City of Creswell, Oregon	Strategic Plan	02/2022 – 05/2022
City of Edgewater, Colorado	Strategic Plan Retreat	04/2022 – 10/2022
City of Ennis, Texas	Strategic Planning Services	06/2022 – 03/2023
City of Foley, Alabama	Strategic Planning	08/2023 – present
City of Gresham, Oregon	Strategic Planning	11/2021 – 10/2022
City of Groveland, Florida	Strategic Plan Development and Progress Report Support	09/2021 – 07/2022
City of Janesville, Wisconsin	Strategic Planning Services	04/2024 – present
City of Lauderhill, Florida	Vision and Strategic Planning	06/2022 – 02/2024
City of Margate, Florida	Strategic Plan Consulting Services	03/2024 – present
City of Menifee, California	Strategic Planning Services	12/2022 – 05/2023
City of Milton, Georgia	Strategic Planning Services	08/2020 – 03/2021

Client Name	Project Title	Project Dates
City of New Braunfels, Texas	Strategic Plan Development	04/2023 – 04/2024
City of Peoria, Illinois	Strategic Plan Development	05/2023 – 11/2023
City of Port Arthur, Texas	Strategic Plan	08/2024 – present
City of Redlands, California	Strategic Plan	09/2021 – 04/2022
City of St. Charles, Illinois	Strategic Planning Services	06/2022 – 02/2023
City of Washougal, Washington	Strategic Planning Services	06/2022 – 08/2023
City of Waukesha, Wisconsin	Strategic Planning/Goal Setting Facilitation for Common Council and Executive Team	08/2023 – 05/2024
City of Wausau, Wisconsin	Strategic Plan and Mission Statement	08/2021 – 08/2022
City of Westminster, Colorado	City Council Strategic Planning Retreat	02/2021 – 05/2021
DuPage County, Illinois	Strategic Planning Services	04/2023 – 03/2024
Jefferson County, Washington	Strategic Planning Services and Implementation Support	02/2023 – 12/2023
Lake County, Illinois	County Board Strategic Plan Facilitator	03/2023 – 09/2023
Lancaster County, Nebraska	Strategic Plan Update	05/2022 – 12/2022
Lane County, Oregon	Strategic Planning	09/2021 – 04/2022
Marquette County, Michigan	Strategic Planning Services	06/2022 – 09/2022
Onslow County, North Carolina	Strategic Planning	04/2024 – present
Orange County, North Carolina	Countywide Strategic Plan	02/2023 – 03/2024
Santa Clara County, California	Consumer Environmental Protection Agency Strategic Plan	11/2023 – present
St. Johns County, Florida	Countywide Strategic Plan	11/2023 – present
Tompkins County, New York	Strategic Operations Plan and Implementation Support	04/2023 – 07/2024
Town of Chelmsford, Massachusetts	Strategic Plan	05/2024 – present
Town of Holliston, Massachusetts	Strategic Plan Development	02/2023 – 01/2024
Vancouver Housing Authority, Washington	Strategic Planning	08/2023 – 04/2024
Washington County, Minnesota	Strategic Plan	06/2023 – 08/2024
Weld County, Colorado	Strategic Plan	03/2022 – 11/2022

2. Understanding the City's Needs

2.1 Blue Springs: Growth and Opportunities

The City is a family-centered community with deep historical roots. Known for its excellent school district, recreational amenities, and community events, Blue Springs is also experiencing growth, with a projected population increase to 65,000 over the next decade. Its government and leadership have experienced recent changes, including the retirement of the former mayor after 16 years of service. As the City moves forward with new leadership and an opportunity to reflect on its guiding principles and direction, there is a need for a clear strategic vision that aligns the priorities of the new mayor, the City Council, and the broader community. This vision is essential for guiding staff efforts to fulfill these priorities in a coordinated and effective manner.

The development of the City's next Strategic Plan is essential for providing clarity and direction for both leadership and staff. An effective plan can guide the City and address several key areas, which include, but are not limited to:

Leadership Alignment. With a new Mayor and City Council priorities, the Strategic Plan must assist in guiding decision-making and resource allocation, helping ensure alignment between elected officials and City departments.

Staff Retention and Development. The Strategic Plan should include strategies for improving employee retention, professional development, and succession planning to help ensure continuity in City programs and services.

Community Growth and Services. As the City continues grows, the Strategic Plan can include actionable plans for public safety, infrastructure, parks, and recreational services to meet the needs of a growing population.

Implementation and Performance Management. The Strategic Plan should include actionable steps with measurable benchmarks that will drive progress toward achieving goals.

2.2 How We Can Help

With almost three decades of experience working with local governments across the country, including numerous municipalities of similar size, BerryDunn brings deep expertise in strategic planning:

Facilitating and Engaging Diverse Voices. Our proposed team members have extensive experience working closely with elected officials, senior leaders, staff, and community stakeholders to help ensure all perspectives are considered in the strategic planning process. Using the ICA ToP® facilitation methodology, we specialize in building consensus among diverse groups, helping ensure that strategic goals are aligned with the priorities of leadership, staff, and the community.

Putting Your Plan into Action. BerryDunn focuses on creating dynamic, actionable strategic plans with measurable goals, enabling clients to effectively implement and track progress toward their strategic priorities. We also offer enhanced implementation planning and performance management services, including the ability to align the City's budget with its strategic objectives, helping ensure ongoing success and adaptability post-plan development.

Meeting You Where You Are. We excel at helping clients across a spectrum of experience, from those developing their first Strategic Plan to those refining and advancing their existing plans. Our approach is designed to guide the City through the development of a Strategic Plan is customized to fit its specific needs and priorities.

3. Project Approach and Timeline

3.1 Work Plan

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

Figure 2 presents an overview of our approach to achieve the City's goals and objectives for this strategic planning initiative. We would like to make special note of our proposed Optional Phase 4: Implementation Planning and Progress Reporting Support. Though proposed as an optional service, our clients, including Lake County, Illinois, have found added success when electing this phase, as it has the following benefits:

- ✓ Makes the Strategic Plan more actionable
- ✓ Creates a clear detailed pathway for implementing strategy
- ✓ Helps establish progress monitoring and reporting
- ✓ Helps ensure follow-through by establishing clear timelines and assigning resources
- ✓ Aligns the Plan with the City budget calendar

Figure 2: BerryDunn's Strategic Planning Approach



Details on each phase's tasks and objectives are outlined on subsequent pages. We designed our approach to incorporate consistent project management best practices with key deliverables and task completion and approval. Our intent is to work with the City and its community to help ensure we make the best use of your time and provide quality opportunities to contribute to the process. Ultimately, consistent collaboration can help promote buy-in and understanding of the final plan's initiatives.

PHASE 1
Project Planning and Management

1.1 Conduct initial project planning and client background research. Upon contract execution, we will conduct background research to gain more familiarity with the City and begin developing the initial frameworks for key project and quality management deliverables, including communication plan, schedule, scope, and stakeholder management documentation.

1.2 Prepare an information request sheet and compile documents and data. While conducting background research, we will prepare an information request sheet for the City's Executive Leadership Team to guide document and data gathering activities. The purpose of this effort is for BerryDunn to gain a preliminary understanding of the current environment and inform engagement activities. It is important to note that we will only request existing documents and data; the City will not be asked to create items to fulfill the request.

Items we may request include:

- Key performance metric data
- Program descriptions and data
- Past internal and external assessments
- Past and current planning and policy documents, organizational charts, staffing, and budgeting details
- Existing strategic planning documents, including the City's Guiding Principles and 2015 Strategic Framework
- Previous surveys of the City's community and staff, including the 2021 Citizen Survey
- Demographic, economic, and community data and forecasted trends from the U.S. Census Bureau, the U.S. Bureau of Labor Statistics, American Community Survey, U.S. Department of Education, the Opportunity Index, and other federal, state, and local data sources

1.3 Develop draft Project Work Plan and Schedule. Based on the information gathered from our initial project planning meeting, document and data review activities, and those details enclosed in this proposal, we will develop the Project Work Plan and Schedule, which will outline:

- Tasks and timelines for the strategic planning process
- Agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management

1.4 Review Project Work Plan and Schedule with the City. After providing draft versions of the documents in advance, we will review the Project Work Plan and Schedule with the City Executive Leadership Team during a pre-scheduled project status meeting (see Task 1.5). This review session will introduce the City's project team to our document review process and provide an opportunity for the City to share input on a critical step in the process. We will incorporate the City's feedback and finalize the documentation before distributing the deliverables in their final form.

Deliverable 1: Project Work Plan and Schedule

1.5 Conduct Biweekly Project Status Meetings with the City project team via videoconference. Our project manager will conduct virtual Biweekly Project Status Meetings with the City's project manager on an ongoing basis throughout the strategic planning process. We will use these meetings to describe the activities and accomplishments for the reporting period; plans for the upcoming month; risks or issues encountered during the reporting period; and anticipated problems that might impact project deliverables. We will also use these meetings to highlight any work products and approaches that will contribute to deliverable development.

PHASE 1
Project Planning and Management

Deliverable 2: Biweekly Project Status Meetings

PHASE 2
Community and Stakeholder Engagement, and Strategic Analysis

2.1 Review and analyze City-provided documents and data. We will review and analyze the documents and data requested earlier in Task 1.2, with specific focus given to the Guiding Principles, 2015 Strategic Framework, and 2021 Citizen Survey. This review will contribute to later summarized data in the Environmental Scan Findings and help our team prepare to discuss and assess the current framework with the City.

2.2 Review current City strategic initiatives with the City Executive Leadership Team. During a biweekly project meeting, we will discuss the City's Guiding Principles and 2015 Strategic Framework with the City Executive Leadership Team, focusing on lessons learned, successes, changes, and overall takeaways of how the framework and principles guided the City over the last nine years.

2.3 Develop stakeholder engagement strategy. We will coordinate with the City to schedule and handle logistics for engagement activities, including stakeholder list identification, stakeholder and overall communications plans, interview protocols, community engagement formats (if any), and project kickoff presentations for project orientation meetings with the City Council, City Executive Leadership Team, and key department staff. All logistics will be managed to help ensure we create accessible involvement, promote participation, and build trust with participants in our activities.

2.4 Develop kickoff presentations to City Council and Executive Leadership Team. We will develop kickoff presentation materials to support an orientation held for City Council, the Executive Leadership Team, and key staff. The presentations will introduce participants to the BerryDunn team, our approach and methodologies, project goals and objectives, and how we intend to involve them and others in the process and the development of the Strategic Plan.

We will review communications and the kickoff presentations with the City Executive Leadership Team in a biweekly project meeting before finalizing and distributing the final versions.

2.5 Facilitate virtual kickoff session with City Council and Executive Leadership Team. We will conduct a kickoff presentation, serving as an opportunity to introduce our project team members, discuss project goals, present an overview our strategic planning approach and methodology, review the final schedule of key dates and activities, and answer any questions the City may have about its role in the planning process.

2.6 Develop interview guides and survey questions. We will create interview guides and a web survey tailored to staff groups participating in the internal stakeholder engagement process, focusing on assessing the City's current state, strategic readiness assessment for the strategic planning process, and barriers to successful strategic planning. We will meet with the City to review the draft questions and incorporate feedback before finalizing the survey for administration.

2.7 Administer employee survey and analyze results. The employee survey will provide the first snapshot of the City's current state and assist our team in preparing for subsequent interviews. During a Biweekly Project Status Meeting, we will review the survey results with the City and discuss trends in the responses.



PHASE 2

Community and Stakeholder Engagement, and Strategic Analysis

2.8 Conduct interviews with stakeholders. We will conduct one-on-one interviews with internal and external stakeholders identified on a City-provided stakeholder list to gather input, priorities, and objectives for future City direction. Stakeholders may include, but are not limited to City Council, Executive Leadership Team, and boards and committees.

Working with these stakeholder groups, we will help ensure alignment and cohesion for the City's strategic direction, as well as generate excitement, promote consensus and buy-in, and encourage participation and involvement in the process.

OPTIONAL TASKS

Develop and administer a Social Pinpoint website for community input and communication. We will use a virtual engagement platform called Social Pinpoint to encourage collaboration with the City and its community. The site will be customized to encourage broad community engagement in the strategic planning process and to reflect the City's culture. Stakeholders will have access to an idea wall, surveys, and other engagement tools that will help gather information related to the current environment and the desired vision for the future.

During a Biweekly Project Status Meeting, we will review the Social Pinpoint platform with the City, as well as community engagement plans outlining action items and strategy for equitable and effective participation.

Facilitate up to three community forum campaigns. We will facilitate forums with community members, which will be designed to identify community goals, vision for the future and generate ideas from a diverse group of constituents. We will develop the forum agendas using information gathered to date and the ICA ToP® facilitation methodology, aiming to educate, inform, and engage all participants in developing a vision.

We will make creative use of digital applications to help ensure forums are engaging and effective. The sessions can be conducted virtually, in-person, or some combination of both, to gather perspectives and ideas from the community.

2.9 Prepare draft Environmental Scan and strengths, weaknesses, opportunities, and threats (SWOT) analysis. We will synthesize information gathered through quantitative and qualitative research, document and data review, web survey, input from community engagement campaigns **(if any)**, current City strategic positions and goals, and external situational analysis to develop a draft external situational analysis report and SWOT analysis framework, which will make up an Environmental Scan and Strategic Analysis.

This report will include identifying internal and external factors that will be considered during the development of the Strategic Plan, as well as a thorough review of information such as finances, infrastructure, staff, and technology. The format will be a highly visual and compelling slide deck and will be used to inform later presentations to City leadership. The presentation will provide an overview of the City's current environment and discovery outcomes.

2.10 Review, finalize, and present the Environmental Scan and Strategic Analysis. We will review the draft Environmental Scan and Strategic Analysis with the City during a scheduled project status meeting to solicit feedback before finalizing the report.

The final Environmental Scan and Strategic Analysis will guide and inform strategic planning sessions, as well as generate excitement for the process among stakeholders, encourage new ideas, and foster a sense of cohesion and optimism for the future.

Deliverable 3: Environmental Scan and Strategic Analysis



PHASE 3
Strategic Plan Development

3.1 Design meeting and agenda for Strategic Planning Sessions 1 and 2. We will design and develop agendas for two in-person strategic planning sessions with the intent of guiding strategic planning progress. This will also include developing a presentation of the final Environmental Scan and Strategic Analysis to provide participants with a shared understanding of the current environment, the trends that are affecting it, opportunities for the future, and key takeaways from engagement activities. Each session will focus on building consensus and refining the strategic priorities identified, as well as the City's vision and key results. We will review the meeting designs and agendas for each session with the City before finalizing.

3.2 Facilitate Strategic Planning Session 1 with City Council. Strategic Planning Session 1 will engage the City Council and focus on:

- Reviewing the Environmental Scan and Strategic Analysis
- Developing vision, mission, and guiding principles
- Development strategic priorities and goals,

This session will be guided by the previously developed meeting design and agenda, as well as the final Environmental Scan and Strategic Analysis. We will use the ICA ToP® facilitation methodology, designed to produce group consensus, to address and resolve any conflicting values or visions. We will document the outcomes of this session to review with the City and plan for next steps.

Anticipated attendees at Strategic Planning Session 1 include City Council and any other leadership as identified. We will document outcomes of this session and review with the City's project team.

3.3 Facilitate Strategic Planning Session 2. Strategic Planning Session 2 will be conducted with the Executive Leadership Team, focusing on:

- Reviewing the Environmental Scan and Strategic Analysis
- Reviewing and refining mission, vision, and guiding principles from Strategic Planning Session 1
- Reviewing and refining strategic priorities and goal statements from Strategic Planning Session 1
- Developing objectives for strategic priorities and expected outcomes
- Reviewing a framework for managing performance
- Developing preliminary performance measures for each expected outcome

The session will be guided by the approved meeting design and agenda, outcomes of Strategic Planning Session 1, and the final Environmental Scan and Strategic Analysis. We will document outcomes of this session and review with the City's project team.

3.4 Finalize objectives and performance measures. We will use the outcomes of the strategic planning sessions as the basis to finalize objectives and performance measures during a virtual meeting with the City Executive Leadership Team. The measures will be quantifiable in terms actual progress made toward meeting the objectives and appropriate. We will document outcomes, as well as a process and schedule for progress reporting and performance evaluation to help ensure effective tracking and monitoring.

3.5 Develop draft summary implementation plan template. We will develop an implementation plan template that will identify resources, partners, department and division leads, anticipated timelines, interdependencies, actions, and other information to help enable the plan implementation and progress reporting process. This template will be customized to the City's needs and will serve as a tool to delegate responsibilities, track progress, and assist in the overall longevity and sustainability of the Final Blue Springs Strategic Plan. Using the template, we will work with or assist the City's Executive Leadership Team and staff in developing a completed implementation plan that they fully own and are ready to execute.



PHASE 3
Strategic Plan Development

3.6 Develop draft Blue Springs Strategic Plan. We will develop the initial Blue Springs Strategic Plan draft in an agreed-upon format. This plan document will include an executive summary, as well as a detailed plan that identifies the City's vision, mission, guiding principles, strategic priorities, strategic goals, objectives, performance measures, and policy statement.

3.7 Review draft plan. We will review this draft with the City Executive Leadership Team during a scheduled project status check-in to collect feedback and prepare an accompanying presentation to summarize the plan's structure and recommendations.

Deliverable 4: Draft Blue Springs Strategic Plan

3.8 Present the plan to City leadership. We will present the draft Blue Springs Strategic Plan to City Council and City Executive Leadership Team during an on-site meeting to inform them of plans to execute on the recommendations within. This presentation will provide an opportunity for City leadership to ask questions and share their input before the plan is finalized.

3.9 Prepare final publishable draft of plan. We will incorporate requested edits and develop a graphically designed Final Blue Springs Strategic Plan for approval and adoption. In addition to the content described in Task 3.6, the final document will include a description of the Strategic Plan development process and the plan for progress monitoring and reporting, as well as a one-page "Plan at a Glance" document that can serve as a standalone high-level summary of the Final Blue Springs Strategic Plan.

3.10 Present final plan to City Council for adoption. In a scheduled City Council session, we will present the Final Blue Springs Strategic Plan for adoption, walking attendees through plan's components, summary, development history, and key features.

3.11 Conduct project closeout activities. Once the strategic planning effort is complete, we will perform closeout activities, including providing the City with documentation developed and collected during the process and conducting lessons learned and knowledge-sharing activities.

Deliverable 5: Final Blue Springs Strategic Plan



OPTIONAL PHASE 4
Implementation and Action Planning

BerryDunn is committed to preparing our clients for successful Strategic Plan implementation and to providing whatever level of implementation support is deemed necessary. To that end, we are pleased to provide an optional Implementation Planning and Progress Reporting Support phase. We find that thoughtful implementation planning helps to ensure that the Strategic Plan remains a living document and is not put on a shelf. We intentionally involve key stakeholders in implementation planning activities as they will be the ones responsible for daily plan management and it is critical to foster their buy-in and support.

4.1 Conduct follow-up work sessions with Executive Leadership Team to refine objectives and performance measures. We will conduct a virtual meeting to refine the objectives, expected outcomes, and performance measures identified in the implementation plan and develop a connection to budgetary resources and identified capital investments. Activities and actions will align with expected outcomes and



OPTIONAL PHASE 4

Implementation and Action Planning

defined performance measures. Plan to include milestone and target dates, responsible staff, and performance reporting procedures.

4.2 Review and update implementation and action plan template. We will use the initial action plan template to guide the City in developing individual work plans for each department or division to implement the Strategic Plan and report on its progress. In a virtual meeting, we will review the work plans with the City Executive Leadership Team before updating to final.

4.3 Develop a reporting cadence and performance measurement system. Working with the City, we will develop a recommended reporting calendar for Strategic Plan updates and a system to guide its ability to track and compare progress against the performance measures developed for the final plan.

4.4 Assist the City in developing a performance dashboard. We will guide the City's development of an internal and/or external dashboard to visualize key performance measures and inform the organization and/or community of the City's progress in implementing its Strategic Plan. Publishing an external dashboard on the City's website, for example, can enable the City to highlight accomplishments made in the process and promote transparency and trust with the public.

4.5 Develop reporting templates and input process. We will develop progress reporting templates the City can use to report its progress on priorities, goals and objectives in the plan to City Council. These templates can also be developed to document relevant data and prepare for budget planning and align the Strategic Plan with the City's budget. Additionally, we will work with the City to confirm a process for the Executive Leadership Team and key departmental staff to contribute insights to Strategic Plan implementation.

Deliverable 6: Implementation and Action Plan

3.2 Anticipated Schedule

Below, we have provided a high-level proposed project schedule for the City's requested work effort, which is based on a seven-month strategic planning process. We are happy to adjust this schedule to best accommodate the City's needs, as appropriate.

Table 2: Blue Springs Strategic Planning Timeline

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Phase 1							
Phase 2							
Phase 3							

3.3 Guiding Methodologies



Our project team will engage the City's elected and appointed officials, staff, and **(if desired)** residents, community groups, major employees, key partners (such as colleges and universities, school districts, nonprofit community, and member municipalities) and other stakeholders in ways that will maximize creativity and innovation and inspire collaboration and consensus for achieving its vision. We will help the City develop a Strategic Plan that can reasonably be implemented with support and commitment from its stakeholders.

A strategic plan is a living document that remained applicable, helps to navigate in times of organizational changes, and defines the organization's reason for being. It establishes a clear and compelling vision; sets measurable objectives and lays out the desired impact on and value added to entire communities—residents, business, employees, and other stakeholders; and helps set a direction and focus and assists in aligning resources to accomplish strategic objectives.



Having a clear, concrete strategic direction will help keep the City on track and focused on what is important when challenges, setbacks, and unanticipated events occur. It also helps ensure decisions, policies, plans, programs, and processes are designed through the lenses of stewardship of resources, equity, and collective impact.

Achieving Consensus and Quickly Moving Groups to Action

We will design and conduct a well-facilitated strategic planning process that uses data and personal knowledge to assess the City's environment. Our project team will use the ICA ToP® facilitation methodology to help ensure the City's strategic planning sessions are highly collaborative and inclusive of all stakeholders. The ToP® methodology emphasizes structured participation that pulls information into the group's thinking process and creates a clear intention, helping members of the group align with one another and reach consensus. Structured participation encourages the values shown to the left.

Encouraging *Crossing Boundaries and Strengthening Interdependencies*

Strategies are themes for action, and successful strategies will often cross organizational and community boundaries and appeal to several environmental factors. We will help stakeholders recognize these interrelationships and critical interdependencies, identifying how they align with overall strategic goals.

Applying Effective Tools

Another key to success is aligning financial resources of the organization with strategic priorities. When groups have difficulty agreeing on priorities or selecting just a few to focus on, we use a cost-benefit scoring sheet that helps the group score the impacts, risks, level of difficulty, and effort for each strategy or objective to determine the ones to prioritize. We can customize this tool for use with the City if the group is having difficulty achieving consensus.

Developing Clear and Compelling Plans That Articulate a Business Case

We will write strategic goals, initiatives, and actions in a common language to evoke a clear picture of success to serve as a useful tool for the City's decision-making. Our project team has facilitated clear, compelling strategic plans for 70 public-sector entities and system-level plans involving multiple levels of government, jurisdictions, and agencies. Our clients use these plans to drive budget decisions, execute strategies, and publish the results to communicate with stakeholders and the public.

Focusing on Diversity, Equity, and Inclusion (DEI)

BerryDunn's approach focuses on and reflects our firm's commit to DEI. We recognize how important it is that we assemble a project team that understands what the City needs to do to conduct a sound strategic planning process. We will work with the City—as well as DEI resources—to help ensure its work effort is conducted through an equity lens and effectively reaches traditional marginalized communities.

With the City serving as a backbone organization, we will engage current partners to facilitate an authentic, inclusive, and accessible planning process. We have found great success in this collaborative approach to assembling the ideal team. As an example, after being selected to lead the City of Wausau, Wisconsin in the development of their strategic plan, the City connected us with a local member of the Hmong community to provide valuable perspective and considerations in the process.

Together, we will exhibit care and respect for others, allowing individuals to speak for themselves and teach us through their own authentic experiences; build trust with the City's stakeholders and establish mutual buy-in this process; and learn as much from you all as you will learn from us, as we all chart the best path toward the City's future. We look forward to coming together to make the City's stakeholders feel heard, respected, and partnered with in this strategic planning process.

Effectively Engaging the Public

If desired by the City, we will utilize several strategies to effectively engage and collect data and information from the public, including developing communications, conducting interviews and focus groups, facilitating meeting-in-a-box, and creating an interactive project landing and engagement website via Social Pinpoint.



Social Pinpoint is a customizable community engagement platform that is used to inform stakeholders of project goals, objectives, and progress, and provide opportunities to interact and gather information. This tool has several features that we use frequently and as needed throughout strategic planning projects, such as forums, mapping, an ideas wall, and surveys. It is also important to note that Social Pinpoint is mobile friendly and has Google Translate interface.

With this tool, we will easily be able to set up a landing page and sub-pages for the City to capture the culture of the stakeholders it serves—providing opportunities for participants to contribute to the City's mission, values, vision, and strategic priorities. We will also be able to track analytics and progress in real-time, promote participation, and set up email notifications to help ensure that, even in a remote environment, effective strategic planning and community engagement activities can take place.

We recently developed fully customized Social Pinpoint sites to support the following clients as well as others:

- City of Creswell, Oregon
- City of Groveland, Florida
- City of Ennis, Texas
- City of Lauderhill, Florida
- City of Menifee, California
- City of New Braunfels, TX
- City of St. Charles, Illinois
- City of Wausau, Wisconsin
- City of Washougal, Washington
- DuPage County, Illinois
- Lake County, Illinois
- Lancaster County, Nebraska
- Lane County, Oregon
- Onslow County, NC

4. References

We encourage the City to reach out to the client contacts included in this section, who can speak to the quality and satisfaction we deliver on comparable engagements.

City of Redlands, California

Charles Duggan, City Manager
909.798.7510 | cduggan@cityofredlands.org

Located an hour away from four major cities, the City of Redlands is a big city with a small-town feel. In 2021, the City contracted BerryDunn to engage its City Council and Senior Management Team in developing a Six-Year Comprehensive Strategic Plan. While the City had identified 10 core values, but lacked an existing strategic plan, which allowed our team to work with the City Council and Senior Management Team to define who the City is and who it wants to be.

City of St. Charles, Illinois

Heather McGuire, City Administrator
630.377.4422 | hmcguire@stcharlesil.gov

Scan QR Code to View Adopted Plan

In addition to the sun setting on its existing plan, the City was driven by the need to regain focus after the pandemic and recent significant staffing changes within its administration. The City recognizes that a new strategic plan would play an important role in making collective progress toward a shared vision for the City's future. The BerryDunn team led a highly engaging, inclusive, and participatory process with the City's leadership, staff, community, and other stakeholders. Leveraging various information-gathering strategies, we developed a detailed Environmental Scan to guide strategic planning sessions and develop key components of the City's plan. Adopted in January 2023, the City of St. Charles' Strategic Plan is composed of a mission, vision, values, strategic goals, objectives, and performance metrics and outcome measures. We are currently leading the City through implementation planning efforts to help ensure consistent progress is made toward the City's desired future.

City of Waukesha, Wisconsin

Anthony Brown, City Administrator
262.524.3700 | ABrown@waukesha-wi.gov

Scan QR Code to View Adopted Plan

The aim of the strategic plan was to provide future policy guidance for community accomplishments, include tangible strategies and objectives that tied to the budget, enable fiscal resources tied to the strategy, and support transparency with the public. BerryDunn applied engagement and facilitation techniques that included: Community Visioning Forums; Social Pinpoint site soliciting community ideas, input, and survey responses; Common Council Strategic Planning Sessions that focused on developing mission, vision, and values; and Staff Strategic Planning Sessions that focused on developing clear performance measures.

Lancaster County, Nebraska

Kristy Bauer, Deputy Chief Administrative Officer
402-441-7496 | kbauer@lancasterne.gov

The County desired a comprehensive strategic planning effort that considered the voices, perspectives, and ideas of its stakeholders—including elected officials, department heads, employees, and the greater community—thereby generating buy-in, consensus, and support for achieving its shared vision. The County intends to use the Lancaster County Strategic Plan as a guiding document for future growth and budgetary decision-making for the next three years. The final plan was adopted by the Lancaster County Board in January 2023. The County has contracted with BerryDunn for an additional phase of work to provide plan implementation support, progress monitoring, and plan evaluation and updates.

5. Strategic Plan Samples

On the following pages, we provide two sample work products. These "Plan At A Glance" documents are high-level strategy documents developed to summarize full strategic plans we developed for the City of St. Charles, IL and the City of Waukesha, WI. We feel these demonstrate our ability to present organizational goals and priorities in concise, compelling, visually appealing formats.

To view the full plans on St. Charles and Waukesha websites, please follow the QR codes above or go to:

www.waukesha-wi.gov/government/city-strategic-plan.php and www.stcharlesil.gov/projects/strategic-plan

PLAN AT A GLANCE

What is a Strategic Plan?

The Strategic Plan is a living document that guides the City of St. Charles in its decision-making. The Strategic Plan defines WHAT the city wants to become and its vision for the future. It also defines what the city will prioritize and focus on to achieve its vision, the specific actions that will be taken, and how progress will be measured. The City of St. Charles has identified four Strategic Priorities, as shown in the graphic below. Each Strategic Priority has a goal statement, strategic goals, and outcome objectives which are further explained on the subsequent pages.





WHO WE ARE

Mission Statement

We provide exceptional Services, honor Tradition,
and foster a thriving Community.

Vision Statement

An engaged community with a sense of place
and belonging where everyone is welcome.

Guiding Principles

EXCELLENCE

We strive to provide high quality services
and an exceptional quality of life.

ENGAGEMENT AND INCLUSION

We encourage all voices be heard and create accessible opportunities
for everyone to participate and contribute to our community.

SUSTAINABILITY AND RESILIENCE

We prepare for the future and cultivate progress
while valuing our natural environment and resources.

RESPECT

We treat our residents, businesses, employees,
and visitors with dignity.

SENSE OF COMMUNITY

We foster a safe and vibrant environment in which new ideas and
perspectives combine with our unique character to create a sense of place.

STEWARDSHIP AND ACCOUNTABILITY

We pledge to be honest, reliable, and open in our decision-making,
communications, and actions to earn and retain the trust of our community
because we take pride in the importance of our service to the public.

PLAN AT A GLANCE

City of Waukesha
STRATEGIC PLAN • 2024-2029



WHO WE ARE

City of Waukesha
STRATEGIC PLAN • 2024-2029

Mission Statement

(Where we're headed)

We are dedicated to fostering a high quality of life in Waukesha through efficient, effective, and engaging government.

Vision Statement

(Our shared idea of the future)

Waukesha is an accessible, vibrant, and desirable community where diversity is celebrated, and sustainably sound and innovative practices are prioritized.

Core Values

(Expectations for City decision making and service delivery)

Be of Service

To each other by enhancing, innovating, and providing high levels of customer service to the community.

Be Open

By connecting, listening, responding, and engaging.

Be Accepting

By supporting change, showing consideration, and being inclusive.

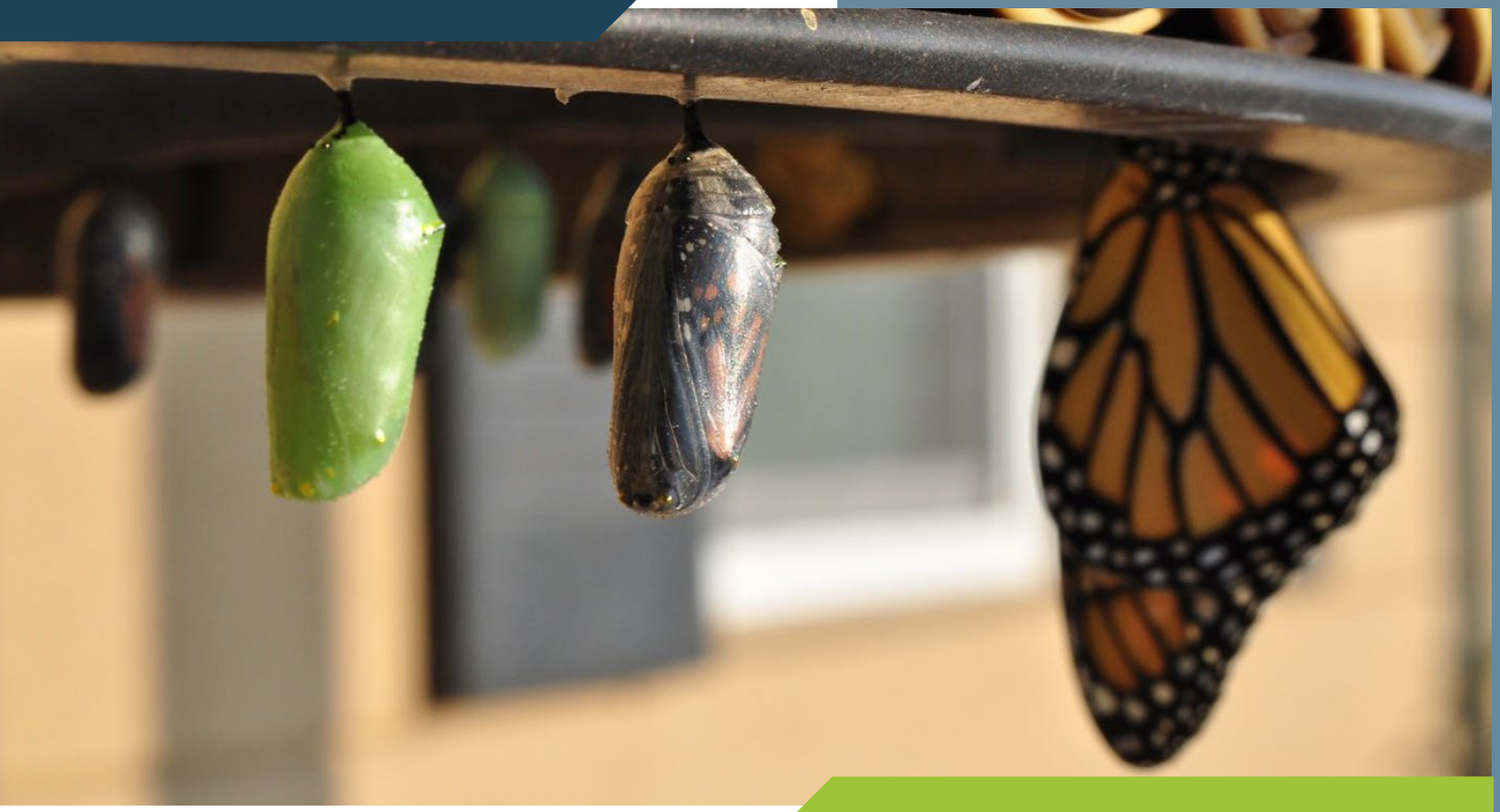
Be Responsible

By forward-thinking, owning the work, and showing accountability and integrity.

Above All

Be focused on ensuring the community is safe and secure.

BerryDunn



UPDATED FEE PROPOSAL

City of Blue Springs

Strategic Planning Services

BerryDunn
2211 Congress Street
Portland, ME 04102-1955
207-541-2200

Seth Hedstrom, Project Principal
shedstrom@berrydunn.com

Jen Ferguson, Project Manager
jen.ferguson@berrydunn.com

September 20, 2024

Fee Proposal

Core Fixed Fee

Our proposed fixed-fee cost to complete the City's desired project is **$99,600**, broken down by deliverable in Table 1.

Table 1: Proposed Strategic Planning Costs by Deliverable/Milestone

No.	Deliverable/Milestone	Hours	Fees
1	Project Work Plan and Schedule	20	$4,200
2	Biweekly Project Status Updates	28	$6,200
3	Environmental Scan and Strategic Analysis	160	$34,500
4	Initial Strategic Plan Draft	140	$31,200
5	Final Strategic Plan	36	$7,800
	Estimated Travel Expense Allocation	-	*$9,500*
	Totals	**384**	**$93,400**

How We Calculate Costs

Our costs are developed based on the following factors:

- Our detailed work plan narrative presented in our statement of qualifications
- Our staffing plan and resource allocation, which provides the City with the appropriate number of resources and a level of expertise to complete the tasks defined in the RFQ
- Our experience conducting projects of similar scope and size
- Our inclusion of an estimated travel expense allocation

Our billings are submitted as the project progress, with invoices typically provided monthly; however, we are happy to work based on agreed-upon milestones with the City. Under a fixed-fee engagement, our assumption if that satisfying a deliverable is based on the City's signed acceptance. That said, the City will not incur any additional costs associated with the process of reaching deliverable acceptance.

With our excellent track record of meeting deadlines, we only allow changes to the timeline, scope, or project fees based on changes that are documented and approved by the client. Our principals and managers regularly meet with our clients' management teams to identify issues and discuss solutions. Should additional work outside of the original scope in the RFQ be identified that would require additional time and/or cost, we will work with the City to define the updated scope and fee structure before starting the expanded portion of the project. **As presented, our cost proposed represents a fixed fee that is inclusive of inclusive of any related travel expenses, production materials, or other charges.**

Our Strategies to Control Costs

BerryDunn has an excellent track record of completing projects on time and within the agreed-upon budget. We employ a variety of strategies to control costs including:

- **Keeping our principals and managers involved in the process.** Our principals and managers stay engaged throughout the project, allowing them to address challenges as they arise and avoid costly delays.
- **Following project management best practices.** Within BerryDunn's consulting group, we retain a team of 65 certified PMPs®. Project management best practices form the foundation for all BerryDunn's consulting services and help to keep our engagements on track.
- **Investing up front in project planning**. The first step in any engagement we undertake is a project planning meeting. This helps us understand the project scope and anticipate challenges. After the project planning meeting, we will revise our proposed work plan and staffing assignments. We do not begin work until the client **approves the revised work plan.**
- **Strategically adapting to changes**. We propose having weekly status meetings to discuss project issues and dynamically adjust our plans to best meet your needs. New information often requires altering the work plan, schedule, budget, or scope. Our teams are accustomed to these challenges and work closely with client management teams to help make sure the necessary changes are agreed-upon and approved.
- **Utilizing the best technology to allow our teams to work from anywhere**. We provide our consultants with laptops and other technology necessary to allow them to work in-office, remotely, and on-site with ease. We also use videoconference services, such as Zoom and Microsoft Teams, to stay in close communication with our clients without incurring unnecessary travel costs.

Optional Services

BerryDunn is committed to preparing our clients for successful strategic plan implementation and providing the level of implementation support deemed necessary. To that end, we have included estimated costs for an optional Implementation and Action Plan for the City's consideration, with specific tasks described in our technical statement of qualifications.

Table 2: Optional Implementation Planning Deliverable

No.	Deliverable/Milestone	Hours	Fees
N/A	Social Pinpoint site and Community Forums	60	$12,500
6	Implementation and Action Plan	72	$16,400

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 29, 2024 **CONTRACT NO.**

SUBMITTED BY: Nathan Lea **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $1,155,000 per fiscal year with SAK Construction, LLC, for sanitary and storm sewer system maintenance and rehabilitation. This project is approved as CIP SAN-07 for Citywide Maintenance and CIP STM-06 for Stormwater Maintenance.

BACKGROUND/JUSTIFICATION

Sanitary sewer lines throughout the City that were constructed prior to 1980 were predominantly constructed of clay tile pipe. This pipe material is very brittle and prone to cracking and failure. This failure leads to infiltration of ground water during wet weather periods and allows roots to enter the pipe which leads to blockages. The infiltration of ground water robs available capacity from the sanitary sewer system increases the cost of sewage treatment and may result in loss of sewage to the environment, which is prohibited by the EPA. Sanitary sewer lines identified for rehabilitation will be reconstructed by installing a resin-impregnated flexible tube that is inverted into the original conduit by use of hydrostatic pressure. This is referred to as cured-in-place pipe (CIPP), an in-situ process, which significantly reduces disruption and inconvenience to the public and provides a new stand-alone conduit with a life expectancy of 50+ years.

This same process can be utilized in storm sewer conduits that have corroded and are near a state of failure. Manhole structures that have deteriorated can be refurbished using a spray on concrete product or an epoxy coating to increase their useful life.

The Public Works Department received pricing through Omnia/NCPA Cooperative Purchasing Agreement, Resolution 99-2008, and now recommends that the City award the CIPP contract to SAK Construction, LLC for the City's Sanitary and Storm Sewer System Maintenance and Rehabilitation projects.

FINANCIAL IMPACT

Contractor:	SAK Construction, LLC
Amount of Request/ Contract:	$1,155,000 per fiscal year
Amount Budgeted:	$1,155,000 per fiscal year
Budget Year:	FY24/25, FY25/26, FY26/27
Funding Source/Account #:	460-75000-543300 SAN-07 - $1,050,000 310-74000-543100 STM-06 - $105,000
Account Balance:	460-75000-543300 - $1,050,000 310-74000-543100 - $105,000 Date: 8/29/2024
Additional Funds Needed:	N/A
Funding Source/Account #:	N/A

Revenue to be Received:	N/A
Revenue Account No.	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 22, 2024	September 30, 2027
Years and Months Contract in effect	**Number of times renewable**
3 Years	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 with contract attached as Exhibit "A".

REVIEWED BY:

Requesting Director: ***Nathan Lea***	Budget: ***Melissa Braun***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	

Wage Order, by reference	☒	Wage Order Number: 31
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	864 Hoff Road O'Fallon, MO 63366 cashaw@sakcon.com
Project Exemption Certificate needed:	☒	
Other:	☐	N/A

A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $1,155,000 PER FISCAL YEAR WITH SAK CONSTRUCTION, LLC FOR SANITARY AND STORM SEWER SYSTEM MAINTEANCE AND REHABILITATION (CIP SAN-07 AND STM-06)

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 Agreement; and

WHEREAS, the Public Works Department is responsible for maintaining and repairing the City-owned sanitary and storm sewer infrastructure; and

WHEREAS, $1,050,000 is budgeted for CIP project SAN-07 for Citywide Maintenance, and $105,000 is budgeted for CIP project STM-06 for Stormwater Maintenance; and

WHEREAS, the Public Works Department received pricing information through Omnia/NCPA Cooperative Purchasing Agreement – Resolution 99-2008 and now recommends that the City enter into a contract with SAK Construction, LLC for work related to Sanitary and Storm Sewer System Maintenance and Rehabilitation in the amount of $1,155,000 per fiscal year.

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 SAK Construction, LLC, 864 Hoff Road, O'Fallon, MO 63366 in the amount of $1,155,000 per fiscal year for Sanitary and Storm Sewer System Maintenance and Rehabilitation. A copy of the Contract (Without Bid documents, General Conditions, Supplementary Conditions, Specifications, & Drawings, which are incorporated by reference and are available in the City Clerk's Office for review) is attached as Exhibit "A" and 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 21st day of October 2024.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

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EXHIBIT A

EFFECTIVE DATE: October 22, 2024	TERMINATION DATE: September 30, 2027	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**SAK Construction, LLC** **864 Hoff Road** **O'Fallon, MO 63366**
Department: Public Works	Attention: Cary Shaw
Phone: (816) 228-0195	Phone: (816) 265-7178

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this ___ day of October 2024, by the parties identified above.

WITNESSETH:

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.

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.

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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 of the 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, 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, in order 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 **$1,155,000** per fiscal year 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 the contract, and the City shall thereupon have the right to immediately terminate the 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, and materials as required of the Contractor under this contract shall at the

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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.

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. 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 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.

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.

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14. **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**.**

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

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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 $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. Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under 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. 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.

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f. This contract, and any part of it, 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 with regard to 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. **Payment Bond.** If this contract is estimated to exceed $50,000 and is a public works contracts which involves the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the City, every contractor for such work shall furnish to the City a bond with good and sufficient sureties in the amount of the contract, or such other amount fixed by the City, and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such public work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, such that said bond and the giving thereof, shall comply with Section 107.170 RSMo.

22. **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 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.

23. **OSHA Requirements** under 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

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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.”

24. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn 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. (*Note: If the contract is not in excess of five thousand dollars, this provision does not apply and the affidavit need not be signed.*) 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. 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 St. Charles)

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 Boyd Hirtz, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Boyd Hirtz and I am currently the Vice President of SAK Construction, LLC (hereinafter "Company"), whose business address is 864 Hoff Road, O'Fallon, MO 63366, 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

Boyd Hirtz
Printed Name

Subscribed and sworn to before me this 3rd day of September, 2024.

SEAL

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2026
Commission Number: 14126252

Barbara Marler
Notary Public

Rev. 02/14/2023

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25. **Anti-Discrimination Against Israel Act.** 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. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

26. **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.

27. **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.

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.

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

SAK CONSTRUCTION, LLC

DocuSigned by:
By: Joe Feuerborn
FED298564DF7473...
Name: Joe Feuerborn
Title: VP, GM CIPP

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer Baird, City Attorney

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<table>
<tr><td colspan="3">Exhibit 1 to Contract

Scope of Work</td></tr>
<tr><td>Name of Contractor</td><td colspan="2">SAK Construction, LLC</td></tr>
<tr><td>Scope of Work (Job Description)</td><td colspan="2">Reconstruct identified sanitary and storm sewer mains by installing a resin-impregnated flexible tube that is inverted into the original conduit by use of hydrostatic pressure, or other method as agreed upon by the City.

Refurbish manhole structures that have deteriorated by using a spray on concrete product or an epoxy coating, or other method as agreed upon by the City.

All work shall be performed in accordance with Contractor’s current Omnia service summary, attached here to and incorporated herein as Attachment A, and Omnia pricing, attached hereto and incorporated herein as Attachment B.

Attachments:
1) Prevailing Wage Order #31, by reference</td></tr>
<tr><td>Start Date</td><td colspan="2">October 22, 2024</td></tr>
<tr><td rowspan="3">Interim Deadlines (if applicable)</td><td>Date

N/A</td><td>Phase of Project To Be Completed</td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td>Final Completion Deadline</td><td colspan="2">September 30, 2027</td></tr>
<tr><td>Reimbursable Expenses</td><td colspan="2">☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage</td></tr>
<tr><td rowspan="3">Maximum Payment</td><td>$1,155,000 per fiscal year</td><td>Maximum payment for services rendered</td></tr>
<tr><td>$</td><td>Maximum amount of expenses to be reimbursed</td></tr>
<tr><td>$1,155,000 per fiscal year</td><td>Total maximum amount to be paid to Contractor</td></tr>
</table>

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Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☒ Incremental payments as follows: Per Invoice ☐ ____% retainage held until completion of project.

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ATTACHMENT A

TRENCHLESS TECHNOLOGY REHABILITATION AND RELATED PRODUCTS AND SERVICES
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: 22-04

RFP Issued: August 26, 2021

Pre-Proposal Date: September 9, 2021

Response Due Date: October 5, 2021

Proposals Received: #2

Awarded to: SAK Construction, LLC

Region 4 Education Service Center issued RFP 22-04 on August 26, 2021, to establish a national cooperative contract for Trenchless Technology Rehabilitation and Related Products and Services.

Scope Overview -
Offeror may use (but is not limited to):

- Sliplining
- Spot repair
- Other techniques to repair or maintain existing structures without needing to replace or reconstruct infrastructures

Cooperative Language -
The solicitation included cooperative purchasing language in Section I. Scope of Work and Appendix D:
Region 4 ESC, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX D, or as otherwise agreed to. APPENDIX D contains additional information about OMNIA Partners and the cooperative purchasing program.

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Advertisement -
Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 Education Service Center website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Kennebec ME Journal

Socio-economic Outreach -
To encourage participation of small businesses, minority owned businesses and women owned businesses, Texas Historically underutilized Businesses were notified of the Request for Proposal.

Procurement Details -
On October 5, 2021 proposals were received from the following offerors:

- Corby Energy Services, Inc.
- SAK Construction, LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with SAK Construction, LLC and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Region 4 Education Service Center, OMNIA Partners, and SAK Construction, LLC successfully negotiated a contract, and Region 4 Education Service Center executed the agreement with a contract effective date of March 1, 2022.

Scope Details -
Contract includes (but is not limited to):

- Cured-In-Place Pipe Lining (gravity) – 6” to 108” diameter
- Cured-In-Place Pipe Lining (pressure, including water) – 6” to 48” diameter
- Large Diameter Tunneling – Utilizing TBMs up 24-foot & Hand Mining up to 32-foot arch

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- Large Diameter Sliplining – 36” diameter pipe and above
- PE Pipe Sliplining – less than 36” diameter pipe
- Large Diameter Geopolymer Pipe Lining
- SPR Spiral Wound PVC & PE Pipe Lining
- Shotcrete Lining
- Shaft Excavation
- Sewer Bypass, Sewer Cleaning & CCTV Inspection & Structure Rehabilitation
- Cured-In-Place Pipe (CIPP) Tube Manufacturing

Federal Funds Certifications -

The Supplier provided federal funds certifications. The signed federal certifications and contract provisions can be found in Exhibit F of the Supplier’s response, incorporated by reference into the Master Agreement, available on the OMNIA Partners website for review.

Term -

Initial three-year agreement from March 1 through February 28, 2025 with the option to renew for two (2) additional one-year periods through February 28, 2027. The anticipated full term of the contract is five (5) years.

> *The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.*

Pricing/Discount -

Not-to-exceed unit pricing on listed products and services. Time and Material Unit Rates for Change Orders are cost plus. See posted pricing document for details. Supplier may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed pricing at any time during the contract term if a defined scope of work is large enough to warrant such a discount.

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ATTACHMENT B

Tab 2 - Pricing

Not to Exceed Pricing

- **Region 4 ESC (OMNIA Partners Lead Agency) requests pricing be submitted as not to exceed for any participating entity**
- **Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation.**
- **Vendor/Contractor must allow for lower pricing to be available for similar product and service purchases.**

Item	Description	Quantity	Unit	Unit Price
	Section A: Cured-in-place pipe (CIPP) reconstruction of gravity sewers			
	Part 1 - Installation			
1	6" x 4.5mm	1	LF	$57.00
2	8" x 4.5mm	1	LF	$44.00
3	10" x 6.0mm	1	LF	$59.00
4	12" x 6.0mm	1	LF	$81.00
5	15" x 7.5mm	1	LF	$93.00
6	18" x 9.0mm	1	LF	$116.00
7	21" x 9.0mm	1	LF	$155.00
8	24" x 10.5mm	1	LF	$186.00
9	27" x 10.5mm	1	LF	$219.00
10	30" x 12.0mm	1	LF	$258.00
11	33" x 12.0mm	1	LF	$288.00
12	36" x 12.0mm	1	LF	$345.00
13	42" x 13.5mm	1	LF	$403.00
14	48" x 15.0mm	1	LF	$577.00
15	54" x 18.0mm	1	LF	$761.00
16	6" & 8" Additional 1.5mm	1	LF	$2.10
17	10" & 12" Additional 1.5mm	1	LF	$3.50
18	15" & 18" Additional 1.5mm	1	LF	$17.00
19	21" & 24" Additional 1.5mm	1	LF	$26.00
20	27" Additional 1.5mm	1	LF	$36.00
21	30" Additional 1.5mm	1	LF	$38.00
22	33" Additional 1.5mm	1	LF	$45.00
23	36" Additional 1.5mm	1	LF	$48.00
24	42" Additional 1.5mm	1	LF	$56.00
25	48" Additional 1.5mm	1	LF	$70.00
26	54" Additional 1.5mm	1	LF	$84.00
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF	$6.00
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF	$14.40
29	Timber Matting for Large Diameter Setup	1	SY	$36.00
30	Internal Reconnection of service connection by robotic cutter	1	EA	$360.00
31	Sealing of service connection w/chemical grouting after internal reconnection, minimum quantity of 15 to be completed per mobilization.	1	EA	$540.00
	Note: Any CIPP over 54" diameter will be on an individual quote basis.			
	Part 2 - Clean/TV & Evaluation for Gravity Sewers associated with CIPP installation			
32	6" - 12" Clean & TV sewer	1	LF	$6.60
33	15" - 21" Clean & TV sewer	1	LF	$14.00
34	24" - 33" Clean & TV sewer	1	LF	$24.00
35	36" & 42" Clean & TV sewer	1	LF	$37.00
36	48" & 54" Clean & TV sewer	1	LF	$72.00
37	6" - 15" Post TV Inspection after Rehabilitation	1	LF	$3.00
38	18" - 27" Post TV Inspection after Rehabilitation	1	LF	$4.80
39	30" or Larger Post TV Inspection after Rehabilitation	1	LF	$6.60
40	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	$420.00
41	Root Removal (added to Clean & TV price)	1	LF	$6.00
42	Grease Removal (Added to Clean & TV price)	1	LF	$6.00
43	Other Remote Obstruction Removal (max. 10 LF)	1	EA	$1,650.00
44	Sanitary Sewer Debris Removal/Disposal	1	TON	$300.00
45	Above Ground Physical Inspection	1	LF	$6.00
	Part 3 - Bypass pumping system for gravity sewers			
46	Set Up 4" Pump (Per Pump)	1	EA	$546.00
47	Set Up 6" Pump (Per Pump)	1	EA	$1,272.00
48	Set Up 8" Pump (Per Pump)	1	EA	$1,818.00

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49	Set Up 12" Pump (Per Pump)	1	EA	$3,210.00
50	Set Up 4" Piping	1	LF	$45.00
51	Set Up 6" Piping	1	LF	$56.00
52	Set Up 8" Piping	1	LF	$96.00
53	Set up 12" Piping	1	LF	$132.00
54	Set up 18" Piping	1	LF	$162.00
55	Operate 4" Pumping System	1	DAY	$114.00
56	Operate 6" Pumping System	1	DAY	$858.00
57	Operate 8" Pumping System	1	DAY	$1,374.00
58	Operate 12" Pumping System	1	DAY	$2,214.00
59	Bypass Pumping - Lg Diam Install Projects (30" to 54")	1	LF	$90.00
60	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	$558.00
61	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	$558.00
62	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	$82.00
63	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	$109.00
64	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	$136.00
65	Bypass Plan (3rd Party Certified)	1	EA	$2,640.00

Section B: CIPP renewal of Potable Water Mains & Pressure Pipes

Part 1 - Installation

66	6" diameter liner	1	LF	$252.00
67	8" diameter liner	1	LF	$308.00
68	10" diameter liner	1	LF	$350.00
69	12" diameter liner	1	LF	$420.00
70	14" diameter liner	1	LF	$525.00
71	16" diameter liner	1	LF	$560.00
72	18" diameter liner	1	LF	$665.00
73	20" diameter liner	1	LF	$770.00
74	24" diameter liner	1	LF	$756.00
75	Re-opening of service connections internally (6" to 12" host pipes only)	1	EA	$600.00
76	Setup fee per liner installation	1	EA	$4,200.00

Part 2 - Bypass for CIPP renewal of Potable Water Mains

77	2" temporary	1	LF	$29.00
78	4" temporary	1	LF	$31.00
79	6" temporary	1	LF	$38.00

Part 3 - Temporary service connections for water main bypass

80	2" short-side	1	EA	$330.00
81	2" long-side	1	EA	$456.00
82	4" short-side	1	EA	$360.00
83	4" long-side	1	EA	$498.00
84	6" short-side	1	EA	$390.00
85	6" long-side	1	EA	$540.00

Part 4 - Installation Pits and Valve, Hydrant or Service Connection Pits

6 - 12 inch pipe connection

86	a) 0-4 feet deep	1	EA	$4,200.00
87	b) 4-6 feet deep	1	EA	$6,600.00
88	c) 6-10 feet deep	1	EA	$9,000.00

Note: Any Pits for 14" and larger diameters, or for greater depths than shown above, will be on an individual quote basis

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Section C: Pipe Bursting with HDPE for Sewer Lines

HDPE DR 19

89	6-inch diameter	1	LF	$43.00
90	8-inch diameter	1	LF	$49.00
91	10-inch diameter	1	LF	$55.00
92	12-inch diameter	1	LF	$61.00
93	14-inch diameter	1	LF	$87.00
94	16-inch diameter	1	LF	$112.00
95	18-inch diameter	1	LF	$138.00
96	20-inch diameter	1	LF	$167.00
97	Setup fee per Pipe Bursting segment	1	EA	$2,400.00

Manhole Connections

98	6-inch	1	EA	$180.00
99	8-inch	1	EA	$240.00

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100	10-inch	1	EA	$300.00
101	12-inch	1	EA	$360.00
102	14-inch	1	EA	$420.00
103	16-inch	1	EA	$480.00
104	18-inch	1	EA	$540.00
105	20-inch	1	EA	$600.00
	Clean-out Installation			
106	4-inch	1	EA	$450.00
107	6-inch	1	EA	$570.00
	Note: For any pits required refer to Section B, Part 4 above			
	Sewer Lateral Pipe Bursting			
108	4-inch	1	LF	$41.00
109	6-inch	1	LF	$43.00
	Note: For any pits required refer to Section B, Part 4 above			
	Pipe fusing - applicable to all Polyethylene processes listed on this contract (typically 50 foot joints)			
110	Setup fee per pull segment	1	Per Segment	$3,000.00
111	6 thru 12 inch	1	Per Pipe Joint	$480.00
112	13 thru 18 inch	1	Per Pipe Joint	$690.00
113	20 thru 24 inch	1	Per Pipe Joint	$1,140.00
114	30 thru 42 inch	1	Per Pipe Joint	$2,160.00
115	43 thru 48 inch	1	Per Pipe Joint	$3,360.00

Section D: Polyethylene (PE) Sewer Pipe Sliplining

	PE Pipe DR 22.5			
108	4-inch	1	LF	$32.00
109	6-inch	1	LF	$38.00
110	8-inch	1	LF	$48.00
111	10-inch	1	LF	$53.00
112	12-inch	1	LF	$62.00
113	Installation Equipment Setup Fee per pipe liner segment insertion	1	EA	$9,000.00
114	Annular Space - Grouting	1	CY	$364.00
115	Bulkheads required for Grouting	1	EA	$600.00
	Note: For any pits required refer to Section B, Part 4 above			

Section E: Manhole and Structure Rehabilitation

116	Manhole Rehabilitation (std 4-ft diameter) - 1-inch Portland-based cementitious	1	VF	$207.00
117	Manhole Rehabilitation (std 5-ft diameter) - 1-inch Portland-based cementitious	1	VF	$221.00
118	Manhole Rehabilitation (std 6-ft diameter) - 1-inch Portland-based cementitious	1	VF	$235.00
119	Manhole Rehabilitation (std 4-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	$276.00
120	Manhole Rehabilitation (std 5-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	$317.00
121	Manhole Rehabilitation (std 6-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	$359.00
122	Manhole Rehabilitation (std 4-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	$414.00
123	Manhole Rehabilitation (std 5-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	$483.00
124	Manhole Rehabilitation (std 6-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	$552.00
125	Manhole Rehabilitation (std 4-ft diameter) - 1-inch Geopolymer liner	1	VF	$552.00
126	Manhole Rehabilitation (std 5-ft diameter) - 1-inch Geopolymer liner	1	VF	$621.00
127	Manhole Rehabilitation (std 6-ft diameter) - 1-inch Geopolymer liner	1	VF	$690.00
128	Manhole Rehabilitation (std 4-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	$828.00
129	Manhole Rehabilitation (std 5-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	$897.00
130	Manhole Rehabilitation (std 6-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	$966.00
131	Rebuild Bench and Invert	1	EA	$1,380.00
132	Lift/Pump Station Rehab - 125 mils Epoxy/Polyurea	1	SF	$110.00
133	Lift/Pump Station Rehab - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	SF	$242.00
134	Lift/Pump Station Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	$35.00
135	Lift/Pump Station Rehab - 1" Geopolymer liner	1	SF	$200.00
136	Lift/Pump Station Rehab - Geopolymer liner each additional 1/2 inch	1	SF	$55.00
137	WWTP Structure Rehab - 125 mil Epoxy/Polyurea	1	SF	$110.00
138	WWTP Structure Rehab - Composite - 1" Cementitious + 125 mils Epoxy/Polyurea	1	SF	$242.00
139	WWTP Structure Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	$35.00
140	WWTP Structure Rehab - 1" Geopolymer liner	1	SF	$200.00
141	WWTP Structure Rehab - Geopolymer liner each additional 1/2 inch	1	SF	$55.00
142	Vacuum Test Manhole (12" mainline and smaller)	1	EA	$552.00
143	Holiday Test Manhole (Epoxy only)	1	EA	$552.00

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144	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" cementitious	1	SF	$48.00
145	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - Epoxy/Polyurea	1	SF	$110.00
146	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" Geopolymer	1	SF	$200.00
147	Installation of FRP rehab structures up to 6' depth (std 4' diameter)	1	EA	$2,484.00
148	Additional depth for FRP rehab structures (std 4' diameter)	1	VF	$552.00
149	All sizes installation of Manhole Chimney Seal	1	EA	$780.00
150	New manhole frame and cover - 24"	1	EA	$1,173.00
151	New manhole frame and cover - 32"	1	EA	$2,070.00
152	Adjust manhole frame and cover up to 1 ft	1	EA	$1,311.00
153	Adjust manhole frame and cover over 1 ft	1	VF	$690.00
154	Invert installation - 4' diameter	1	EA	$1,932.00
155	Invert installation - 5' diameter	1	EA	$2,070.00
156	Invert installation - 6' diameter	1	EA	$2,346.00
157	Invert installation - other configurations	1	SF	$3,450.00
158	Grouting of heavy infiltration to facilitate manhole rehab	1	EA MH	$1,818.00

Section F: Gravity Sewer CIPP Lateral Renewal Systems

159	4"-6" Internal installation and cure of lateral liner with full wrap connection up to 20" from main	1	EA	$2,700.00
160	4"-6" Internal installation and cure of lateral liner with top hat connection up to 5' from main <15"dia - No cleanout required	1	EA	$3,840.00
161	4"-6" Internal installation and cure of top hat shaped structure up to 20' from main <15"dia - Cleanout required	1	EA	$6,000.00
162	4"-6" Installation and cure of structural lateral liner from main beyond 20' from main <15" dia	1	LF	$72.00
163	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	$180.00
164	4"-6" Set-up charge per line section for installations of <20 total laterals per project	1	EA	$2,400.00
165	4"-6" installation of a surface cleanout or access pit for Items 161-163 above	1	EA	$3,600.00

Section G: Spin Cast Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines

166	30" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	$621.00
167	36" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	$442.00
168	42" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	$483.00
169	48" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	$559.00
170	54" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$656.00
171	60″ Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$794.00
172	66″ Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$987.00
173	72″ Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$1,173.00
174	78″ Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$1,277.00
175	84″ Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$1,484.00
176	90″ Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$1,656.00
177	96″ Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$2,070.00
178	102" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$2,484.00
179	108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$3,174.00
180	Greater than 108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	$3,726.00
181	Non-Circular Sewer Pipe/Tunnel	1	SF	$62.00
182	30" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	$621.00
183	36" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	$442.00
184	42" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	$483.00
185	48" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	$559.00
186	54" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$656.00
187	60″ Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$794.00
188	66″ Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$987.00
189	72″ Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$1,173.00
190	78″ Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$1,277.00
191	84″ Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$1,484.00
192	90″ Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$1,656.00
193	96″ Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$2,070.00
194	102" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$2,484.00
195	108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$3,174.00
196	Greater than 108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	$3,726.00
197	Each Additional .5" Thickness	1	SF	$17.00
198	Reinforcement with Welded Wire Fabric- 4X4W4	1	SF(of WWF)	$21.00
199	Reinforcement with Rebar #3	1	LF(of Rebar)	$14.00

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200	Reinforcement with Rebar #4	1	LF(of Rebar)	$28.00
201	Reinforcement with Rebar #5	1	LF(of Rebar)	$55.00
202	Infiltration Control - Quad-Plug	1	GALLON	$138.00
203	Infiltration Control - Quad-Plug	1	PAIL	$69.00
204	Rebuild Invert	1	CF	$104.00
205	Joint Preparation	1	LF	$28.00
206	Antimicrobial Application	1	SF	$7.00
207	Channel Excavation	1	CY	$69.00
208	Debris Removal	1	CY	$90.00
209	Clearing and Grubbing	1	AC	$6,210.00
210	Tree Removal (6" – 12")	1	EA	$2,070.00
211	Tree Removal (13" – 23")	1	EA	$2.00
212	Tree Removal (> 24")	1	EA	$4,140.00
213	Rework Catchbasin Cover To Accept New Manhole Covers	1	EA	$1,656.00
214	Service Lateral Reinstatement - Man Entry	1	EA	$345.00

Section H: Additional Items which may apply to each section above

215	Mobilization charge for scopes of work proposed on less than $100,000 in value	1	EA	$30,000.00
216	Bonds and Insurance *Bonds are a % and insurance is as quoted. These are a pass through cost.	1	LS	*Pass Through Cost
217	Pre-Construction Video	1	Day	$1,440.00
218	Erosion Control	1	LF	$3.00
219	Chemical Grouting	1	GAL	$420.00

Maintenance Of Traffic (Residential/Non-DOT Regulated)

220	a) Signage	1	Ea-Month	$1,200.00
221	b) Flagmen	1	HR	$55.00
222	c) Arrow Board	1	Day/EA	$300.00
223	d) Traffic Control Plan (certified)	1	EA	$4,200.00

Excavation/Backfill

224	a) 0-4 feet deep	1	Cubic Ft	$2.40
225	b) 4-6 feet deep	1	Cubic Ft	$3.60
226	c) 6-10 feet deep	1	Cubic Ft	$4.80
227	d) over 10 feet deep refer to **Section I**			

Trench Shoring

228	a) 4-6 feet deep	1	LF Trench/week	$90.00
229	b) 6-10 feet deep	1	LF Trench/week	$120.00
230	c) over 10 feet deep refer to **Section I**			

Surface Restoration

231	a) Sod	1	SY	$22.00
232	b) 4-inch concrete	1	SY	$86.00
233	c) 6-inch concrete	1	SY	$130.00
234	d) 8-inch concrete	1	SY	$151.00
235	e) 2-inch asphalt	1	SY	$43.00
236	f) 3-inch asphalt	1	SY	$65.00
237	g) 2.5-inch asphalt concrete	1	SY	$65.00
238	h) Curb	1	LF	$48.00

Material extras

239	a) Lime Rock	1	Ton	$42.00
240	b) 57/Washed Stone	1	Ton	$42.00
241	c) Imported Sand	1	Ton	$30.00
242	d) Gravel	1	Ton	$36.00

Section I: Time and Material Unit Rates for Change Orders

Materials, Subcontractors and Rentals, cost plus 15% markup
SAK Construction, LLC - Labor including burdens, Equipment, per diems and lodging (may vary by area), cost plus 25% markup
Sales Taxes = Per Jurisdiction

***Any items not included in this pricing sheet will be calculated using RS Means Cost Data, adjusted by the specified City Cost Index for verification and multiplied by 1.0 coefficient**

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 27, 2024

SUBMITTED BY: Sheryl Morgan **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution appointing a Charter Review Commission pursuant to Blue Springs Home Rule Charter Section 12.8 – Charter Review Commission, to recommend to the voters of the City proposed amendments to this Charter. The members of the Charter Review Commission shall be selected as provided by the City Council.

BACKGROUND/JUSTIFICATION

Section 12.8 of the Blue Springs Home Rule Charter states from time to time, but no less than every five years, the City Council shall provide for a Charter Review Commission. The last Charter Review Commission was convened in 2018 resulting in ten proposed amendments submitted to the voters of Blue Springs. Nine of the ten proposed amendments were approved by the voters in the April 2019 election.

Section 120.805 of the Municipal Code states the Charter Review Commission shall consist of nine members who are residents of the City. With the consent and approval of a majority of the City Council, the Mayor shall appoint three members, one from each Council District and City Councilmembers from each District shall appoint two (2) members that reside in their District.

The list of appointments to the 2024 Charter Review Commission for Council approval are as follows:

District 1:	Shanna Dennie
	Kelli Montgomery
	Ken Horrell
District 2:	Dayla Fullerton
	Joe D'Angelo
District 3:	Kyle Legg
	Travis Graham
	Nick Brummel

The members of the Charter Review Commission shall be tasked with reviewing the Home Rule Charter and present amendment recommendations, if any, to the City Council for consideration no later than the January 6, 2025 City Council meeting.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 21, 2024	January 6, 2025

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution establishing 2024 Charter Review Commission and approving appointments

REVIEWED BY:

Requesting Director: ***Sheryl Morgan***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 89-2024

A RESOLUTION ESTABLISHING THE 2024 CHARTER REVIEW COMMISSION AND APPROVING APPOINTMENTS

WHEREAS, Section 12.8 of the Charter states from time to time, but no less than every five years, the City Council shall provide for a Charter Review Commission; and

WHEREAS, The last Charter Review Commission was convened in 2018 resulting in ten proposed amendments submitted to the voters of Blue Springs. Nine of the ten proposed amendments were approved by the voters in the April 2019 election; and

WHEREAS, Section 120.805 of the Municipal Code states the Committee shall consist of nine members who are residents of the City. With the consent and approval of a majority of the City Council, the Mayor shall appoint three members, one from each Council District and City Councilmembers from each District shall appoint two (2) members that reside their District; and

WHEREAS, the date the City Council would vote to call for an election to certify amendments for the April 2025 General Municipal Election ballot is January 20, 2025, requiring the Review Commission to present their recommendations no later than January 6, 2025.

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

Section 1. The 2024 Charter Review Commission is hereby established and tasked with reviewing the Home Rule Charter and presenting recommendations for amendments, if any, to the City Council no later than January 6, 2025.

Section 2. The Members of the Review Commission are:

District 1: Shanna Dennie
Kelli Montgomery
Ken Horrell
District 2: Dayla Fullerton
Joe D'Angelo
District 3: Kyle Legg
Travis Graham
Nick Brummel

Section 3. The Chair shall be selected by the Commission.

Section 4. City staff is directed to perform all tasks necessary to facilitate said Commission.

Section 5. 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 21st day of October, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
October 21, 2024

EXHIBITS FOR PUBLIC HEARING

BPOE ELKS LODGE
REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN
(RZ-08-24-9290 AND PDC-08-24-9291)

EXHIBIT #1 City Council Information Form dated October 15, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Affidavit of Publication in the Examiner on September 28, 2024; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Title IV, Land Use Section – Blue Springs Code Ordinances (by reference); 2014 Comprehensive Plan (by reference); Bill approving Rezoning and Planned Development Concept Plan with the Planned Development Concept Plan attached as Exhibit A

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 15, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing is being held at the request of the Applicant, Dana Duckworth, on behalf of BPOE Elks Lodge, for consideration to approve a Rezoning (RZ-08-24-9290) of 3.84 +/- acres of property from "RE" (Residential Estate) to "PD" (Planned Development) and approve a Planned Development Concept Plan (PDC-08-24-9291) to allow for the existing private club, accessory residential dwelling, accessory recreational vehicle parking, and all permitted uses within the "SO" (Service Office) zoning district. The subject property is addressed 200 NE Brizendine Road is generally located north of 40 Highway and west of the Adams Pointe Golf Club. Upon conclusion of the public hearing a Bill rezoning 200 NE Brizendine Rd and approving the Planned Development Concept Plan will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The applicant, Dana Duckworth with BPOE Elks Lodge is requesting to rezone 3.84 +/- acres of property from "RE" (Residential Estate) to "PD" (Planned Development) and approval of a Planned Development Concept Plan (PDC) to allow for the private club use of an existing barn, an accessory residential dwelling, eight accessory recreational vehicle parking spaces for members only, and all permitted uses within the "SO" (Service Office) zoning district. The proposed allowance of "SO" permitted land uses within the PD zoning district, is intended to provide continuation and consistency between the proposed PD zoning district and the adjacent property to the south. The adjacent property to the south, 100 NE Brizendine Rd, is owned by the Elks Lodge and is currently zoned "SO". The property is located within the "ADP-O" (Adams Dairy Parkway-Overlay). The proposed rezoning request is only to change the base zoning from "RE" to "PD". The "ADP-O" will remain and will not be affected by the change in base zoning.

On October 14, 2024, a public hearing was held by the Planning Commission. No members of the public spoke in favor of or in opposition to the application. The Planning Commission voted to recommend approval of the rezoning and the PDC with three conditions.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 22, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Rezoning and Planned Development Concept Plan applications subject to the following three conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
    a) Per UDC Section 407.040, Site and Landscape Design, waive all landscaping requirements since no further development is proposed at this time.
    b) Per UDC Section 505.210, Surfaces, waive requirements for all commercial and private driveways to be permanently surfaced with dust free material.

2. The PD Standards shall only permit "SO" Service Office land uses outlined in the UDC with the addition of "Club, Private", "Accessory Residential Dwelling", and "Accessory Recreational Vehicle Parking" land uses.

3. If further site development is proposed in the future, compliance with the UDC will be required.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	October 14, 2024
Action:	Recommended Rezoning: 6 aye, 0 no Recommended Planned Development Concept Plan with conditions: 6 aye 0 no

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Affidavit of Publication in the Examiner on September 28, 2024; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Title IV, Land Use Section – Blue Springs Code Ordinances (by reference); 2014 Comprehensive Plan (by reference)
2. Bill approving Rezoning and Planned Development Concept Plan with the Planned Development Concept Plan attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: October 14, 2024 City Council: October 21, 2024
Project Name:	***BPOE Elks***
Site Location:	200 NE Brizendine Rd
Project Request:	RZ-08-24-9290; Rezoning from "RE" (Residential Estate) to "PD" (Planned Development) PDC-08-24-9291; PD Concept Plan to allow for the existing private club, accessory residential dwelling, and accessory recreational vehicle parking land uses, and all permitted uses within the "SO" (Service Office) zoning district.

Applicant: Dana Duckworth
Property Owner: Dana Duckworth
Staff Planner: Christopher Willis, Associate Planner

Project Description: The applicant is requesting to rezone 3.84 +/- acres of property from "RE" (Residential Estate) to "PD" (Planned Development) and approval of a Planned Development Concept Plan (PDC) to allow for the private club use of an existing barn, accessory residential dwelling, accessory recreational vehicle parking for members only, and all permitted uses within the "SO" (Service Office) zoning district. The property is located within the (Adams Dairy Parkway-Overlay) ("ADP-O") district. The proposed rezoning request is only to change the base zoning from "RE" to "PD". The "ADP-O" will remain and will not be affected by the change in base zoning.

Staff Recommendation: Staff recommends approval of the Rezoning and approval of the PD Concept Plan with conditions identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
05/13/2002	Planning Commission	Recommended approval to Ordinance Amendment (OA-1-2002) to amend the CZ-1 Adams Dairy Parkway Corridor Overlay District to include specific property that is being annexed to the corporate boundary of the City of Blue Springs. The additional ground will increase the boundary of the Parkway Overlay District by 33.18 +/- acres in the area just south and west of Brizendine Road.
05/20/2002	City Council	Approved the Ordinance Amendment (OA-1-2002) to amend the CZ-1 Adams Dairy Parkway Corridor Overlay District to include specific property that is being annexed to the corporate boundary of the City of Blue Springs. The additional ground will increase the boundary of the Parkway Overlay District by 33.18 +/- acres in the area just south and west of Brizendine Road.

Future Applications: No additional applications are anticipated. **The property is currently developed and there are no additional site improvements proposed for the site at this time. Building permits will be required for the upgrade of RV electrical hookups on site.**

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"RE"(Residential Estate)	Agricultural Homesite
South:	"SO" (Service Office)	Private Club
East:	"RE"(Residential Estate)	Vacant Residential Land
West:	"AG"(Agricultural)& Unincorporated Land	Golf Course & Recreation and entertainment outdoor.

REZONING ANALYSIS

Existing Zoning: "RE" (Residential Estate)
Existing Land Use: Single Family Residence
Proposed Zoning: "PD" (Planned Development)
Proposed Land Use: Private club, accessory residential dwelling, accessory recreational vehicle parking, and all permitted uses within the "SO" (Service Office) zoning district.

Comprehensive Plan: According to the 2014 Comprehensive Plan, "the *Future Land Use Policy Map* reflects planned future land uses at the most generalized and city-wide scale. The intent of the *Future Land Use Policy Map* is not to predetermine land uses or zoning on a specific parcel or at specific locations. Together with other elements of the Comprehensive Plan, the *Future Land Use Policy Map* should be used to guide the relationships and physical improvements needed to create the types of places that are part of Blue Springs' long-range vision."

The Future Land Use Policy Map designates the subject property as "Distinct Destination," which is defined as a mix of larger-scale and regionally significant land uses that are different from other places in Blue Springs and the region. These areas may include a mix of retail, service/entertainment, office, institutional/civic or light industrial land uses, but a unique land use policy for each area emphasizes different uses, patterns and characteristics that make the destinations distinct. The scale and intensity of development in these areas requires a supporting system of street networks, pedestrian circulation and civic/open spaces to strengthen the destination and created a defined focal point as a catalyst for development.

According to the 2014 Comprehensive Plan, "*Specific Plans"* are detailed, area-specific perspectives of the patterns and coordination of the built and natural environment, and how these details contribute to unique places in Blue Springs. These plans offer a more refined and location-specific application of the Policies, Goals, and Targets of the General Plan to a particular context."

The subject property is part of the C2 Area Specific Plan, which was completed as part of the Comprehensive Plan in 2014. The C2 Area Plan most closely classifies the subject property as "Civic – Public/Semi-Public," which is defined as *"Areas to accommodate public entities, private uses that serve a broader public interest or other facilities built and maintained for general public use."*

Rezoning: The intent of the "PD" zoning district is defined in Section 404.260, as follows:
There exist in the City parcels where the zoning regulations contained in the categorical districts listed in the UDC may not provide for the development of innovative projects desired by property owners and providing general benefit to the City as a whole. To allow for innovative development projects in a way that can assist in the implementation of the City's Comprehensive Plan and other development goals and objectives, a Planned Development (PD District) District is provided as a special zoning district that may be used in these instances. The intent of the PD District is to encourage unique and high-quality neighborhood, commercial or mixed-use development through an integrated development plan that provides flexibility to the standard zoning district regulations. The use of the PD District can enhance the quality of development and amenities, improve the design of the public realm, increase compatibility between adjacent uses and developments, and reduce negative impacts by using techniques such as: large-scale developments; efficient use of land; innovative and imaginative architectural approaches; design and site planning standards; conservation and preservation of natural resources; urban amenities; and greater open space.
Through the PD, the development will allow for the private club use by right, an accessory residential dwelling, and house 8 existing accessory RV parking spaces. Additionally, "SO" (Service Office) permitted land uses will be allowed within the proposed PD zoning district.

The Planned Development process is a way to facilitate the coordinated master planned development that meets or exceeds the intent of the UDC and the goals of the Comprehensive Plan through an integrated plan, process, and flexible standards. A Planned Development application is a specific type of Zoning Map amendment (rezoning) and must meet all the procedures and requirements of that process, but it also accommodates specific master development plans.

Review Criteria: *In reviewing any application for an amendment to the Official Zoning Map (zoning change / rezoning), the Planning Commission and City Council shall review the proposed amendment considering the Comprehensive Plan, the general requirements of the Unified Development Code, and the following considerations:*

1. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan, and in particular the relationship of land uses within the proposed district and the relationship with uses existing or anticipated in surrounding districts.

   STAFF RESPONSE: Staff believes the rezoning is in accordance with the 2014 Comprehensive Plan. The rezoning request will allow for the Elks Lodge to provide complementary uses to existing private club located on the property to the South, while being in harmony with the surrounding golf course located in the adjacent Agricultural and Residential Estate zoning districts. The

proposed rezoning permits the Elks Lodge to expand their private club, recreational, and service amenities.

2. The application furthers the intent of the proposed zoning district and supports that of any abutting zoning districts.

   STAFF RESPONSE: The intent of the PD zoning district is to encourage innovative, unique, and high-quality developments which include mixed-use developments. The proposed project will accommodate three unique land uses, an existing Private Club, an accessory residential dwelling, and accessory recreational vehicle parking land use. Additionally, the “SO” Service Office land uses will be allowed as outlined in the UDC at the subject property. The subject property abuts the “SO” zoning district to the South and “RE” to the North and East. The proposed PD zoning district will be in alignment with surrounding uses such as residential, private club, golf course, and recreation and entertainment outdoor.
3. The precedents that might result from approval or denial of the application, and the possible effects of such precedents on the character of the area, and in particular the building form, site design, and other development patterns and urban design aspects that accompany precedents for the proposed district.

   STAFF RESPONSE: Staff believes the request to rezone to “PD” (Planned Development) would not set a precedent that is out of character for the surrounding area.

4. Compliance of any proposed development with the requirements of the UDC.

   STAFF RESPONSE: The subject property is already developed. Limited site modifications are being requested through the Planned Development. However, the applicant is proposing to upgrade the existing RV electrical hookups on the site. Asphalt millings are proposed to be added to the existing gravel parking area designated for RVs. If any new development is proposed in the future, UDC requirements will be required to be brought into conformance (landscape, buffering, sidewalks, etc.).

5. The ability of the City or other government agencies to provide any services, facilities or programs that might be required if the application were approved.

   STAFF RESPONSE: The site is existing, and no significant development is being proposed as part of the scope of this application. Staff does not believe that there would be any significant increase in the demand for services, facilities or programs.
6. The effect of approval on the condition or value of property in the City or in the vicinity, including the likelihood of surrounding areas to be developed in accordance with the Comprehensive Plan.

   STAFF RESPONSE: Staff believes approval of this rezoning will not negatively impact the condition or value of the property of surrounding areas.
7. The requested zoning change is justified by a change in conditions since the existing zoning was designated or by an error in the current designation.

STAFF RESPONSE: The subject property is currently zoned "RE" (Residential Estate). The proposed private club and accessory recreational vehicle parking land uses are not allowed in the "RE" zoning. It's worth mentioning that an accessory residential dwelling is allowed as a limited use. The property is being rezoned to "PD" (Planned Development), to allow for the existing private club, accessory residential dwelling, and accessory recreational vehicle parking land uses, and all permitted uses within the "SO" (Service Office) zoning district.
The proposed zoning request is compatible with surrounding land uses such as the golf course, private club, and an agricultural homesite.

8. The consistency of the application with other adopted policies of the City.

   STAFF RESPONSE: Staff believes this proposal is consistent with other adopted City policies.

9. The recommendations of professional staff.

   STAFF RESPONSE: Based on the review criteria above, staff recommends approval of this rezoning request.

PD CONCEPT PLAN ANALYSIS

A concept plan or general development plan is a conceptual or generalized development plan for the entire area included either under the rezoning area or a previously approved concept plan area that requires an amendment. The purpose of a concept plan or general development plan is to allow preliminary review of a proposed development plan before substantial technical work has been undertaken.

Planned Development Standards: As part of the PD Standards, the applicant is proposing the following:

- The only land uses that will be permitted are the existing private club, accessory residential dwelling, and accessory recreational vehicle parking land uses, and all permitted uses within the "SO" (Service Office) zoning district.

Land Use: The applicant's PD Standards have specified proposed land uses. The proposed land uses of the property are "Private Club", "Accessory Recreational Vehicle Parking", and "Accessory Residential Dwelling" at 200 NE Brizendine Rd to utilize the existing barn as a private club, the existing residence as an accessory dwelling, and using a gravel/asphalt milling surface for recreational vehicle parking.

If approved, the only land uses allowed on the subject property are the "SO" Service Office land uses outlined in the UDC, with the addition of "Club, Private", "Accessory Residential Dwelling", and "Accessory Recreational Vehicle Parking" land uses.

Architectural Character: The current site has two existing buildings, a barn that will be utilized as part of the private club use and a single-family home that will be utilized as an accessory residential dwelling on the property. As stated, both structures are existing, and no interior or exterior remodels will made to either.

Parking: The applicant is proposing to use gravel/ recycled asphalt millings as a parking surface for the accessory recreational vehicle parking. No more than 8 recreational vehicle (RV) parking spaces shall be allowed. RV parking shall only be available to Elk's Lodge members, no commercial or public RV camping/parking is permitted at the property. **If development is proposed in the future, the site will have to come into conformance with the requirements for all commercial and private driveways to be permanently surfaced with dust free material.**

Streets & Sidewalks: The current site has two existing access points along NE Brizendine Road. There is no existing sidewalk along the frontage of the subject property, 200 NE Brizendine Rd. However, there is existing sidewalk along the frontage of the adjoining Elks Lodge property to the South, 100 NE Brizendine Dr. Since no further development is proposed at this time, the applicant is not being required to install one at 200 NE Brizendine Rd.

Pedestrian Access: The applicant is not proposing to modify the site; therefore, they are not required to bring it up to the current code requirements.

Traffic: There are no property modifications proposed as part of this PD Concept Plan. Therefore, no additional impacts are expected for traffic.

Stormwater: There are no property modifications proposed as part of this PD Concept Plan. Therefore, no additional impacts are expected for stormwater.

Sanitary Sewer: There are no property modifications proposed as part of this PD Concept Plan. Therefore, no additional impacts are expected for sanitary sewer.

Signage: The applicant has not proposed signage at this point. Any signs will be reviewed through an Administrative Sign Permit so long as they meet the Sign Code.

Frontage & Landscaping: The applicant is requesting the landscaping requirements to be waived since no development is proposed at this time. **If development is proposed in the future, the site will have to come into conformance with the landscaping and buffering.**

Open Space: Since this property is smaller than five (5) acres, the site is exempt from Open Space System requirements per UDC Section 406.030.

Preservation: The site is currently developed. There are mature trees to the south of the existing accessory dwelling on the site. There are also mature trees serving as a landscape buffer along the North, East, and Southern boundaries of the property. The applications are not proposing to disturb these areas or landscape.

Phasing: There is no further development proposed at this time.

Screening: No dumpster or other ground- or roof-mounted equipment is proposed at this time. However, any future equipment or dumpsters shall meet the screening requirements in UDC Section 407.040.

Outdoor Lighting: Any additional lighting must meet the City of Blue Springs Outdoor Lighting requirements.

Modifications Requested of The Underlying Zoning District: The applicant has requested modifications to the following regulations through the Planned Development process:

- **Per UDC Section 407.040, Site and Landscape Design, waive all landscaping requirements since no further development is proposed at this time.**
- **Per UDC Section 505.210, Surfaces, waive requirements for all commercial and private driveways to be permanently surfaced with dust free material.**

Review Criteria: *A Planned Development Concept Plan shall be reviewed according to the following criteria:*

1. The proposed PD District is compatible with present development in the area, and will not have a significant, adverse effect on the surrounding area.

   STAFF RESPONSE: The plan is compatible with present development in the area and is not expected to have a significant, adverse effect on the surrounding area.

2. The proposed PD District is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.

   STAFF RESPONSE: The plan is consistent with the public health, safety, and welfare of the surrounding area. Staff believes the PD district is also consistent with the efficiency and economy in the use of the land.

3. The proposed PD District is consistent with the overall direction, intent and policies of the City's Comprehensive Plan.

   STAFF RESPONSE: The proposal will be consistent with the general land uses identified in the Comprehensive Plan as "Distinct Destinations", which encourages *as a mix of larger-scale and regionally significant land uses that are different from other places in Blue Springs and the region. These areas may include a mix of retail, service/entertainment, office, institutional/civic or light industrial land uses, but a unique land use policy for each area emphasizes different uses, patterns and characteristics that make the destinations distinct.* This is in alignment with the proposed PD zoning district and the adjacent Elks Lodge property to the south, which is zoned "SO" Service Office.

4. The proposed PD District provides for a creative and innovative design which could not otherwise be achieved under the zoning regulations for the districts listed in Chapter 404.

STAFF RESPONSE: The plan reflects creative and innovative land use designs with outcomes that could not be achieved under the zoning regulations for the districts listed in the UDC.

5. The exceptions from the zoning regulations requested in the proposed PD are warranted by virtue of innovative design and amenities incorporated in the PD District.

   STAFF RESPONSE: The applicant believes the requested exceptions through the proposed PD are warranted due to the lack of proposed development.

6. The PD District reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area.

   STAFF RESPONSE: The plan reflects generally accepted and sound planning and urban design principles, specifically those outlined in the Comprehensive Plan as noted under previous review criteria.

7. The request for a PD District meets all of the review criteria for a Zoning Map amendment.

   STAFF RESPONSE: The PD Concept Plan meets the minimum review criteria for a rezoning as noted in the staff report.

Approval of a Concept Plan shall constitute acceptance of the overall planning concepts and development parameters. An approved Concept Plan shall lapse and be of no further force and effect if a Final Plan (or a Final Plan for a designated phase of the Concept Plan) has not been approved within two (2) years of the date of approval of the Concept Plan.

Staff Recommendation:

Staff recommends approval of the Rezoning application.

- The property is located within the Adams Dairy Parkway Overlay (ADP-O) district. The proposed rezoning request is only to change the base zoning from “RE” to “PD”. The ADP-O will remain and will not be affected by the change in base zoning.

Staff recommends approval of the Planned Development Concept Plan application with the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
   a) Per UDC Section 407.040, Site and Landscape Design, waive all landscaping requirements since no further development is proposed at this time.
   b) Per UDC Section 505.210, Surfaces, waive requirements for all commercial and private driveways to be permanently surfaced with dust free material.
2. The PD Standards shall only permit “SO” Service Office land uses outlined in the UDC with the addition of “Club, Private”, “Accessory Residential Dwelling”, and “Accessory Recreational Vehicle Parking” land uses.
3. If further site development is proposed in the future, compliance with the UDC will be required.

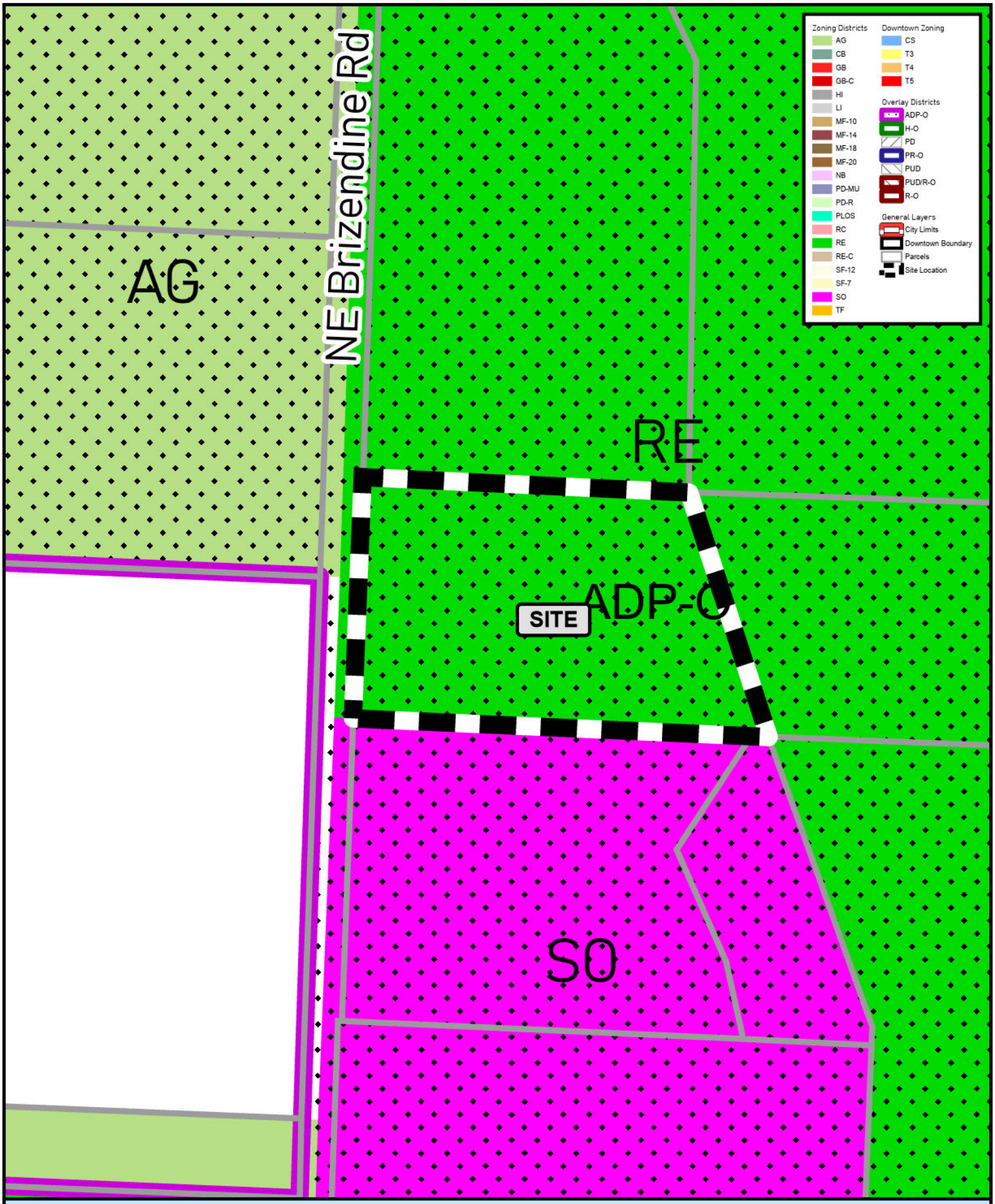


The City of Blue Springs Missouri

RZ-08-24-9290
PDC-08-24-9291
Parcel 36-720-02-04-02-2-00-000
AERIAL LOCATION MAP

N

1 inch = 167 feet
Date: 9/25/2024



The City of Blue Springs Missouri

RZ-08-24-9290 | CDP-08-24-9291
BPOE ELKS LODGE
Parcel 36-720-02-04-02-2-00-000
SITE LOCATION MAP

N

1 inch = 167 feet
Date: 9/25/2024

100 NE BRIZENDINE



200 N.E. BRIZENDINE



BLUE SPRINGS LODGE NO. 2509
BENEVOLENT AND PROTECTIVE ORDER OF ELKS
100 NE BRIZENDINE ROAD
BLUE SPRINGS, MISSOURI 64014
(816) 229-6081

PLANNED DEVELOPMENT STANDARDS

I. Intent:

The intent of the Elk's Lodge Planned Development PD Zoning and PD Concept plan is to allow for the unique mixture of land uses currently existing on the property and the unique location of the property on Bizendine Road and surrounded by Adams Pointe Golf Course and to mirror the Service Office zoning district, under which the existing Elk's Lodge is zoned, and to allow for limited accessory land uses.

The Elk's Lodge PD shall be exempt from the development requirements of the UDC if the property is maintained and used in a manner consistent with the Elk's Lodge PD Concept Plan. Any future expansion, alteration, modification, development, subdivision, or other similar improvements may require the property to be brought up to the development standards contained in the UDC at the time of development.

All regulations not specified in these Planned Development (PD) standards for the development and/or property shall conform to the requirements for the Service Office (SO) zoning district and the allowed Building Types in said zoning district and the most compatible building types outlined in the UDC that are currently existing on the property as outlined in the City's Unified Development Code in effect at the time of development as determined by the Director of Community Development.

II. Land Uses Permitted:

The Land Uses allowed under the Elk's Lodge PD Zoning shall be those allowed by right in the Service Office zoning district as outlined in the Blue Springs Unified Development Code as well as allow for:

1. One accessory residential house/dwelling unit that is already existing on the property.

a. The existing house on the property shall be allowed to remain, no expansion or additions to the house are permitted.

2. Recreational Vehicle Camping

a. No more than 8 recreational vehicle (RV) parking spaces shall be allowed.

b. RV parking shall only be available to Elk's Lodge members, no commercial or public RV camping/parking is permitted

III. Off-street Parking and Loading:

All off-street parking and loading shall be provided in accordance with the regulations in the Unified Development Code, except that in lieu of paving or asphalt for the parking lot and driveways for the property, recycled asphalt millings compacted to a degree to prevent dust shall be permitted for the Elk's Lodge PD zoning area only.

IV. Landscaping:

The Elk's Lodge PD shall be exempt from landscaping standards required under the UDC as long as the property continues to be utilized in a manner consistent with the Elk's Lodge PD Concept Plan. Any future development of the property may require the property to be brought up to the landscaping standards of the UDC.

Dana H Duckworth 9-19-2024

Dana Duckworth, Trustee Chair Date

The City of Blue Springs

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*	
CASE #:	RZ-08-24-9290; PDC-08-24-9291
PC MEETING:	10.14.2024
CC MEETING:	10.21.2024
BOA MEETING:	
NEWSPAPER:	9.28.2024
NOTICE LETTERS:	9.27.2024
PLANNER:	Chris Willis

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

BPOE Elks
Project Name

100 & 200 NE Brizendine Rd, Blue Springs MO 64014 — FINAL PLAT OF ELKS SUBDIVISION 1ST PLAT LOT 1 AND TR A---LOT 1
Project Address (Parcel ID if No Address Assigned or Multiple Addresses) — **Legal Description (attach as a separate page if too large)**

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
RE	Residential and lodge	PD	Private Club	4.79	1

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ☒ Rezoning
- ☐ General Development Plan

LAND SUBDIVISION
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ☒ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☐ Site Plan/Design Review (SPDR)
- ☐ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☐ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
BPOE Elks	BPOE Elks	816-838-4828	kennethbillusp2@gmail.com

Address	City	State	Zip Code
100 NE Brizendine Rd	Blue Springs	MO	64014

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X Dana H Duckworth TRUSTEE CHAIRMAN — 8-28-2024
Applicant Signature — **Date**

Name of Property Owner	Phone	Email Address
Dana Duckworth	816-682-3887	dana.duckworth@yahoo.com

Address	City	State	Zip Code
BPOE Elks	Blue Springs	MO	64014

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize the City of Blue Springs to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X Dana H Duckworth TRUSTEE CHAIRMAN — 8-28-2024
Property Owner Signature — **Date**

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REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS			
	REQUIREMENT	**DESCRIPTION**	**NUMBER**
☒	**Project Location Information**	Complete 1st page of this Application	
☒	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☒	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
☐	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☒	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☐	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

Rezone property to allow for expansion of Elks Lodge use including accessory residential house and accessory RV camping pedistals.

Upgrading electrical for RV & future EV parking.

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CONTACT INFORMATION SHEET

PROJECT LEAD

BPOE Elks

Name	Company Name		
Ken Billups, Sr	Blue Springs	MO	64013
Address	**City**	**State**	**Zip**
P.O. Box 281, Blue Springs, MO 64013	816-838-4828		
Email	**Phone**	**Fax**	

DEVELOPER

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ENGINEER

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

SURVEYOR

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

LANDSCAPE ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ATTORNEY

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Dana Duckworth

Name	Company Name		
904 SW Powell Dr, Oak Grove MO 64075	BPOE Elks	MO	64075
Address	**City**	**State**	**Zip**
dana.duckworth@yahoo.com	816-682-3887		
Email	**Phone**	**Fax**	

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FEE CALCULATION TABLE

	APPLICATION	FEE		TOTAL
	ANNEXATION			
ANNX	Annexation	$468 + Public Hearing[1]		$
DEAX	De-Annexation	$468 + Public Hearing[1]		$
	LAND USE			
CUP	Conditional Use	$468 + Public Hearing[1]		$
RZ	Rezoning	$468 + Public Hearing[1]		$ 468
	General Development Plan	$0 + Public Hearing[1]		$
	LAND SUBDIVISION			
PP	Plat – Preliminary	$440 + $4 per lot	#_____ lot(s)	$
PF	Plat – Final	$270 + $2 per lot	#_____ lot(s)	$
MSP	Minor Subdivision Plat	$110		$
MLLA	Minor Lot Line Adjustment	$110		$
	MASTER DEVELOPMENT PLANS			
PDC	PD Concept Plan	$506 + $22 per acre + Public Hearing[1]	#_____ acre(s)	$ 506
PDF	PD Final Plan	$275		$
PUDC	Amended PUD Concept Plan	$506 + 22 per acre + Public Hearing[1]	#_____ acre(s)	$
PUDF	PUD Final Plan	$242		$
PROC	Amended PR-O Concept Plan	$506 + 22 per acre + Public Hearing[1]	#_____ acre(s)	$
PROF	PR-O Final Plan	$242		$
RMP	Redevelopment Modification Plan	$605 + Public Hearing[1]		$
	SITE DEVELOPMENT			
AR	Appearance Review	$242		$
SPDR	Site Plan / Design Review (SPDR)	$605		$
ASPDR	Administrative SPDR	$550 if >750 sq. ft.; $0 if <750 sq. ft.	#_____ sq. ft.	$
PDFS	PD Final Plan / SPDR	$847		$
PUDFS	PUD Final Plan / SPDR	$847		$
	SIGNAGE			
MASP	Master Sign Plan	$220		$
	Administrative Sign Plan	$0		
	Appeal for Minor Sign Adjustment	$0		$
	Appeal of Admin. Decision (Signage)	$0		$
	OTHERS			
VAC	Vacation	$390 + Public Hearing[1]		$
VAR	Variance	$484 + Public Hearing[1]		$
	Alternative Development Standards	$0 + Public Hearing[1]		$
UDCT	UDC Text Amendment	$500 + Public Hearing[1]		$
AA	Appeal of Admin. Decision	$484 + Public Hearing[1]		$
	TELECOMMUNICATIONS			
TCOM	Telecom. Pre-App	$110		$
TCOM	Minor Telecommunications	$275		$
TCOM	Major Telecommunications	$550		$
	TOTAL	**OFFICE USE:** Card Cash or Check: #		$

1. *Public Hearings require a newspaper advertisement and the posting of a notification sign. The applicant will be billed separately after the invoice for the newspaper advertisement is received by the City. Also, the applicant is responsible for the installation of the notification sign provided by the City. See the Appendix in the Application Specific Requirements document for Public Notification Requirements.*

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10013566
APPROVED BY LEGAL COUNSEL

I 2815P1006

FORM NO. 15 CLASS E © 1992 (Rev 6/93)

CORPORATION
SPECIAL WARRANTY DEED

THIS INDENTURE, Made on the 28th day of February, One Thousand Nine Hundred Ninety-Six, by and between CITY OF BLUE SPRINGS

a corporation organized and existing under the laws of Missouri, and having a place of business in the County of Jackson, State of Missouri, part y of the first part, and BENEVOLENT AND PROTECTIVE ORDER OF ELKS NO. 2509 BLUE SPRINGS

of the County of Jackson, State of Missouri, party of the second part

(Mailing address of said first named grantee is 900 Vesper, BS MO 64015).

WITNESSETH, THAT THE SAID PARTy OF THE FIRST PART, in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS DOLLARS, to it paid by the said party of the second part (the receipt of which is hereby acknowledged) do by these presents, SELL and CONVEY unto the said part of the second part its heirs, and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jackson and State of Missouri, to-wit: All

Legal description attached

3.00
3.00
4.00
8.00
18.00
T. Bunch

STATE OF MISSOURI }ss
COUNTY OF JACKSON }
I CERTIFY INSTRUMENT RECEIVED

1996 MAR -8 P 2:34

I 2815P1006

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said party of the second part and unto its heirs and assigns forever; the said party of the first part hereby covenanting that the said premises are free and clear from any incumbrance done or suffered by it; and that said part of the first part will warrant and defend the title to said premises unto the said party of the second part and unto its heirs and assigns forever, against the lawful claims and demands of all persons claiming under it.

IN WITNESS WHEREOF, The said part y of the first part has caused these presents to be executed under seal pursuant to due authority as of the date first above set forth.

(SEAL)

ATTEST:
Dianne Gardner
Title: City Clerk
Print or type name: Dianne Gardner

CITY OF BLUE SPRINGS
By: Gregory O. Grounds
Title: Mayor
Print or type name: Gregory O. Grounds

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I2815P1007

MISSOURI MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF JACKSON)

On this 28th day of February, 1996, before me, appeared Gregory O. Grounds, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Blue Springs, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council pursuant to a Ordinance No. 2612 duly adopted and passed on September 18, 1995, and the said Gregory O. Grounds acknowledged said instrument to be the free act and deed of himself and said municipal corporation executed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Karen E. Lakey
Notary Public within and for said County and State
Print or Type Name: KAREN E. LAKEY

My Commission Expires:

Nov. 8, 1997

LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 49, RANGE 30, JACKSON COUNTY, MISSOURI, EXCEPT THAT PART IN ROADWAY RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 87 25'47" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 8.55 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF BRIZENDINE ROAD, AS NOW ESTABLISHED; THENCE NORTH 2 23'45" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 20 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID BRIZENDINE ROAD, A DISTANCE OF 659.43 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH ONE- HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 87 27'10" EAST, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 1300. 97 FEET, TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 2 07'08" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION; A DISTANCE OF 659.98 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION; THENCE NORTH 87 25'47" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARETER SECTION, A DISTANCE OF 1304.17 FEET, TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF: ALL PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 49, RANGE 30, JACKSON COUNTY, MISSOURI, MORE PARICULAIRLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 87 25'47" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 750.01 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 2 09'25" EAST, A DISTANCE OF 280.01 FEET; THENCE NORTH 19 39'48"WEST, A DISTANCE OF 410.16 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 87 27'10" EAST, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 714.72 FEET, TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION THENCE SOUTH 2 07'08" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 659.98 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION, THENCE NORTH 87 25'47" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 562.70 FEET, TO THE POINT OF BEGINNING.

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08/30/2024 10:39:30 AM

I0013565 I2815P1004

Reserved for Recorder of Deeds

STATE OF MISSOURI
COUNTY OF JACKSON
I CERTIFY INSTRUMENT RECEIVED

1996 MAR -8 P 2:34.0

REC I2815P1004

DIRECTOR OF RECORDS

3.00
3.00
4.00
8.00
18.00
T. Bunch

Missouri Warranty Deed

THIS INDENTURE, Made on the 4th *day of* March *A. D., One Thousand Nine Hundred and* Ninety-Six (96) *by and between* BENEVOLENT AND PROTECTIVE ORDER OF ELKS NO. 2509 BLUE SPRINGS *of the County of* JACKSON *, State of* MISSOURI *party of the first part, and* CITY OF BLUE SPRINGS *of the County of* JACKSON *, State of* MISSOURI *party of the second part,*

(Mailing address of said first named grantee is 903 Main St., BS, Mo 64015-3799 *).*

WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of ---ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS---- *DOLLARS, to* BE *paid by said party of the second part (receipt of which is hereby acknowledge), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part its heirs and assigns, the following described lots, tracts and parcels of land lying, being and situate in the County of* JACKSON *and State of* MISSOURI *, to wit:*

ALL THAT PART OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 49, RANGE 30, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE NORTH 2 09'25" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 659.44 FEET, TO THE SOUTHWEST CORNER OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION; THENCE 87 27'10" EAST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, A DISTANCE OF 597.56 FEET, TO THE POINT OF BEGINNING, THENCE NORTH 19 39'48" WEST, A DISTANCE OF 356.24 FEET, TO A POINT ON THE NORTH LINE OF THE OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 87 27'52" EAST, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 946.92 FEET, TO THE NORTHEAST

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto heirs and assigns forever; the said BENEVOLENT AND PROTECTIVE ORDER OF ELKS NO. 2509 BLUE SPRINGS *hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims, and that it will warrant and defend the title to the said premises unto the said party of the second part and unto heirs and assigns forever, against the lawful claims and demands of all persons whomsoever*

IN WITNESS WHEREOF, The said party of the first part has hereunto set hand and seal the day and year above written.

Emmett Stewart (SEAL)
BENEVOLENT AND PROTECTIVE ORDER OF ELKS NO 2509 BLUE SPRINGS Emmett T. Stewart, trs.

Norman D. Liddle (SEAL)
Norman D. Liddle, trs.

Dale E. Sullivan (SEAL)
Dale E. Sullivan, trs.

Roger Deterding (SEAL)
Roger Deterding, trs.

Richard L. Stiles
Richard L. Stiles, trs.

In the State of MISSOURI *, County of* JACKSON *, on this* 4th *day of* March *19* 96 *, before me, the undersigned, a Notary Public in and for said County and State, personally appeared* Emmett T. Stewart, Dale E. Sullivan, Richard L. Stiles, Norman D. Liddle & Roger L. Deterding Trustees *to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and the said* Emmett T. Stewart, Dale E. Sullivan, Richard L. Stiles, Norman D. Liddle and Roger L. Deterding, trustees

further declared ~~to be unmarried~~. themselves Trustees of Party of the First Part and duly authorized to sign this Deed under the by Laws thereof.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

ROBERT K. McDONALD
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 17, 1997

(Seal)

Notary Public

My Term Expires _____ *19* _____

Received
08/30/2024 10:39:30 AM

I2815P1005

LEGAL DESCRIPTION CONTINUED

CORNER OF THE SOUTH ONE-HALF OF THE NORTH-ONE HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 2 07'08" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 329.99 FEET, TO THE SOUTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION; THENCE NORTH 87 27'10" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER SECTION, A DISTANCE OF 714.72 FEET, TO THE POINT OF BEGINNING.

Received
08/30/2024 10:39:30 AM

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: VKZk84TI9LGPoMXeeFim
Elks Lodge

See Proof on Next Page

AFFIDAVIT OF PUBLICATION: #2716670

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Sherry Groves

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 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:

Sep. 28, 2024

Sherry Groves
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $132.59

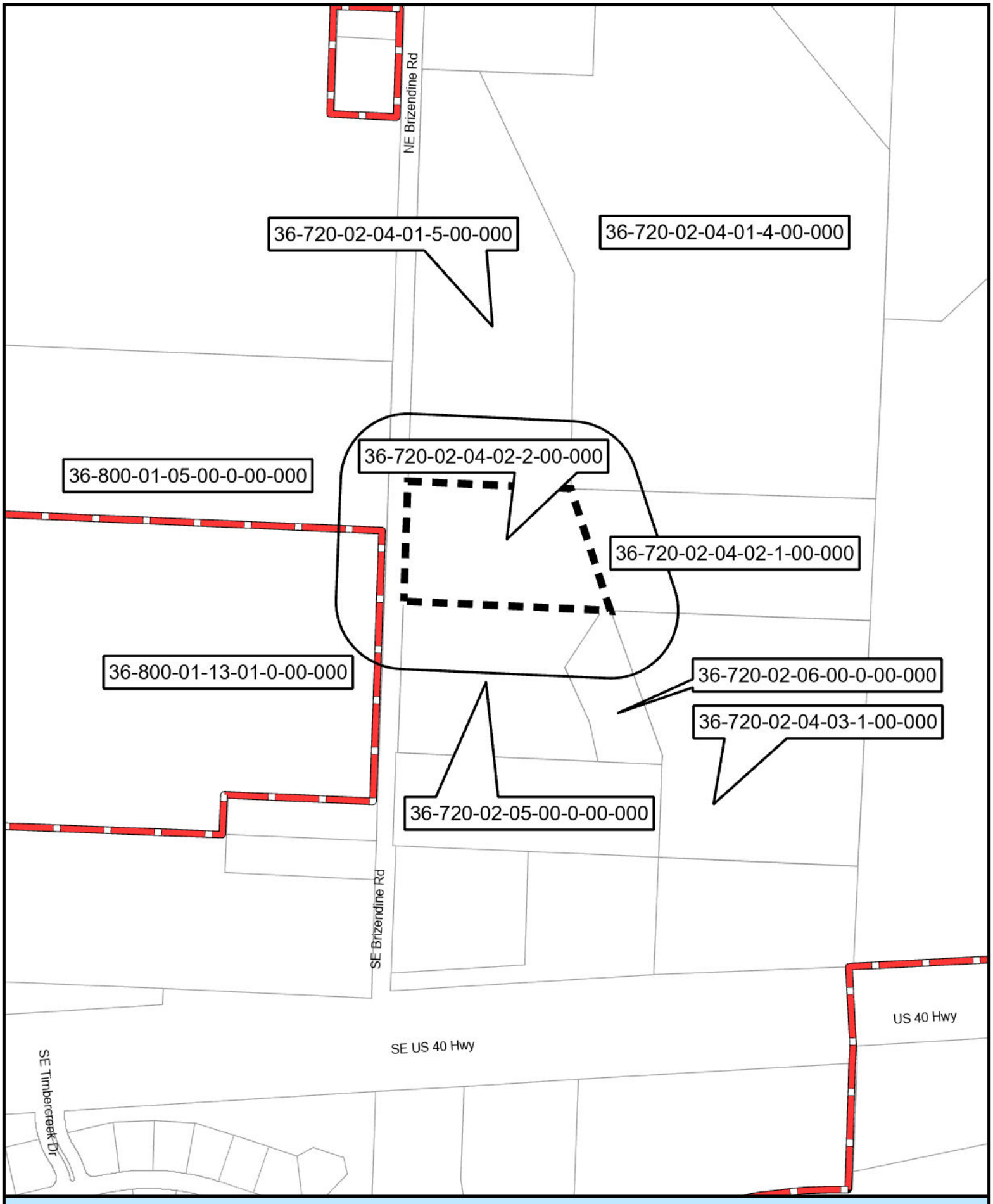
LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE
Rezone & Planned Development Concept Plan I RZ-08-24-009290 & PDC-08-24-009291 BPOE Elks
200 NE Brizendine
Parcel # 36-720-02-04-02-2-00-000
Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on Monday, October 14, 2024, 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, Mr. Duckworth; of BPOE Elks Lodge, to rezone 4.79 +/- acres of property from "RE" (Residential Estate) to "PD" (Planned Development) zoning district and to approve a Planned Development Concept Plan to allow for the existing private club, accessory dwelling, and Recreational Vehicle Park land uses, and all permitted uses within the "SO" (Service Office) zoning district.
Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:
SEC-33 TWP-49 RNG-30---PT W 1/2 NW 1/4 DAF: BEG SW COR SD NW 1/4 TH N ALG W LI SD NW 1/4 659.44' TO TRU POB TH S 87 DEG E 597.56' TH N 19 DEG W 356.24' TH N 87 DEG W 470' MOL TO W LI SD NW 1/4 TH S; ALG SD W LI 330' MOL TO TRU POB (EX PT IN RD)
CITY OF BLUE SPRINGS
Planning Commission
By: Christopher Willis, Associate Planner
The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezone and Planned Development Concept Plan on Monday, October 21, 2024, 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
PUBLISH: Saturday, September 28, 2024
E-MAIL TO THE EXAMINER: legals@examiner.net 9/25/2024
Page 1 of 1

Published in the Examiner, Sep 28, 2024

2716670

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
36-800-01-13-01-0-00-000	28504 SE BRIZENDINE RD	UNINCORPORATED	MO	64014	AMERICAN LEGION POST #499	499 S M 7 HWY BLUE SPRINGS, MO 64015
36-720-02-04-02-1-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64014	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
36-720-02-04-01-4-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64014	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
36-720-02-04-02-2-00-000	200 NE BRIZENDINE RD	BLUE SPRINGS	MO	64014	BENEVOLENT & PROTECTIVE ORDER	100 NE BRIZENDINE RD 2509 BLUE SPRINGS, MO 64014
36-720-02-05-00-0-00-000	100 NE BRIZENDINE RD	BLUE SPRINGS	MO	64014	BENEVOLENT & PROTECTIVE ORDER OF ELKS	100 NE BRIZENDINE RD 2509 BLUE SPRINGS, MO 64014
36-800-01-05-00-0-00-000	205 NE BRIZENDINE RD	BLUE SPRINGS	MO	64014	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
36-720-02-04-01-5-00-000	500 NE BRIZENDINE RD	BLUE SPRINGS	MO	64014	FLETCHER WILLIAM KEITH-TR	PO BOX 268 BLUE SPRINGS, MO 64013-0268
36-720-02-06-00-0-00-000	150 NE BRIZENDINE RD	BLUE SPRINGS	MO	64014	BENEVOLENT & PROTECTIVE ORDER OF ELKS	100 NE BRIZENDINE RD 2509 BLUE SPRINGS, MO 64014
36-720-02-04-03-1-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64014	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015



The City of Blue Springs Missouri

RZ-08-24-9290 | PDC-08-24-9291
BPOE ELKS LODGE
Parcel 36-720-02-04-02-2-00-000
185' NOTIFICATION MAP

N

1 inch = 333 feet
Date: 9/25/2024

Blue Springs, Missouri
Community Development

September 27, 2024

Ref: Public Hearing: Rezone & Planned Development Concept Plan | RZ-08-24-9290 & PDC-08-24-9291

BPOE Elks
200 NE Brizendine Rd.
Parcel # 36-720-02-04-02-2-00-000

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, Mr. Duckworth of BPOE Elks Lodge, to rezone 4.79 +/- acres of property from "RE" (Residential Estate) to "PD" (Planned Development) zoning district and to approve a Planned Development Concept Plan to allow for the existing private club , accessory dwelling, and Recreational Vehicle Park land uses, and all permitted uses within the "SO" (Service Office) zoning district.

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@bluespringsgov.com 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, October 14, 2024 @ 6:30 p.m.
&
City Council – Monday, October 21, 2024 @ 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
COMMUNITY DEVELOPMENT

Christopher Willis

Associate Planner

Introduced by Councilmember _____ BILL NO. 5269
(RZ-08-24-9290 & PDC-08-24-9291)

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN APPLICATION TO REZONE THE PROPERTY ADDRESSED 200 NE BRINZEDINE ROAD, CONSISTING OF 3.84 +/- ACRES OF LAND, FROM "RE" (RESIDENTIAL ESTATES) TO "PD" (PLANNED DEVELOPMENT) AND A PLANNED DEVELOPMENT CONCEPT PLAN TO ALLOW FOR THE EXISTING PRIVATE CLUB, ACCESORY RESIDENTIAL DWELLING, ACCESSORY RECREATIONAL VEHICLE PARKING, AND ALL PERMITTED USES WITHIN THE "SO" (SERVICE OFFICE) ZONING DISTRICT FOR BPOE ELKS LODGE

WHEREAS, proper application having been made to approve a Rezoning and Planned Development Concept Plan (for property hereinafter described; and

WHEREAS, after review of the Rezoning and Planned Development Concept Plan 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 on October 14, 2024, which Commission, after said hearing, recommended that the application for the Rezoning and Planned Development Concept Plan be approved with three conditions; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the application was appropriate at the location herein described; and.

WHEREAS, thereafter a public hearing was held by City Council on October 21, 2024;

WHEREAS, the City of Blue Springs, Missouri has determined that the Rezoning and Planned Development Concept Plan 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 tract of real estate is hereby declared subject to the Conditional Use Permit approved by this Ordinance. The site is legally described as:

SEC-33 TWP-49 RNG-30---PT W 1/2 NW 1/4 DAF: BEG SW COR SD NW 1/4 TH N ALG W LI SD NW 1/4 659.44' TO TRU POB TH S 87 DEG E 597.56' TH N 19 DEG W 356.24' TH N 87 DEG W 470' MOL TO W LI SD NW 1/4 TH S; ALG SD W LI 330' MOL TO TRU POB (EX PT IN RD)

Section 2. The land covered within this Rezoning and Planned Development Concept Plan and contained within the area described by Section 1 of this Ordinance, may be used in compliance with the Rezoning and Planned Development Concept Plan 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 October 14, 2024, meeting and to the City Council at its October 21, 2024, meeting, and approved by the City Council as conditions of passage by this Ordinance and of this Rezoning and Planned Development Concept Plan, 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 based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
   a) Per UDC Section 407.040, Site and Landscape Design, waive all landscaping requirements since no further development is proposed at this time.
   b) Per UDC Section 505.210, Surfaces, waive requirements for all commercial and private driveways to be permanently surfaced with dust free material.

2. The PD Standards shall only permit "SO" Service Office land uses outlined in the UDC with the addition of "Club, Private", "Accessory Residential Dwelling", and "Accessory Recreational Vehicle Parking."

3. If further site development is proposed in the future, compliance with the UDC will be required.

Section 3. The PD Concept Plan, attached and entered as Exhibit A to the Ordinance, shall regulate the development pattern of the property.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 5. 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 21st day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Exhibit A


200 N.E. BRIZENDINE
MAINTENCE BARN
Ramp
8
7
6
5
4
3
2
1
8 RV PARKING
SINGLE FAM RESIDENCE

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 26, 2024 **CONTRACT NO.**

SUBMITTED BY: Bob Muenz **DEPARTMENT: Police**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill approving a Subaward Agreement for the Jackson County Drug Task Force for the 2023 Edward Byrne Memorial Justice Assistance Grant.

BACKGROUND/JUSTIFICATION

The Missouri Department of Public Safety, who administers the Justice Assistance Grant (JAG) awarded to the Jackson County Drug Task Force (JCDTF), has requested signature and initialing on the Subaward Agreement form by the municipality's authorized official that is receiving pass-through funding. Because the JCDTF lists the Blue Springs Detectives assigned to the JCDTF as salary reimbursement in the grant, it is considered pass-through funding. The amount of the pass-through funding is $46,842.25.

Currently, two detective salaries are funded by the grant to the JCDTF, which in turn reimburses the City for the salaries. There are also other funds besides JAG used to reimburse the City 100% of the salaries, including State grants and COMBAT funding. This amount equates to roughly $160,000.00 in salary reimbursement for two detectives. The additional funding sources do not require similar subaward agreements. There is no financial impact to the City by signing this agreement other than ensuring that the pass-through reimbursement funds continue through the life of this grant cycle that ends on 6/30/2025.

FINANCIAL IMPACT

Contractor:	Jackson County Drug Task Force
Amount of Request/ Contract:	$0
Amount Budgeted:	$0
Budget Year:	FY
Funding Source/Account #:	- -
Account Balance:	$ Date: Click or tap to enter a date.
Additional Funds Needed:	$
Funding Source/Account #:	- -
Revenue to be Received:	$46,842.25
Revenue Account No.	- -

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 22, 2024	June 30, 2025
Years and Months Contract in effect	**Number of times renewable**
9 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Subaward Agreement attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Melissa Braun***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5270

ORDINANCE NO. ____

AN ORDINANCE APPROVING A SUBAWARD AGREEMENT FOR THE JACKSON COUNTY DRUG TASK FORCE FOR THE 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, the City of Blue Springs Police Department provides two detectives to serve on the Jackson County Drug Task Force; and,

WHEREAS, the Jackson County Drug Task Force reimburses the City for those salaries utilizing pass-through Federal grant funds for a portion of the total salaries; and,

WHEREAS, the grant requires those recipients of pass-through federal funding to sign the subaward agreement.

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 sign the Subaward Agreement between the City of Blue Springs and the Jackson County Drug Task Force to receive pass-through grant funding for salary reimbursement. A copy of the Subaward Agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

Section 3. 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 21st day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

Jackson County, Drug Task Force

415 E 12th Street
Kansas City, Missouri 64106
Telephone: 819-881-3176 Fax: 816-881-3877

SUBAWARD AGREEMENT

DATE	09-10-2024
FEDERAL IDENTIFICATION NUMBER	15PBJA-23-GG-02992-MUMU-F07-BS
CONTROL NUMBER	BS
SUBRECIPIENT NAME	City of Blue Springs
UEI Number	XNB7P7URLFB7
ADDRESS	1200 Main Street
CITY	Blue Springs
STATE	MO
ZIP CODE	64015
TOTAL AMOUNT OF THE FEDERAL AWARD	$46,842.25
AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION	$46,842.25
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT	$46,842.25
TOTAL APPROVED COST SHARING OR MATCHING	$0.00
PROJECT PERIOD FROM	07/01/2024
PROJECT PERIOD TO	06/30/2025
FEDERAL AWARD DATE	09/22/2023
PROJECT TITLE	2023 Edward Byrne Justice Assistance Grant (JAG) – City of Blue Springs
FUNDED BY	2023 Edward Byrne Memorial Justice Assistance Grant JAG
FEDERAL AWARDING AGENCY	Department of Justice – MO DPS
PASS THROUGH ENITITY	Jackson County
IS THIS AWARD R&D	YES ☐ NO ☒
INDIRECT COST RATE	YES ☐ NO ☒ AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER	16.738
METHOD OF PAYMENT (Reimbursement -- Advanced)	Reimbursement

CONTACT INFORMATION

(YOUR AGENCY'S) CONTACT	SUBRECIPIENT PROJECT DIRECTOR
NAME: Cari Beeman	NAME: Chief Robert Muenz
E-MAIL ADDRESS: cbeeman@jcdtf.com	ADDRESS (If different from above): 1100 SW Smith Street
TELEPHONE: 816-503-4713	CITY, STATE AND ZIP CODE: Blue Springs, MO 64015
Agency Officer In Charge: Dan Cummings	TELEPHONE: 816-228-0151 / E-MAIL ADDRESS: bmuenz@bluespringsgov.org

SUMMARY DESCRIPTION OF PROJECT

The Missouri Department of Public Safety's strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens. We invite our stakeholders and partners to also adopt these priorities and join us in building more prepared, protected and secure Missouri communities. Public safety is a shared responsibility and funding should support priorities that are the most impactful and demonstrate the greatest return on investment. The Missouri Department of Public Safety seeks to forge partnerships with our law enforcement partners by providing them resources. The JAG DTF grant opportunity provides resources to combat drug related crimes.

SUBAWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
(TYPED NAME AND TITLE OF) JAG SUBAWARDING OFFICIAL: Ms. Jean Peters-Baker		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL: City Administrator Christine Cates	
SIGNATURE OF APPROVING OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

APPROVED: Jennifer M. Baird

GRANT PROGRAM 2023 Edward Byrne Justice Assistance Grant (JAG) – City of Blue Springs	SUBRECIPIENT City of Blue Springs
AWARD NUMBER 15PBJA-23-GG-02992-MUMU-F07-BS	DATE 09/10/2024

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

TABLE OF CONTENTS

Article I	Prohibited and Controlled Equipment
Article II	Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54
Article III	Compliance with 41 U.S.C. 4712 (including prohibition on reprisal; notice to employees)
Article IV	Applicability of Part 200 Uniform Requirements
Article V	Rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
Article VI	DOJ Grants Financial Guide
Article VII	General appropriations-law restrictions on the use of federal funds (FY2002)
Article VIII	Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38
Article IX	Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42
Article X	Employment eligibility verification
Article XI	OJP Training Guiding Principles
Article XII	Interaction with participating minors
Article XIII	Restrictions and certifications regarding non-disclosure agreements and related matters
Article XIV	Reclassification of various statutory provisions to a new Title 34 of the United States Code
Article XV	Requirement to report actual or imminent breach of personally identifiable information (PII)
Article XVI	Encouragement of policies to ban text messaging while driving
Article XVII	All subawards must have specific federal authorization
Article XVIII	Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
Article XIX	Reporting potential fraud, waste, and abuse, and similar misconduct
Article XX	Requirements related to System for Award Management and Universal Identifier Requirements
Article XXI	Restrictions on “lobbying”
Article XXII	Avoidance of duplication of networks
Article XXIII	UAS UAV
Article XXIV	Compliance with 28 C.F.R. Part 23
Article XXV	Confidentiality of data
Article XXVI	Submissions of eligible records relevant to the National Instant Background Check System
Article XXVII	Compliance with National Environmental Policy Act and related statutes
Article XXVIII	Establishment of trust fund
Article XXIX	Prohibition on use of award funds for match under BVP
Article XXX	Exceptions regarding Prohibited and Controlled Equipment under OJP awards
Article XXXI	Expenditures prohibited without waiver
Article XXXII	Required data on law enforcement agency training

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM 2023 Edward Byrne Justice Assistance Grant (JAG) – City of Blue Springs	SUBRECIPIENT City of Blue Springs
AWARD NUMBER 15PBJA-23-GG-02992-MUMU-F07-BS	DATE 09/10/2024

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

Article XXXIII	Compliance Training
Article XXXIV	Change in Personnel
Article XXXV	Subaward Adjustments
Article XXXVI	Monitoring
Article XXXVII	Employment of Unauthorized Aliens
Article XXXVIII	Relationship
Article XXXIX	Fair Labor Standards Act
Article XL	Drug-Free Workplace
Article XLI	Computer Networks
Article XLII	Noninterference with Federal Law Enforcement
Article XLIII	Public Disclosure of Certain Law Enforcement Sensitive Information
Article XLIV	Noninterference with Federal Interrogation of Certain Aliens
Article XLV	Noninterference with Notice of Scheduled Release
Article XLVI	Ensuring Access to Federally Assisted Programs
Article XLVII	Enforcing Civil Rights Laws
Article XLVIII	Limited English Proficiency (LEP)
Article XLIX	Equal Employment Opportunity Plan (EEOP)
Article L	Using Arrest and Conviction Records for Employment Decisions
Article LI	Finding of Discrimination
Article LII	Unlawful Employment Practices
Article LIII	Discrimination in Public Accommodations
Article LIV	Fund Availability
Article LV	Release of Funds
Article LVI	Duplicative Funding
Article LVII	Allowable Costs
Article LVIII	Financial Reporting Requirements
Article LIX	Procurement
Article LX	Buy American
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Article LXIII	Audit
Article LXIV	Compensation
Article LXV	Suspension/Termination of Subaward
Article LXVI	Enforceability
Article LXVII	National Incident Based Reporting System (NIBRS) formerly Uniform Crime reporting (UCR)
Article LXVIII	Vehicle Stops
Article LXIX	Police Use of Force Transparency Act of 2021
Article LXX	Federal Equitable Sharing Funds
Article LXXI	Custodial Interrogations
Article LXXII	DWI Law – Law Enforcement
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Article I – Prohibited and Controlled Equipment
Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the subrecipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

Article II – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54
The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs.".

Article III – Compliance with 41 U.S.C. 4712 (Including prohibition on reprisal; notice to employees)
The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Department of Public Safety for guidance.

Article IV – Applicability of Part 200 Uniform Requirements
The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Article V – Rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
The subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Article VI – DOJ Grants Financial Guide
References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm) , including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Article VII – General appropriations-law restrictions on the use of federal funds (FY 202 2)
The subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient

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is to contact OJP for guidance, and may not proceed without the express prior written approval of the Department of Public Safety.

Article VIII – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Article IX – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Article X – Employment eligibility verification

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications

pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs -
   To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction -

   A. Staff involved in the hiring process for purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

   B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative No confirmation" or a "Final No confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

   C. “United States" specifically includes the District of Columbia, Puerto Rico, Guam the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

   D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

   E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to the Department of Public Safety, before award acceptance.

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Article XI – OJP Training Guiding Principles

Any training or training materials that the subrecipient ("subgrantee") develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Article XII – Interaction with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for any subaward, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award whether subrecipient is to benefit a set of individuals under 18 years of age. The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Article XIII – Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (In accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both
   a. it represents that—

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i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Article XIV – Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Article XV – Requirement to report actual or imminent breach of personally identifiable information (PII)

The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article XVI – Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees")

to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XVII – All subawards must have specific federal authorization
The subrecipient must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Article XVIII – Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
The subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Article XIX – Reporting potential fraud, waste, and abuse, and similar misconduct
The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General,Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods: Mail: Missouri Department of Public Safety, Office of the Director, Attn: DPS Grants, P.O. Box 749, 1101 Riverside Drive, Jefferson City, MO 65102-0749, Email: dpsinfo@dps.mo.gov - DPS Fax: (573) 751-5399.

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The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Article XX – Requirements related to System for Award Management and Universal Identifier Requirements

The applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM, the subrecipients, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated
to any business or non-profit organization that he or she may own or operate in his or her name).

Article XXI – Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Article XXII – Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Article XXIII – UAS UAV

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The subrecipient agrees that no funds under this grant award may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Article XXIV – Compliance with 28 C.F.R. Part 23
With respect to any information technology system funded or supported by funds under this award, the subrecipient must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Article XXV – Confidentiality of data
The subrecipient must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Article XXVI – Submissions of eligible records relevant to the National Instant Background Check System
Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subrecipient uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subrecipient, if applicable must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Article XXVII – Compliance with National Environmental Policy Act and related statutes
Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is

determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

   Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Article XXVIII – Establishment of trust fund

If award funds are being drawn down in advance, the subrecipient, with respect to a subaward is required to establish a trust fund account. Subrecipients must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG).

Article XXIX – Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Article XXX – Exceptions regarding Prohibited and Controlled Equipment under OJP awards
Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

Article XXXI – Expenditures prohibited without waiver
No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Article XXXII – Required data on law enforcement agency training
Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Article XXXIII – Compliance Training
As a subrecipient of federal or state funds, the subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

Article XXXIV - Change in Personnel
The subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the ‘My Profile’ module and the ‘Contact Information’ component within WebGrants. The notification shall be sent as a Subaward Adjustment – Program Revision through the ‘Subaward Adjustment’ component of WebGrants.

Article XXXV - Subaward Adjustments
The subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the ‘Subaward Adjustment’ component of WebGrants.

Article XXXVI – Monitoring
The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall

be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

Article XXXVII – Employment of Unauthorized Aliens
Pursuant to Section 285.530.1 RSMo, the subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Article XXXVIII – Relationship
The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

Article XXXIX – Fair Labor Standards Act
All subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act 29 U.S.C. § 203.

Article XL - Drug-Free Workplace
As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

AUTHORIZED OFFICIAL INITIALS

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The subrecipient's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

(e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: DPS Grants
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749
Email: dpsinfo@dps.mo.gov

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Article XLI - Computer Networks
The subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

Article XLII - Noninterference with Federal Law Enforcement
The subrecipient understands that it may not prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a). The subrecipient further understands that it may not prohibit or in any way restrict a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. § 1373(b) or 1644.

Article XLIII - Public Disclosure of Certain Law Enforcement Sensitive Information
The subrecipient understands that no funds from this subaward may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. § 1071 or 1072 or of 8 U.S.C. § 1324(a).

Article XLIV - Noninterference with Federal Interrogation of Certain Aliens
Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. § 1357(a), under which certain federal officers and employees “have power without warrant…to interrogate any alien or persons believed to be an alien as to his right to be or to remain in the United States,” and 8 C.F.R. 287.5(a), under which that power may be exercised “anywhere in or outside the United States”, the subrecipient understands it shall not interfere with the exercise of that power to interrogate “without warrant” (by agents of the United States acting under color of federal law) by impeding access to any State or local government correctional facility by such agents for the purpose of “interrogating any alien or person believed to be an alien as to his or her right to be or to remain in the United States”.

Article XLV - Noninterference with Notice of Scheduled Release
Consonant with federal law enforcement statutes, including 8 U.S.C. § 1231 (for an alien incarcerated by a State or local government, a 90-day “removal period” during which the federal government “shall” detain and then “shall” remove an alien from the U.S. “begins” no later than “the date the alien is released from…confinement”; also the federal government is expressly authorized to make payments to a “State or a political subdivision of the State…with respect to the incarceration of [an] undocumented criminal alien”); 8 U.S.C. § 1226 (the federal government “shall take into custody” certain criminal aliens “when the alien is released”); and 8 U.S.C. § 1366 (requiring an annual DOJ

report to Congress on "the number of illegal alien [felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens"), the subrecipient understands it shall not interfere with the "removal" process by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if the subrecipient receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

Article XLVI - Ensuring Access to Federally Assisted Programs
The subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

Article XLVII - Enforcing Civil Rights Laws
The subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ's Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

Article XLVIII - Limited English Proficiency (LEP)
The subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit https://www.lep.gov/.

Article XLIX - Equal Employment Opportunity Plan (EEOP)
The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The subrecipient will prepare an *EEO Utilization Report* if the subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of $25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the subrecipient does not meet all the aforementioned criteria, the subrecipient is exempt from preparing the *EEO Utilization Report*; however, all subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's

OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit https://ojp.gov/about/ocr/eeop.htm.

Article L - Using Arrest and Conviction Records for Employment Decisions
The subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, subrecipients should consult local counsel in reviewing their employment practices. If warranted, subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

Article LI - Finding of Discrimination
The subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a subrecipient of federal funds, the subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).

Article LII - Unlawful Employment Practices
The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

Article LIII - Discrimination in Public Accommodations
The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Article LIV - Fund Availability
The subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in

federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Article LV - Release of Funds
The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

Article LVI - Duplicative Funding
The subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

Article LVII - Allowable Costs
The subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than February 15, 2024. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

Article LVIII - Financial Reporting Requirements
The subrecipient agrees to complete and submit any financial reports required for this program as requested by the Grant Specialist. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article LIX – Procurement
The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the subrecipient assures that all procurement transactions will meet the minimum standards set forth in the “DPS Financial and Administrative Guidelines” and identified here:

(a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.

(b) Purchases to a single vendor totaling less than $10,000 may be purchased with prudence on the open market.

(c) Purchases estimated to total between $10,000 but less than $100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

(d) Purchases with an estimated total of $100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

(e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.

(f) Sole source procurement on purchases to a single vendor of $10,000 and over requires prior approval from the Missouri Department of Public Safety.

Article LX - Buy American
The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

Article LXI - Buy Missouri
The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Article LXII - Debarment/Suspension
The subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliancereporting@usdoj.gov, and, after such disclosure, the subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the subrecipient is necessary to protect the interests of the Government in this case;

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

Article LXIII – Audit

The subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend $750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The subrecipient agrees to comply with the organizational audit requirements of the State of Missouri. If the subrecipient expended $375,000.00 or more in state funds (from all sources) in the organization's fiscal year, the agency is required to have an audit. The subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.

Article LXIV – Compensation

The subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Article LXV - Suspension/Termination of Subaward

The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient

under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

Article LXVI – Enforceability
If a subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Article LXVII - National Incident-Based Reporting System (NIBRS), *Uniform Crime Reporting (UCR)*
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety.

Article LXVIII - Vehicle Stops
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

Article LXIX – Police Use of Force Transparency Act of 2021
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

Article LXX - Federal Equitable Sharing Funds
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

Article LXXI - Custodial Interrogations
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

Article LXXII - DWI Law – Law Enforcement

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LXXIII - DWI Law – Prosecutors: The subrecipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, its county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LXXIV - Data Reporting Requirements
The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article LXXV - Printed Materials
The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: "This project was supported by the Office of Justice Programs, U.S. Department of Justice's JAG Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice."

Article LXXVI - Body Armor
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

Article LXXVII - Body Armor Policy
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

Article LXXVIII - Body-Worn Cameras

AUTHORIZED OFFICIAL INITIALS

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

Article LXXIX - Body-Worn Camera Policy

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

Article LXXX - Duplication of Networks

The subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

Article LXXXI – Time Records Requirement

The subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

Article LXXXII - Rap Back Program Participation

Pursuant to Section 590.30 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

Article LXXXIII - Death in Custody Reporting Act (DCRA)

Death in Custody Reporting Act (DCRA) - The Death in Custody Reporting Act of 2013 (DCRA; Pub. L. No. 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, or in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). SAAs are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies.

If an agency experiences a death in custody event, timely submissions of the information on the Death in Custody Reporting Act data collection template are requested to be sent to cjle@dps.mo.gov via fax to (573) 526-9012. Examples of reportable and non-reportable death in custody scenarios can be found at https://bja.ojp.gov/funding/performance-measures/DCRA-Reporting-Guidance-FAQs.pdf, pages 5-7.

Death Occurred	DCRA due to MO DPS
January - March	April 15
April - June	July 15
July- September	October 15
October - December	January 15

Article LXXXIV - Drug Task Force Eligibility for Grants
The subrecipient assures, where such grant-funded project is for a drug task force, the grant-funded project is in full compliance with the state provisions of Section 650.150 RSMo relating to eligibility for state grants to help defray the costs of operation and will remain in full compliance for the duration of the project period.

Article LXXXV - Drug Task Force Training
The subrecipient agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA's Center for Task Force Leadership and Integrity and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the "JAG Notice of Funding Opportunity". The training is intended for the task force commander, agency executive, grant funded task force officers, and other task force members of equivalent rank.

Article LXXXVI – Program Income
The subrecipient agrees to account for program income generated by the activities of this subaward and shall report receipts and expenditures of this income on the monthly Claim report. The subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

Article LXXXVII - Mitigation Plan
The subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the subrecipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.

Article LXXXVIII - Duplication of Networks
The subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of

operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

Article LXXXIX - Human Trafficking
The subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

Article XC – Minors
The subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

Article XCI – DPS Grants, Specific:

By accepting this subaward, the subrecipient agrees:

1. Status Reports are required to be submitted quarterly through the WebGrants system. A spending plan will need to be completed when requested by the Grant Specialist.

2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.

3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

4. DPS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the

contract shall, at the option of the DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

6. To follow the grant program guidelines as stated in the DPS Administrative Guide for DPS Grants, as well as Information Bulletins released by the DPS Grants to provide important updates, clarifications and policy statements related to the Criminal Justice/law Enforcement Unit grant programs.

7. In the event DPS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.

8. Prior written approval from DPS Grants is required prior to making any changes to the approved budget for this award.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 16, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☒ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

David Christensen, PE, Vice President of SC Engineering, LLC dba Cochran, will give a presentation on services provided by Cochran, as well as a proposal for the 2025 Paving Project, specifically the Neighborhood Street Preservation Program. After the presentation, a motion will be in order to adopt a Resolution approving an On-Call Consulting Services Contract and Task Orders #1 and #2 with CS Engineering, LLC dba Cochran.

BACKGROUND/JUSTIFICATION

In August 2024, the voters of Blue Springs, Missouri, approved a $40 million bond election for various street improvements throughout the City. In light of recent vacancies and to ensure the continued success of the City's infrastructure projects, staff is seeking assistance from a third-party engineering firm to enhance our capacity for coordinating street improvements.

CS Engineering, LLC dba Cochran (“Cochran”) is a civil engineering, surveying, geotechnical, architectural, construction inspection and materials testing firm with six offices in Missouri with a 95% client return rate. Staff reviewed qualifications documents of four firms on the Missouri Department of Transportation Local Public Agency On-Call list, and Cochran rated the highest in qualification based ratings among the four agencies.

Cochran reviewed the City’s 2024 Neighborhood Street Preservation Program that was a part of the $40 million bond package and determined that the original scope of 35 lane miles could be expanded by 17 lane miles for a total of 52 lane miles for a lower cost of $10.2 million. Cochran also recommended pavement coring services on the targeted streets prior to bidding the project to assess the condition and composition of the existing roads.

Staff recommends an On-Call Consulting Services Contract with Cochran to provide on-call services as needed, Pavement Coring Services, and administration and oversight for the Neighborhood Street Preservation Program as well as two Task Orders (#1) in the amount of $18,000 for Pavement Coring Services for the Neighborhood Street Preservation Program; and (#2) in the amount of $646,121 for engineering and inspection, testing and administration of the Neighborhood Street Preservation Program, for a total of 52 lane miles.

FINANCIAL IMPACT

Contractor:	SC Engineering, LLC dba Cochran
Amount of Request/ Contract:	Task Order #1: $ 18,000 Task Order #2: $646,121
Amount Budgeted:	$15,000,000
Budget Year:	FY2024-25 (budget amendment)

Funding Source/Account #:	To be determined (reimbursed from bonds)
Account Balance:	$0 (budget amendment) Date: 10/17/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 22, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Presentation
2. Resolution with On-Call Consulting Agreement and Task Orders #1 and #2 attached as Exhibits A, B and C, respectively.

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***Christine Cates***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	

Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A – used MoDOT LPA On-Call Qualifications List
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☐	David Christensen, VP 618 SW 3rd Street Lee's Summit, MO 64063 david@cochraneng.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

COCHRAN

- Architecture
- Civil Engineering
- Inspection & Testing
- Land Surveying
- Site Development

The City of Blue Springs Missouri

Presentation:

2025 Paving Project

City of Blue Springs

City Council Meeting
October 21, 2024

Science of Asphalt Pavement



- **Asphalt Cement** – the last petroleum based product in the refinery process: after gasoline, kerosene and other fractions have been removed from the crude oil.
- **Glue** - sticky sludge like material binds the aggregate together when heated and mixed.

Environmental Effects on Pavements

- Asphalt's longevity is subject to the environment
- Sun's Ultraviolet Rays and Traffic
- Tires striping the asphalt binder off the top of pavement
- Wears off the skin of the pavement
- Oxidation – pavement turns grey (limestone aggregate)



Effects on Pavements - Environment

- Eventual hair-line cracking of the asphalt
- Water penetration
- Temperature fluctuations – numerous freeze thaw cycles in Missouri
- Pavement Deterioration



Recent Cochran Paving Projects



Warren County – 3rd Year County Wide

Recent Cochran Paving Projects

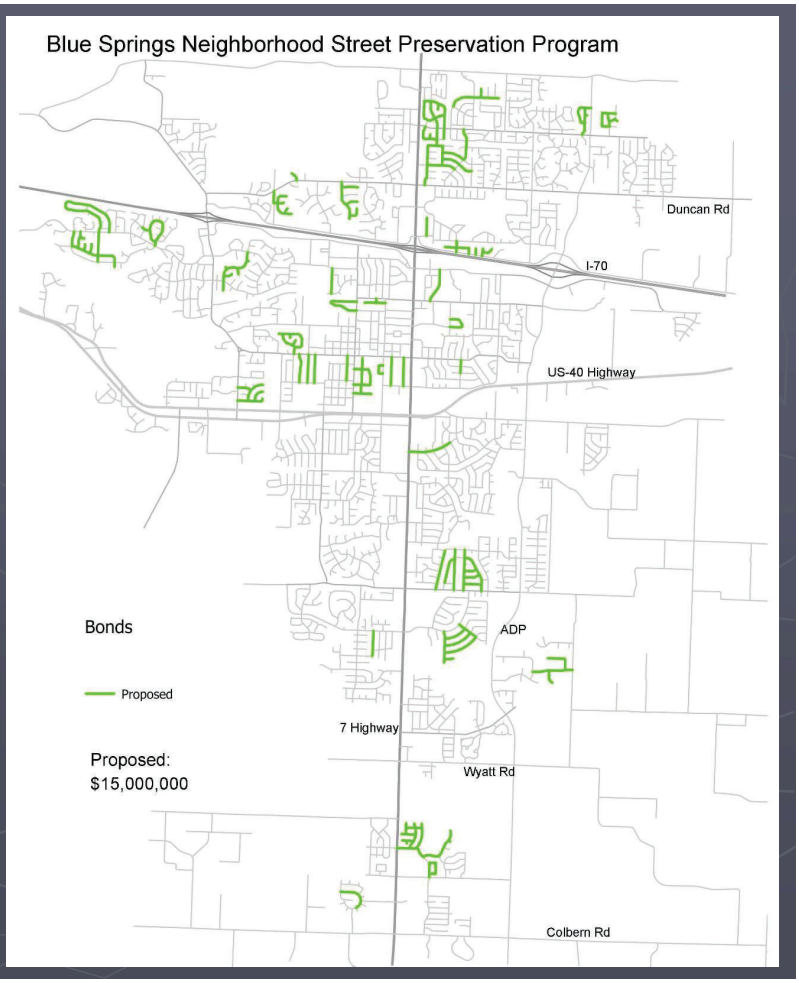


City of Pacific – 5th Year

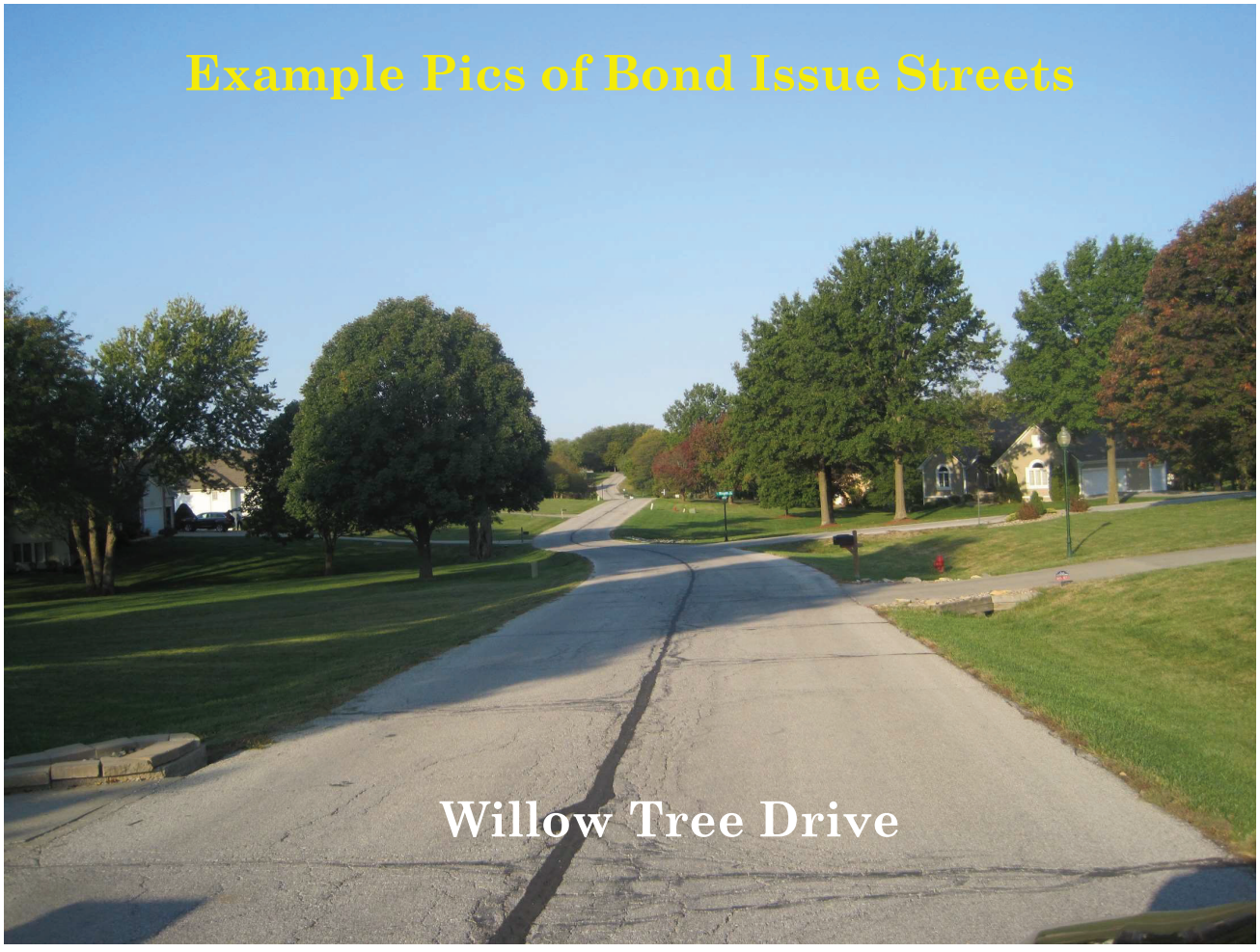
Bond Issue –

Posted Neighborhood Street Preservation Program

Approx. 35 lane miles



Example Pics of Bond Issue Streets




Example Pics of Bond Issue Streets
Cold Joint
Willow Tree Drive – no curb and gutter


Example Pics of Bond Issue Streets
Eugene Street – no curb and gutter


Example Pics of Bond Issue Streets
13 Street – no curb and gutter


Example Pics of Bond Issue Streets
SW Washington Drive

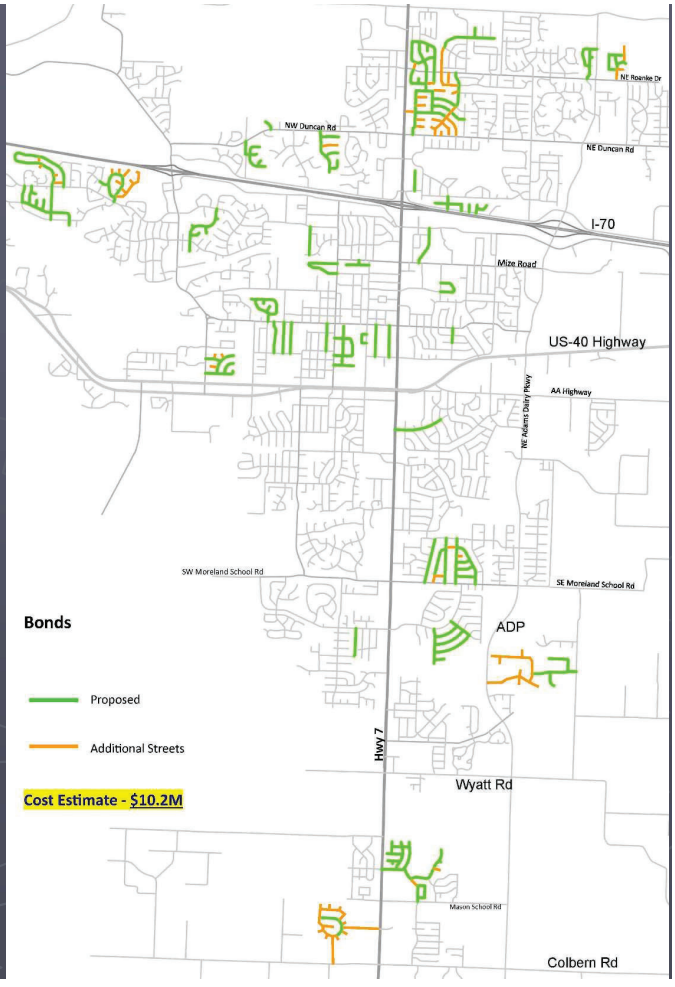
Grouping Concept

- Pave all the streets in a neighborhood or area
- Avoid coming back to the same street in consecutive years
- Avoid construction traffic on recently paved roadways
- Brings area to the same maintenance schedule

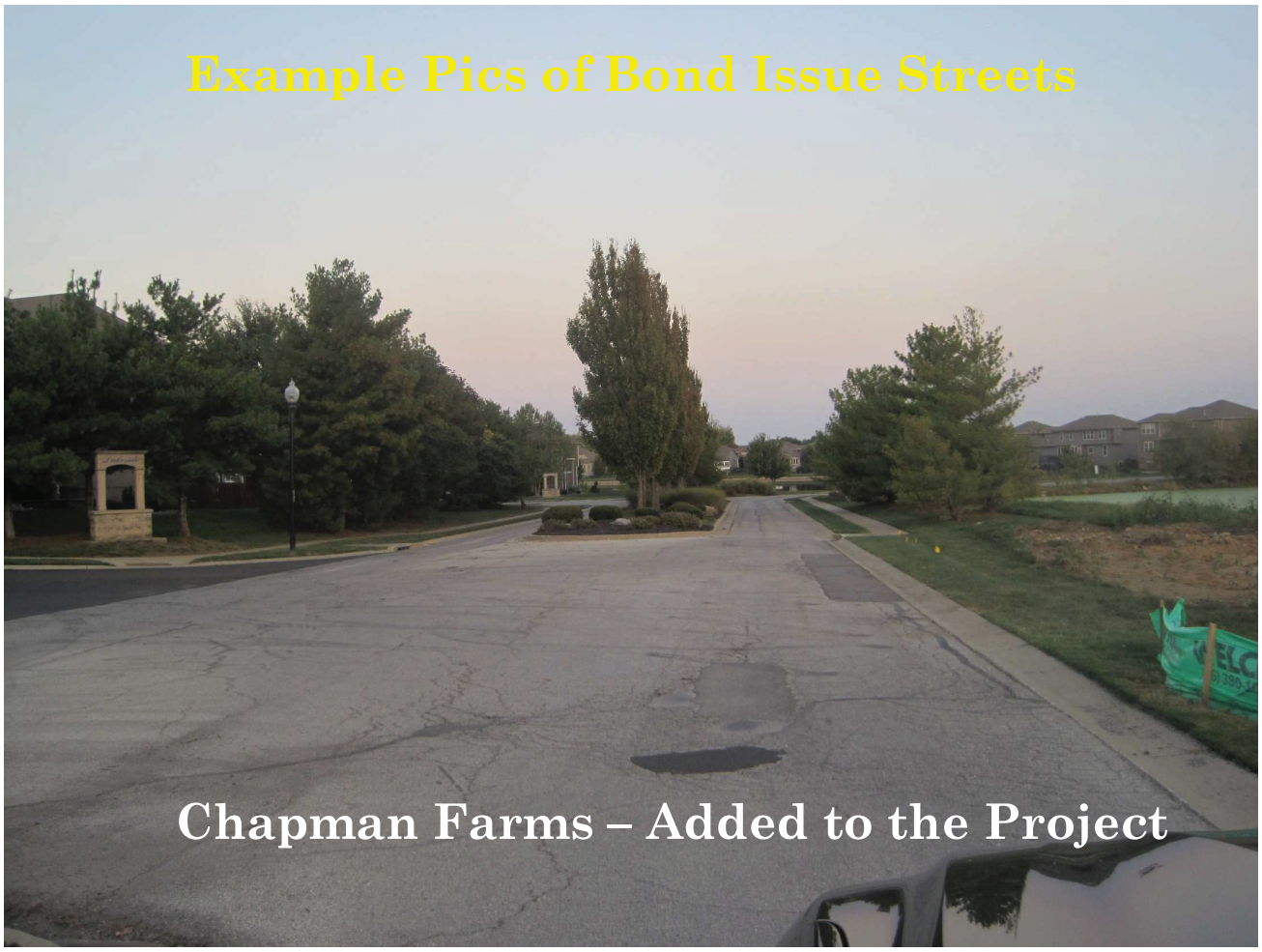
Proposed –

2025 Paving Project

Approx. 52 lane miles



Example Pics of Bond Issue Streets



COCHRAN

The City of Blue Springs Missouri

Cost Estimate – 2025 Paving

No.	Description	Unit	Quantity	Unit Cost	Cost
1	Pavement Milling	SY	403,700	2.75	$1,110,175
2	Partial Depth Pavement Repair	SY	16,148	35.00	$565,180
3	Asphalt Surface Course	TON	74,000	92.00	$6,808,000
4	Construction Mobilization	LS	1	360,000.00	$360,000
5	Construction Traffic Control	LS	1	273,000.00	$273,000
				Construction Sub-Total	$9,116,355
				Contingency @ 5% =	$455,818
				Engineering =	$287,165
				Inspection, Testing, Administration =	$358,956
				Total	**$10,218,294**

Schedule

- Pavement Coring and Assessment – Nov 24' – Dec 24'
- Details and Plan Preparation – Dec 24' – Jan 25'
- Specification and Bid Package – Jan 25'
- Advertise for Bids – Feb 25'
- Bid Opening – Mar 25'
- Award Contract, Bonds, Insurance – Mar 25'
- Construction – May 25' – Oct 25'

Conclusion

2025 Paving Project

City of Blue Springs

Q & A

Resolution No. 90-2024

A RESOLUTION APPROVING AN ON-CALL CONSULTING SERVICES CONTRACT AND TASK ORDERS #1 AND 2 WITH CS ENGINEERING, LLC DBA COCHRAN

WHEREAS, in August 2024, the voters of Blue Springs, Missouri, approved a $40 million bond election for various street improvements throughout the City; and

WHEREAS, in light of recent vacancies and to ensure the continued success of the City's infrastructure projects, staff is seeking assistance from a third-party engineering firm to enhance our capacity for coordinating street improvements; and

WHEREAS, CS Engineering, LLC dba Cochran ("Cochran") is a civil engineering, surveying, geotechnical, architectural, construction inspection and materials testing firm with six offices in Missouri with a 95% client return rate; and

WHEREAS, staff reviewed qualifications documents of four firms on the Missouri Department of Transportation Local Public Agency On-Call list, and Cochran rated the highest in qualification based ratings among the four agencies; and

WHEREAS, Cochran reviewed the City's 2024 Neighborhood Street Preservation Program that was a part of the $40 million bond package, and determined that the original scope of 35 lane miles could be expanded by 17 lane miles for a total of 52 lane miles for a lower cost of $10.2 million; and

WHEREAS, staff recommends entering into an On-Call Consulting Services Contract with Cochran to provide on-call services as needed, Pavement Coring Services, and administration and oversight for the Neighborhood Street Preservation Program; and

WHEREAS, staff recommends entering into a Task Order (#1) in the amount of $18,000 for Pavement Coring Services for the Neighborhood Street Preservation Program; and

WHEREAS, staff recommends entering into a Task Order (#2) in the amount of $646,121 for engineering and inspection, testing and administration of the Neighborhood Street Preservation Program, for a total of 52 lane miles.

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 an On-Call Consulting Services Contract and Task Orders No. 1 and 2 for $18,000 and $646,121, respectively, with CS Engineering, LLC dba Cochran for engineering consulting services. A copy of the proposed Contract is attached as Exhibit "A" and Task Orders No. 1 and 2 are attached hereto as Exhibits "B" and "C", respectively and incorporated herein.

Section 2. The City Administrator is authorized to enter into future Task Orders pursuant to Section 115.160 of the Municipal Code of Ordinances.

Section 3. City staff is directed to perform all tasks necessary to implement said contract and Task Orders.

Section 4. 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 21st day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Rev. 01/01/2024

EFFECTIVE DATE: October 22, 2024	TERMINATION DATE:	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**SC Engineering, LLC, dba Cochran** **618 SW 3rd Street** **Lee's Summit, MO 64063**
Department: Administration	Attention: David Christensen, Vice President
Phone: (816) 228-0111	Phone: (816) 207-5771

AGREEMENT FOR ON-CALL CONSULTING SERVICES

THIS AGREEMENT is between SC Engineering, LLC, dba Cochran (the "Consultant") and the City of Blue Springs, Missouri (the "City"), effective as of the date last signed by the parties.

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding consulting engineering services.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. **Term of Agreement**. This Agreement shall begin as of the Effective Date and shall continue indefinitely until terminated at will by any party upon providing thirty days' written notice to the other party, in which case the City shall pay Consultant for all services rendered and costs previously incurred.

2. **Scope of Services**.

   a. *General*. The Consultant shall provide the Project Services described in **Exhibit A**. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

   b. *Project Specific*. In addition to the Project Services to be provided pursuant to this Agreement, the City may task the Consultant to provide additional professional engineering services on a project-specific basis. In the event the Consultant is tasked to provide such services, the City and the Consultant shall acknowledge a separate Task Order in the form attached hereto as **Exhibit C** in its substantial form, which describes the scope of services to be provided by the Consultant and the City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services, and any other necessary matters. The compensation to be paid to the Consultant pursuant to any Task Order shall be at the rates set forth in **Exhibit B** attached hereto and incorporated herein by reference unless otherwise agreed in the Task Order. In no event is any work in

excess of that described in **Exhibit A** authorized by this Agreement without the City and the Consultant first entering into a Task Order.

c. *Time of Performance of Services.* The services under this Agreement and any Task Order have been agreed to in anticipation of the orderly progress through completion. Unless a specific time of performance for services is specified, Consultant's obligation to render services will be for a period which may reasonably be required for the completion of said services. If a specific time of performance is provided, and if the City has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

d. *Third Party Information.* The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Consultant.

e. *Opinion of Costs.* If any opinion is prepared by the Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of the City. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the City.

f. *Delay.* All agreements on the Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of City or City's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by City, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

3. **Compensation and Invoices**. The City agrees to compensate the Consultant in accordance with the Fee Schedule contained in **Exhibit B**. The City will pay all proper invoices within thirty (30) days of receipt. All invoices should contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work. Consultant's hourly fee contained in the Compensation Schedule in **Exhibit B** may increase annually up to 5%. However, if increased, such increases will not become effective until October 1 of said year. Fee increases shall not begin until October 1, 2025.

The Parties mutually agree and understand that City's funding under this Agreement is subject to annual appropriations by the City and that each fiscal year's funding, if applicable, must be included in the budget for that year and is not effective until approved by the City.

4. **The City's Responsibilities**. The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project

Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant.

5. **Insurance**. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

   a. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than $2,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for any one person in a single accident of occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

   b. The Consultant shall obtain and maintain Workers' Compensation Insurance in compliance with Missouri law for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.

   c. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of $2,000,000 per occurrence.

6. **Consultant Employees**. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Rev. 01/01/2024

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Franklin)

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 Steven Laune, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Steven Laune and I am currently the General Manager of Cochran (hereinafter "Company"), whose business address is 618 SW 3rd Street Lee's Summit, MO 64063, 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

Steven Laune
Printed Name

Subscribed and sworn to before me this 16th day of October, 2024.

SEAL

Notary Public

JILL ELBERT
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 16, 2025
FRANKLIN COUNTY
COMMISSION #13403343

7. **Relationship of Parties**. It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

8. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent electronically of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

City of Blue Springs, Missouri Attn: Dennis Dovel Assistant City Administrator 903 W Main St. Blue Springs, Missouri 64015 ddovel@bluespringsgov.com (816) 228-0111	SC Engineering, LLC DBA Cochran Attn: David Christensen Vice President 618 SW Third St. Lee's Summit, MO 64063 david@cochraneng.com (816) 207-5771

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

9. **Disputes**. In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

10. **Waiver**. A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

11. **Severability**. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to

replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

12. **Entire Agreement; Governing Law**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence. Any conflict of any provision in Consultant's proposal and this Agreement shall be resolved in favor of the term in this Agreement.

13. **Assignment**. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.

14. **No Third Party Rights**. The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

15. **Counterparts**. This Agreement may be executed in separate counterparts.

16. **Good Faith Efforts and Cooperation**. The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

17. **Authority**. Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City, pursuant to its policies and procedures. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

18. **Covenant Against Contingent Fees**. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Ownership of Documents**. Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Consultant will provide City will drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.

20. **Compliance with Laws**. Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

21. **Consultant's Endorsement**. Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it.

22. **Inspection of Documents**. Consultant shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Consultant's place of business, by a City representative during the contract period and for five (5) years from the date of final payment for each individual project performed pursuant to this Agreement.

23. **Indemnification and Hold Harmless**. Consultant shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

24. **Professional Responsibility**. Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

25. **Tax Exempt**. City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. **Safety**. In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. **Anti-Discrimination Clause**. Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

28. **Anti-Discrimination Against Israel**. Pursuant to Section 34.600, RSMo, Consultant agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum 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 Agreement, 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. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

29. **Review Afforded**. The parties acknowledge that each has had an opportunity to retain an attorney to review the terms and conditions of this Agreement. No provision hereof shall be interpreted against the interests of one party solely because such provision was drafted by such party or by the attorney for such party.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

SC ENGINEERING, LLC, DBA COCHRAN

By: David Christensen, Vice President

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer Baird

Jennifer Baird, City Attorney

EXHIBIT A

Project Services

1. Professional and technical engineering support to the Public Works Director, City Administrator, Department Heads, and any specific requests of the Mayor and City Council through the City Administrator.

2. Receive and resolve public inquiries and concerns regarding City's public improvements.

3. Participate in the development of short and long-range scope of service and business plans, policies, and procedures, including researching funding alternatives for projects, assistance with prioritization of proposed improvements, and identifying outside funding sources to determine feasibility and requirements.

4. Research, prepare, and present reports to City staff and the Mayor and City Council if required.

5. Assist in the development, management, and implementation of the City's capital improvement program through technical planning and budgeting support as needed.

6. Review plans and provide comments on subdivision plats, construction and development plans in compliance with capital improvement needs. Approve engineering design of public works and public improvement projects. Review final as-builts and give recommendations on new construction projects.

7. Provide information for master planning for streets, storm, water, wastewater, and assist the Public Works Director in oversight of the same; assist in providing technical information for the administration of the state and federal funds.

8. Review and make recommendations regarding private development proposals submitted to the City related to subdivisions (plats), streets, stormwater management plans, water and sanitary sewer improvements, and related infrastructure.

9. Perform master plan assessments, engineering overview and technical support of the City's utility (water-wastewater-stormwater) systems including review and approval of specific utility extensions or upgrades, approval of final plans and specifications for compliance with municipal ordinances, regulations and policies, review and acceptance of engineering estimates.

10. Provide design of street, water, sanitary sewer, or storm water drainage improvements.

11. Provide technical oversight for initiation and construction of special improvement districts and determine costs of improvements.

12. Assist in the preparation of plans and specifications and in the public bidding, project monitoring and review process for public works construction projects.

13. Oversee and review consultant work for accuracy and professionalism, reviews, and forwards expenditures for final approval.

14. Provide engineering overview and technical support for implementation of the City's storm water, urban runoff management water quality programs and floodplain management.

15. Perform field investigations as required.

16. As directed, provide specific representation of the City in dealing with other public agencies.

17. Provide engineering overview and technical support for grant applications.

18. Check legal descriptions for accuracy pertaining to easement boundaries.

19. Conduct engineering analysis of traffic conditions and accidents; determine placement and timing of traffic control devices and prepare grant applications for traffic system improvements.

20. Provide professional engineering services on a project-specific basis pursuant to separate Task Orders and provide other professional engineering services not specifically identified in this **Exhibit A** upon the request of the City.

21. Work outlined in the Proposal – On-Call Consulting Services dated October 6, 2024 attached hereto as **Exhibit A-1**.

COCHRAN

Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

October 6, 2024

Christine Cates
City Administrator
City of Blue Springs
903 W. Main Street
Blue Springs, MO 64015

RE: Proposal – On-Call Consulting Services

Dear Mrs. Cates:

Thank you for giving Cochran the opportunity to submit this proposal to provide on-call services for the City of Blue Springs. In accordance with our discussion on Friday, we offer the following professional services.

SCOPE OF SERVICES:

1. **On-Call Consulting Services** – Cochran shall serve as the City's professional engineering representative to perform on-call consulting services as directed by the City Administrator for work including, but not limited to the following:

   a. Assist City staff with resolution of technical issues related to maintenance, improvement, and expansion of public improvements.

   b. Participation in meetings as the City's technical representative for engineering issues not related to specific projects under contract.

   c. Provide technical assistance to City Council and staff for preparation of probable project construction costs, funding alternatives, assistance with prioritization of proposed improvements, outside funding source investigations to determine feasibility and requirements.

   d. Such other duties of Consulting Engineering Services as may be requested by the City Administrator.

2. **Project Specific Task Orders** – For specific definable Projects, Cochran's services will be detailed in a duly executed Task Order. Each Task Order will indicate the specific services to be performed and deliverables to be provided. We will not begin work on the Task Order until the City and Cochran agree as to the particulars of the Specific Project, including the scope of engineering services, time for performance, Cochran's compensation, and all other appropriate matters. This Agreement is not a commitment by the City to issue any Task Orders.

FEE:

1. Cochran's fee for "On-Call Consulting Engineering Services" shall be at an hourly fee as set forth below:

Title	Charge-Out
Principal/Vice President	$ 230.00
Regional Manager	$ 215.00
Department/Division Manager	$ 195.00
Senior Project Manager	$ 185.00
Project Manager	$ 175.00
Project Engineer 1	$ 160.00
Project Engineer 2	$ 150.00
Design Engineer 1	$ 130.00
Design Engineer 2	$ 120.00
Design Engineer 3	$ 110.00
Senior Architect	$ 175.00
Project Architect 1	$ 160.00
Project Architect 2	$ 145.00
Design Architect 1	$ 135.00
Design Architect 2	$ 120.00
Managing Surveyor	$ 160.00
Surveyor 1	$ 150.00
Surveyor 2	$ 140.00
Surveyor 3	$ 125.00
Senior Field Manager	$ 125.00
Field Manager	$ 85.00
Inspector	$ 65.00
MoDOT Certified Technician	$ 70.00
Engineer/Survey Tech 1	$ 120.00
Engineer/Survey Tech 2	$ 110.00
Engineer/Survey Tech 3	$ 100.00
Engineer/Survey Tech 4	$ 80.00
Secretary	$ 80.00
One Man Survey Crew	$ 140.00

2. Cochran's fee for "Project Specific Task Orders" shall be established on a lump sum basis, and identified for approval in each specific Task Order. Cochran's fee shall be set forth in accordance with the attached Sliding Scale Fee Guideline.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.

   Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance

2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.

3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:
We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:
Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:
Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.
If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files. If you have any questions or changes regarding this proposal, please contact me at 314-220-7016. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION.

Sincerely,

David Christensen, P.E.
Vice President

Acceptance:
City of Blue Springs

By: _____

Title: _____

Date: _____

Attachments: Cochran Terms & Conditions
Cochran Sliding Scale Fee Guideline

Cochran Sliding Scale Fee Guideline

On-Call St. City of Blue Springs Contract

Average Complexity Projects

Project Cost Estimate		% Design Engineering Fee	% Survey	Total Professional Sevices Fee
From	To			
$0	$50,000	12.00%	4.00%	16.00%
$50,000	$100,000	11.00%	3.50%	14.50%
$100,000	$250,000	10.00%	3.00%	13.00%
$250,000	$500,000	9.00%	2.50%	11.50%
$500,000	$1,000,000	8.00%	2.00%	10.00%
$1,000,000	$2,000,000	6.00%	2.00%	8.00%
$2,000,000	$4,000,000	5.00%	2.00%	7.00%
$4,000,000	$7,000,000	4.00%	2.00%	6.00%
$7,000,000	$11,000,000	3.00%	2.00%	5.00%

- Does not include geotech or right-of-way acquistion

- Construction Engineering Fee typically at 75% of total Professional Services Fee

- Type of projects: roads, sidewalks, street ligthing, storm sewers, etc.

Above Average Complexity Projects

Project Cost Estimate		% Design Engineering Fee	% Survey	Total Professional Sevices Fee
From	To			
$0	$50,000	15.00%	5.00%	20.00%
$50,000	$100,000	14.00%	4.50%	18.50%
$100,000	$250,000	13.00%	4.00%	17.00%
$250,000	$500,000	12.00%	3.50%	15.50%
$500,000	$1,000,000	10.00%	3.00%	13.00%
$1,000,000	$2,000,000	9.00%	3.00%	12.00%
$2,000,000	$4,000,000	8.00%	3.00%	11.00%
$4,000,000	$7,000,000	7.00%	3.00%	10.00%
$7,000,000	$11,000,000	6.00%	3.00%	9.00%

- Does not include geotech or right-of-way acquistion

- Construction Engineering Fee typically at 75% of total Professional Services Fee

- Type of projects: bridge, water treatment plants, pumping stations, etc.

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. ~~The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client.~~ Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. ~~The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.~~
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. To the extent permitted by law, Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the

Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.

17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.

18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.

19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).

20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.

21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.

22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.

23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.

24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.

25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.

26. **LIMIT OF LIABILITY - TO THE FULLEST EXTENT PERMITTED BY LAW, COCHRAN'S LIABILITY TO THE CLIENT FOR ANY CLAIMS, LOSSES, EXPENSES, OR OTHER DAMAGES ARISING OUT OF THIS CONTRACT AND/OR COCHRAN'S PERFORMANCE SHALL NOT EXCEED ONE MILLION DOLLARS ($1,000,000.00).**

Mrs. Christine Cates
City of Blue Springs
Fee – On-Call Consulting Services
October 6, 2024

EXHIBIT B

FEE:

1. Cochran's fee for "On-Call Consulting Engineering Services" shall be at an hourly fee as set forth below:

Title	Charge-Out
Principal/Vice President	$ 230.00
Regional Manager	$ 215.00
Department/Division Manager	$ 195.00
Senior Project Manager	$ 185.00
Project Manager	$ 175.00
Project Engineer 1	$ 160.00
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Design Engineer 2	$ 120.00
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Senior Field Manager	$ 125.00
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Inspector	$ 65.00
MoDOT Certified Technician	$ 70.00
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Engineer/Survey Tech 2	$ 110.00
Engineer/Survey Tech 3	$ 100.00
Engineer/Survey Tech 4	$ 80.00
Secretary	$ 80.00
One Man Survey Crew	$ 140.00

2. Cochran's fee for "Project Specific Task Orders" shall be established on a lump sum basis, and identified for approval in each specific Task Order. Cochran's fee shall be set forth in accordance with the attached **Sliding Scale Fee Guideline**.

Cochran Sliding Scale Fee Guideline

On-Call St. City of Blue Springs Contract

Average Complexity Projects

Project Cost Estimate		% Design Engineering Fee	% Survey	Total Professional Sevices Fee
From	To			
$0	$50,000	12.00%	4.00%	16.00%
$50,000	$100,000	11.00%	3.50%	14.50%
$100,000	$250,000	10.00%	3.00%	13.00%
$250,000	$500,000	9.00%	2.50%	11.50%
$500,000	$1,000,000	8.00%	2.00%	10.00%
$1,000,000	$2,000,000	6.00%	2.00%	8.00%
$2,000,000	$4,000,000	5.00%	2.00%	7.00%
$4,000,000	$7,000,000	4.00%	2.00%	6.00%
$7,000,000	$11,000,000	3.00%	2.00%	5.00%

- Does not include geotech or right-of-way acquistion

- Construction Engineering Fee typically at 75% of total Professional Services Fee

- Type of projects: roads, sidewalks, street ligthing, storm sewers, etc.

Above Average Complexity Projects

Project Cost Estimate		% Design Engineering Fee	% Survey	Total Professional Sevices Fee
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$500,000	$1,000,000	10.00%	3.00%	13.00%
$1,000,000	$2,000,000	9.00%	3.00%	12.00%
$2,000,000	$4,000,000	8.00%	3.00%	11.00%
$4,000,000	$7,000,000	7.00%	3.00%	10.00%
$7,000,000	$11,000,000	6.00%	3.00%	9.00%

- Does not include geotech or right-of-way acquistion

- Construction Engineering Fee typically at 75% of total Professional Services Fee

- Type of projects: bridge, water treatment plants, pumping stations, etc.

EXHIBIT C

Rev. 01/01/2024

CONTRACT NO. _____	TASK ORDER NO. ____	TASK ORDER EFFECTIVE DATE:	TASK ORDER TERMINATION DATE:
CITY		**CONSULTANT**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**		**SC Engineering, LLC, dba Cochran** **618 SW 3rd Street** **Lee's Summit, MO 64063**	
Attention: Dennis Dovel		Attention: David Christensen, Vice President	
Department: Administration		Phone: (816) 207-5771	
Phone: (816) 228-0111			

TASK ORDER

This Task Order is entered into as the date last signed by the parties and is between SC Engineering, LLC, dba Cochran ("Consultant") and the City of Blue Springs, Missouri ("City").

WHEREAS, the City has engaged Consultant to provide engineering services pursuant to an Agreement for On-Call Consulting Services, pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement**. This Task Order is subject to all terms and conditions contained in the Agreement for On-Call Consulting Services, that are not inconsistent with the specific terms contained herein, and the Agreement for On-Call Consulting Services between the parties is incorporated herein as if set forth in full by this reference.

2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in **Exhibit 1**.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and shall [continue until otherwise completed or this Task Order is terminated] [be completed by _____].

4. **Compensation**. Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for On-Call Consulting Services between the parties.

5. **Project Schedule**. _____

6. **Additional Terms and Conditions**. If any, attached to this Task Order as **Exhibit 2**.

IN WITNESS WHEREOF, the Consultant and the City have executed this Task Order as of the Effective Date.

SC ENGINEERING, LLC, DBA COCHRAN	**CITY OF BLUE SPRINGS, MISSOURI**
By: David Christensen, Vice President	Christine Cates, City Administrator

EXHIBIT 1
Task Order #1 - Scope of Services

EXHIBIT 2
Task Order #__ - Additional Terms and Conditions, if any

-

CONTRACT NO. _____	TASK ORDER NO. 1	TASK ORDER EFFECTIVE DATE: OCTOBER 22, 2024	TASK ORDER TERMINATION DATE: DECEMBER 15, 2024
CITY		**CONSULTANT**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**		**SC Engineering, LLC, dba Cochran** **618 SW 3rd Street** **Lee's Summit, MO 64063**	
Attention: Dennis Dovel		Attention: David Christensen, Vice President	
Department: Administration		Phone: (816) 207-5771	
Phone: (816) 228-0111			

TASK ORDER

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2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in **Exhibit 1**.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and work shall be completed by December 15, 2024.

4. **Compensation**. Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for On-Call Consulting Services between the parties.

5. **Additional Terms and Conditions**. If any, attached to this Task Order as **Exhibit 2**.

IN WITNESS WHEREOF, the Consultant and the City have executed this Task Order as of the Effective Date.

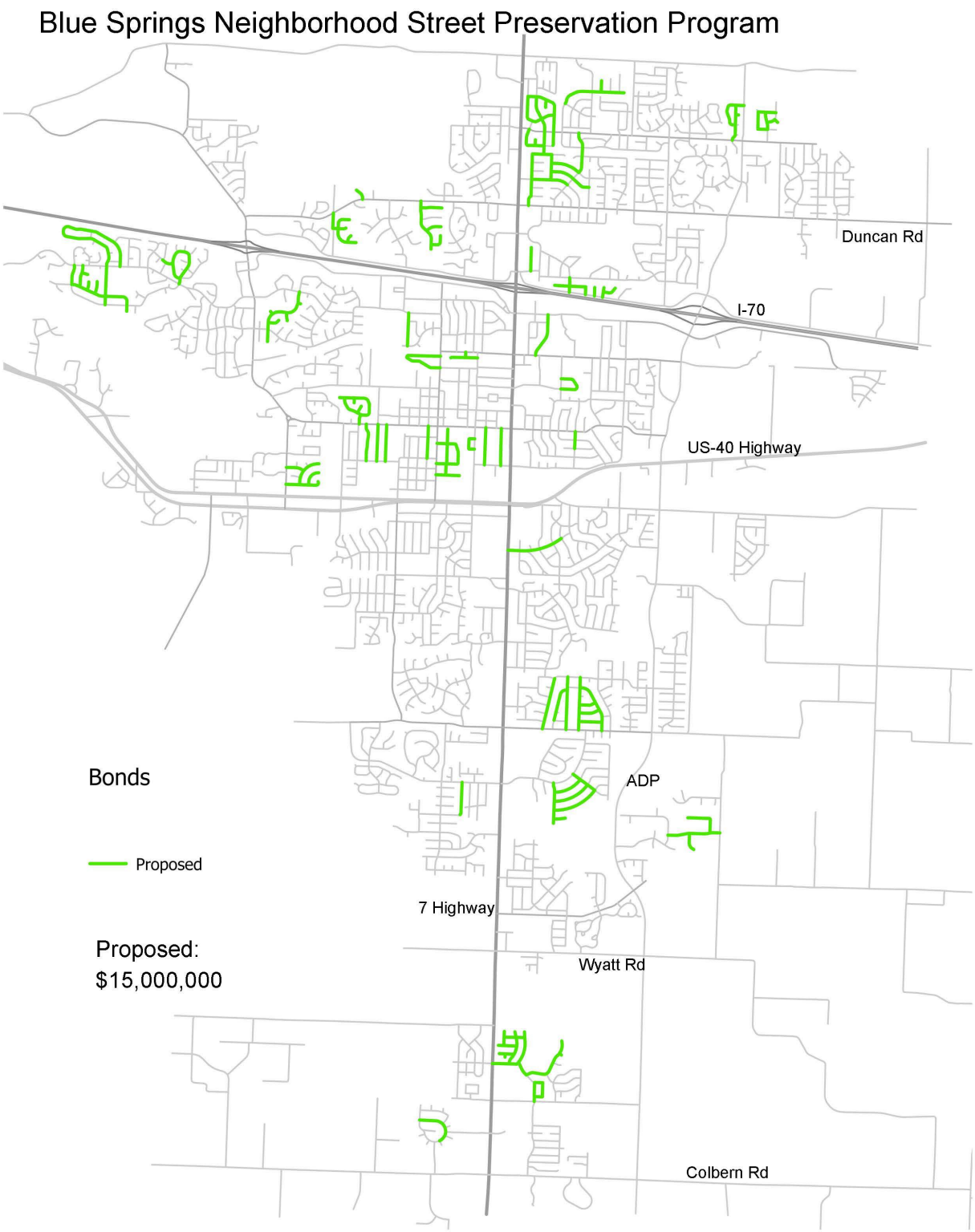
SC ENGINEERING, LLC, DBA COCHRAN	**CITY OF BLUE SPRINGS, MISSOURI**
By: David Christensen, Vice President	Christine Cates, City Administrator

EXHIBIT 1
Task Order #1 - Scope of Services

Pavement Coring Services – Lump Sum Proposal:

1. Cut pavement cores as needed to ascertain existing asphalt and pavement thickness for the roadways as depicted in green on the attached Blue Springs Neighborhood Street Preservation Map (*i.e. 35+ lane miles*).

2. The total amount of fee to be paid for the "Pavement Coring Services" outlined in this proposal shall be a lump sum fee of $18,000.00.


Blue Springs Neighborhood Street Preservation Program
Duncan Rd
I-70
US-40 Highway
ADP
7 Highway
Wyatt Rd
Colbern Rd
Bonds
Proposed
Proposed:
$15,000,000

CONTRACT NO. _____	TASK ORDER NO. 2	TASK ORDER EFFECTIVE DATE: OCTOBER 22, 2024	TASK ORDER TERMINATION DATE: DECEMBER 31, 2025
CITY		**CONSULTANT**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**		**SC Engineering, LLC, dba Cochran** **618 SW 3rd Street** **Lee's Summit, MO 64063**	
Attention: Dennis Dovel		Attention: David Christensen, Vice President	
Department: Administration		Phone: (816) 207-5771	
Phone: (816) 228-0111			

TASK ORDER

This Task Order is entered into as the date last signed by the parties and is between SC Engineering, LLC, dba Cochran ("Consultant") and the City of Blue Springs, Missouri ("City").

WHEREAS, the City has engaged Consultant to provide engineering services pursuant to an Agreement for On-Call Consulting Services, pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement**. This Task Order is subject to all terms and conditions contained in the Agreement for On-Call Consulting Services, that are not inconsistent with the specific terms contained herein, and the Agreement for On-Call Consulting Services between the parties is incorporated herein as if set forth in full by this reference.

2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in **Exhibit 1**.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and all work shall be completed by December 31, 2025.

4. **Compensation**. Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for On-Call Consulting Services between the parties.

5. **Additional Terms and Conditions**. If any, attached to this Task Order as **Exhibit 2**.

IN WITNESS WHEREOF, the Consultant and the City have executed this Task Order as of the Effective Date.

SC ENGINEERING, LLC, DBA COCHRAN	**CITY OF BLUE SPRINGS, MISSOURI**
By: David Christensen, Vice President	Christine Cates, City Administrator

EXHIBIT 1
Task Order #2 - Scope of Services

Blue Springs Neighborhood Street Preservation Program – Lump Sum Proposal:

The purpose for this Lump Sum Proposal is to provide Professional Engineering and Inspection Services for the upcoming City of Blue Springs Neighborhood Street Preservation Program.

SCOPE OF SERVICES:

1. **Design and Bidding Phase Services - Blue Springs Neighborhood Street Preservation Program**

   a) Prepare project manual, plans, specifications, job special provisions, detail sheets, and full set of bidding documents to resurface roadways as depicted in green and orange on the attached Blue Springs Neighborhood Street Preservation Map (*i.e. 52 lane miles*), see attached estimate and project map.

   b) Attend meetings as necessary.

   c) Bidding Phase Services –

      - Make copies and distribute bid packages to contractors.
      - Answer contractor's questions during bidding and issue addenda (if required)
      - Conduct the bid opening and review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, and consult with the Owner on award of bid.

2. **Construction Phase Services -**

   a. Serve as City's representative for administering the terms of the construction contract for the Blue Springs Neighborhood Street Preservation Program.

   b. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.

   c. Reject work not conforming to the project documents.

   d. Perform on-site nuclear density testing, and laboratory testing of loose mix samples.

   e. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.

   f. Measure and document quantities, and review estimates for payments due the Contractor

   g. Inspect materials and review material certifications furnished by the Contractor.

FEE:

1. The total amount of fee to be paid for the Scope of Services, Item 2 – "Design and Bidding Phase Services" as outlined in this proposal shall be a lump sum fee of $287,165.00.

2. The total amount of fee to be paid for the Scope of Services, Item 2 – "Construction Phase Services" as outlined in this proposal shall be a lump sum fee of $358,956.00.

Project Cost Estimate

Roadway Rehabilitation

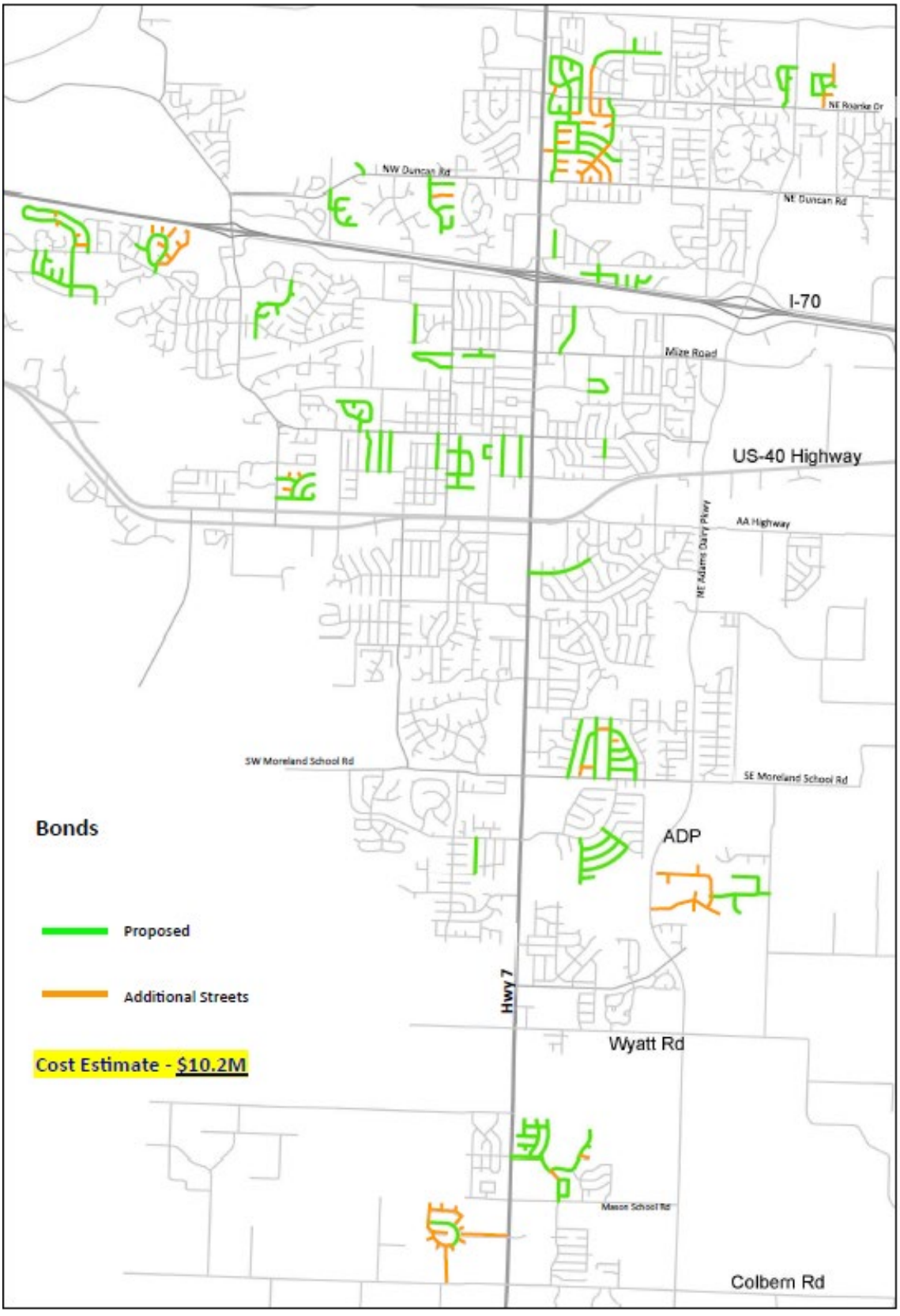
Blue Springs Neighborhood Street Preservation Program

No.	Description	Unit	Quantity	Unit Cost	Cost
1	Pavement Milling	SY	403,700	2.75	$1,110,175
2	Partial Depth Pavement Repair	SY	16,148	35.00	$565,180
3	Asphalt Surface Course	TON	74,000	92.00	$6,808,000
4	Construction Mobilization	LS	1	360,000.00	$360,000
5	Construction Traffic Control	LS	1	273,000.00	$273,000
				Construction Sub-Total	$9,116,355
				Contingency @ 5% =	$455,818
				Engineering @ 3%=	$287,165
				Inspection, Testing, Administration =	$358,956
				Total	**$10,218,294**

Notes:

1. *Overal project length = 52 lane miles*

Proposed – Blue Springs Neighborhood Street Preservation Program



CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 9, 2024

SUBMITTED BY: Nathan Lea **DEPARTMENT: Public Works**

☐ Ordinance	☐ Resolution	☒ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

David Carani of HDR Inc. will present information on the Lead Service Line Inventory.

BACKGROUND/JUSTIFICATION

HDR will be presenting information on the Lead Service Line Inventory (LSLI) for the City of Blue Springs, Missouri, in accordance with state and federal requirements. The presentation will be made to ensure water providers and the public understand the associated regulations and responsibilities. HDR will explain how lead service lines are identified, the risks of lead exposure, and the notification process for customers. Clear communication ensures compliance with federal and state rules while keeping the community informed and safe.

The presentation will cover essential details about the ongoing inventory process, explain how service lines are identified as lead or unknown. HDR will describe how residents will be informed if service lines contain lead or are of unknown material, as well as steps that can be taken to reduce potential risks. HDR will outline how the City will comply with federal mandates to notify customers and provide access to service line information. HDR will be available to answer any questions..

Resolution 61-2020 was approved on August 17, 2020, with HDR to provide general engineering services for the City's Drinking water system as well as assisting the City in developing a system management plan as required by the Lead and Copper Rule Revisions.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 21, 2024	Until Complete

STAFF RECOMMENDATION

N/A - Presentation

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Presentation slides by HDR

REVIEWED BY:

Requesting Director: ***Nate Lea, Public Works Superintendent***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***



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EPA Lead and Copper Rule Improvements (LCRI)

The EPA proposes LCRR improvements (LCRI) to further protect children and adults by



1. Enhancing and clarifying LSL inventory requirements



2. Replacing lead service lines



3. Strengthening water quality requirements and reducing rule complexity



4. Increasing transparency with the public

EPA's timeline for LCRI implementation

Dec. 2021

Lead and Copper Rule Revisions (LCRR)

Nov. 2023

EPA Proposes LCRR Improvements (LCRI)

Dec. 2023

EPA hosts a public LCRI webinar

Jan. 2024

EPA hosts a virtual public hearing on LCRI for comments

Oct. 2024

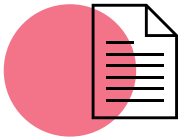
LCRI Finalized

EPA's timeline for LCRI implementation



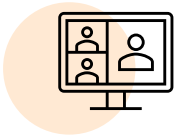
Dec. 2021

Lead and Copper Rule Revisions (LCRR)



Nov. 2023

EPA Proposes LCRR Improvements (LCRI)



Dec. 2023

EPA hosts a public LCRI webinar

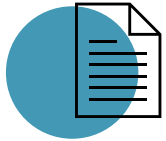


Jan. 2024

EPA hosts a virtual public hearing on LCRI for comments

Oct. 2024

LCRI Finalized



Oct 2027

LCRI Compliance Deadline



The EPA proposes LCRR improvements (LCRI) to further protect children and adults by



1. Enhancing and clarifying LSL inventory requirements



2. Replacing lead service lines



3. Strengthening water quality requirements and reducing rule complexity



4. Increasing transparency with the public

1. Enhancing and clarifying LSL inventory requirements

Additional Detail for Service Line Inventory

- Lead connectors in LCRI baseline Inventory (Oct 2027)
- Inventories must include street addresses for service lines and connectors

New Requirements for Inventory Validation

- Systems must respond to customer inquiries on incorrect material categorizations within 60 days
- Must validate the accuracy of the LSL Inventory non-lead service line category no later than 7 years after the compliance date (Oct. 2034)

Established Deadline for Identification of all Unknowns

- Systems must identify all unknown service lines by the applicable mandatory replacement deadline (Oct 2037)

The EPA proposes LCRR improvements (LCRI) to further protect children and adults by



1. Enhancing and clarifying LSL inventory requirements



2. Replacing lead service lines



3. Strengthening water quality requirements and reducing rule complexity



4. Increasing transparency with the public

2. Replacing lead service lines

New Replacement Timeline of Lead and GRR Service Lines

- 100% lead pipe replacement within 10 years (Oct. 2037)
- 10% annual replacement rate, calculated on a rolling 3-year period unless subject to a shortened or deferred deadline

Expands Service Line Replacement Plan Requirements

- All systems with at least one lead, GRR, or unknown service line must develop the service line replacement plan (with all elements required in the LCRR)
- The plan must also include strategy to inform customers and consumers about the plan and replacement program.
- Systems must conduct reasonable efforts (at least 4 attempts) to engage property owners about full service line replacement, when applicable
- Publicly available online replacement plan for >50,000 people water systems

The EPA proposes LCRR improvements (LCRI) to further protect children and adults by



1. Enhancing and clarifying LSL inventory requirements



2. Replacing lead service lines



3. Strengthening water quality requirements and reducing rule complexity



4. Increasing transparency with the public

3. Strengthening Water Quality Requirements and Reducing Rule Complexity

Reduces Lead Exposure Requirements in Communities

- Lead action level reduction from 0.015 milligrams per liter (mg/L) to 0.010 mg/L
- Revises Tier 3 sites (currently copper services w/lead solder) to include sites served by a lead connector as well as sites served by a galvanized service line or containing galvanized premise plumbing that are identified as ever being downstream of an LSL or lead connector
- Requires the higher value of the first- and fifth-liter lead concentration in homes be used for 90th percentile
- Mandatory full service line replacement of LSLs and GRR service lines is independent of 90th percentile lead levels.

Reducing Rule Complexity and Increasing Efficiency

- Lead trigger level requirement removal
- Streamlines CCT requirements for systems exceeding the action level
- Clarifies definition of wide mouth bottles (i.e., OD > 55 mm)
- Deferral of CCT required actions for water systems that remove 100% of lead/GRR service lines at minimum rate of 20% lines/year within 5 years
- Expands the allowable waivers for CWSs to sample at schools/child-care facilities to include sampling occurring between Jan 1, 2021 and Oct 16, 2024

The EPA proposes LCRR improvements (LCRI) to further protect children and adults by



1. Enhancing and clarifying LSL inventory requirements



2. Replacing lead service lines



3. Strengthening water quality requirements and reducing rule complexity



4. Increasing transparency with the public

4. Increasing Transparency with the Public

Improves Accessibility and Information about Lead	• Outreach material includes renters and expands non-English proficiency material • Simplifies education material language with a greater focus on high-risk individuals
Enhances Service Line Related Outreach	• Water systems with multiple action level exceedances triggers additional outreach requirements and available lead removal filters for all consumers • Deliver notice and educational materials to consumers during water-related work that could disturb lead, GRR, or unknown service lines, including disturbances due to inventorying efforts.
Better Informs Consumers of Tap Sample Results	• 3-day delivery of full tap sampling results regardless of lead or copper concentrations (includes compliance and supplemental monitoring)
Improves Public Education Following a Lead Action Level Exceedance	• Action level exceedance triggers public education materials to bill-paying and non-bill-paying customers (e.g., renters) • Action level exceedance triggers public education activities within 60 days after the end of every tap sampling period until the system no longer exceeds the lead action level. • Expands public education requirements for water systems with lead service lines to systems with lead, galvanized, and/or unknown service lines
Revises Consumer Confidence Report Information	• More comprehensive and streamlined required information

Missouri's Lead Service Line Grant and Low-Interest Loan Opportunities Through the State Revolving Fund

LSL Project	Grant Opportunity	Loan Term
Inventory	up to $102,500, not to exceed 41% of the total project cost	Interest at 30% of the municipal market rate for 5 years
Replacement Plan	up to $20,500, not to exceed 41% of the total project cost	Interest at 30% of the municipal market rate for 5 years
Replacement Project	up to $2,050,000, not to exceed 41% of the total project cost	Interest at 30% or the municipal market rate for 20 years

- Apply by March 1, 2025, to be eligible for the grant opportunities
- Applicants must have bonding capacity to be eligible for the low-interest loan portion
- Any project funded to replace lead service lines must replace the entire lead service line on both the private and public portions of the line.



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