CITY COUNCIL MEETING
June 16, 2025 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 during the meeting must fill out a Speaker's Appearance Form and give to the City Clerk prior to the start of the Council meeting. Forms are available online or located at the entrance of the Council Chambers. Speakers are subject to Council Rules of Procedure.

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 June 2, 2025 City Council Meeting
   b. Resolution No. 40-2025 determining the City's estimated population as 61,246 as of July 1, 2024
   c. Resolution No. 41-2025 approving amendments to the City's Purchasing Policy
   d. Resolution No. 42-2025 adopting the 2025 Multi-Jurisdictional Hazard Mitigation Plan
   e. Resolution No. 43-2025 authorizing payment for the City's annual insurance plan
   f. Resolution No. 44-2025 approving a contract with Superior Electrical Construction for on call electrical services
   g. Approve annual liquor license renewals

4. Bill No. 5319 Code Amendment related to Commercial Vehicles - **Continued from May 19, 2025 and to be continued indefinitely**

5. Public Comment **– This section is reserved for public comment on Ordinances being considered at this meeting that do not require a public hearing.**

6. Introduction and readings of Bill No. 5323 amending the Code of Ordinances related to Security Operators

7. Introduction and readings of Bill No. 5324 amending the Code of Ordinances related to the Community Development Block Grant Advisory Committee

8. Introduction and readings of Bill No. 5325 amending Contract 2024-134 with Mid-America Regional Council to increase the reimbursement amount for meals and transportation.

9. Introduction and readings of Bill No. 5326 authorizing a contract for on-call legal services with Gilmore & Bell for economic development services

10. Introduction and readings of Bill No. 5327 authorizing a contract for on-call legal services with Gilmore & Bell for bond counsel services

11. Introduction and readings of Bill No. 5328 reappointing and increasing the compensation for the Municipal Judges

12. Visitors **– This section is reserved for public comments on topics not on the Agenda. While no immediate action will be taken, comments will be noted.**

13. Councilmember Comments

14. Mayoral Comments

15. Adjourn

Miscellaneous Items

Economic Development Meeting – Wednesday, June 18, 8:15 AM
Juneteenth – **City Offices Closed –** Thursday, June 19
Planning Commission Meeting – Tuesday, June 23, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, June 24, 6:00 PM
Work Session Meeting – Monday, June 30, 6:00 PM
Park Commission Meeting – Tuesday, July 1, 6:00 PM
Independence Day – **City Offices Closed –** Friday, July 4
City Council Meeting – Monday, July 7, 6:00 PM
Public Art Commission Meeting – Wednesday, July 9, 4:00 PM
Planning Commission Meeting – Monday, July 14, 6:30 PM
Land Bank Meeting – Monday, July 21, 3:00 PM
City Council Meeting – Monday, July 21, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Thursday, June 12, 2025.

Erin Ford
City Clerk

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

FROM: Christine Cates
City Administrator

DATE: June 12, 2025

SUBJECT: Agenda Explanations

Item 3b – Population Estimate
Adopt a Resolution determining the City's estimated population as 61,246 as of July 1, 2024. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 3c – City Purchasing Policy Amendments
Adopt a Resolution approving amendments to the City's Purchasing Policy. Refer to Council Information Form from Senior Director of Finance Karen Van Winkle for additional information.

Item 3d – 2025 Multi-Jurisdictional Hazard Mitigation Plan
Adopt a Resolution adopting the 2025 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson, Platte and Ray counties as Blue Springs' Hazard Mitigation Plan. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 3e – Annual Insurance Plan
Adopt a Resolution accepting the proposal of and authorizing payment for the City's annual property, liability, and workers' compensation insurance in the amount of $2,623,241 for the insurance plan year that begins July 1, 2025. Refer to Council Information Form from Human Resources Director Amy Willyard for additional information.

Item 3f – Contract with Superior Electrical Construction for On Call Electrical Services
Adopt a Resolution approving a contract in the amount of $91,300 with Superior Electrical Construction, Inc., for on call electrical services. Refer to Council Information Form from Public Works Supervisor Nathan Lea for additional information.

Item 3g – Annual Liquor License Renewals
Approval of Liquor License renewals for the 2025-2026 license year. According to City of Blue Springs City Code, Chapter 600, Section 600.120 (B), all changes to the Managing Agent or type of license shall be approved by City Council. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 6 – Code Amendment Related to Security Operators
Passage of a Bill amending Sections 635.030 Applications, 635.060 Action on Application, 635.070 Permit Duration, 635.080 Permit Revocation, 635.100 Uniforms and Badges, and 635.130 Training Requirements of Chapter 635 Security Operators and Officers of the Code of Ordinances City of Blue Springs, Missouri to make various changes and updates. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 7 – Code Amendment Related to Community Development Block Grant Advisory Committee
Passage of a Bill Amending Chapter 120 Article XI Community Development Block Grant Advisory Committee Section 120.905 Membership, Appointment, and Term, of the Code of Ordinances, City of Blue Springs, Missouri to remove reference to the Downtown Review Board and amend the name of associated groups. Refer to Council Information Form from Assistant to the City Administrator George Schmitz for additional information.

Item 8 – Amendment to Contract with Mid-America Regional Council for Meals and Transportation
Passage of a Bill approving an amendment to Contract 2024-134 with Mid-America Regional Council (MARC) to increase the reimbursement amount by $30,982, not to exceed a total reimbursement rate of $256,585 for meals and transportation. Refer to Council Information Form from Parks Director Justin Stuart for additional information.

Items 9 & 10 – Contracts with Gilmore & Bell for On-Call Legal Services
Passage of two Bills authorizing contracts for on-call legal services between the City of Blue Springs, Missouri and Gilmore & Bell, A Professional Corporation (PC) for (1) economic development services and (2) bond counsel services. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 11 – Reappointment and Increasing Compensation for Municipal Judges
Passage of a Bill approving the reappointment and increasing the compensation for the Municipal Judges pursuant to Section 3.16 of the Blue Springs Home Rule Charter. Refer to Council Information Form from City Administrator Christine Cates for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
June 2, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, June 2, 2025, 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
Katie Tholen
Nick Brummel
Galen Ericson
Kent Edmondson
Jeremy Rowan

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

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:01 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 Brummel.

- Minutes of the May 19, 2025 City Council Meeting.
- **Resolution No. 36-2025** approving the disposition of Information Technology department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.
- **Resolution No. 37-2025** approving a Site Lease Agreement with T-Mobile Central LLC for leasing space for communications equipment on the Keystone Water Tower for up to 39 years.
- **Resolution No. 38-2025** approving an Amendment to Contract No. 2024-159, Resolution No. 79-2024, in the amount of $62,611.99 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.
- **Resolution No. 39-2025** approving a contract with Freeman Concrete Construction, LLC in the amount of $163,374.90 for the 2023 Community Development Block Grant Sidewalk Program 24-09-01.

The Consent Agenda was approved with the following vote:

Kaylor – Aye
Tholen – Aye
Brummel – Aye
Ericson– Aye
Edmondson – Aye
Rowan – Aye
Mayor Lievsay – Aye

DRAFT

BILL NO. 5302 AND BILL NO. 5303 – ANIMAL CONTROL AGREEMENTS – MOTION TO CONTINUE INDEFINITELY

Mayor Lievsay advised the Council that Staff requested Bill No. 5302 with Lake Lotawana and Bill No. 5303 with Lake Tapawingo for animal control agreements be continued indefinitely. Councilmember Kaylor moved to continue Bill No. 5302 and Bill No. 5303 for animal control agreements indefinitely. Motion seconded by Councilmember Ericson and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5320 – 7 BREW FINAL PLAT (PF-04-25-9540)

Councilmember Kaylor introduced Bill No. 5320 approving a Final Plat for 7 Brew located at 400 NW 7 Highway (PF-04-25-9540). City Clerk Erin Ford made the first reading of Bill No. 5320 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5320 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5320

Ms. Ford made the second reading of Bill No. 5320 by title. Councilmember Edmondson moved to adopt Bill No. 5320 upon its second reading and give it **ORDINANCE NO. 5422,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Tholen – Aye
Brummel – Aye
Ericson – No
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5321 – LITTLE BLUE RIVER WATERSHED FEASIBILITY STUDY

Councilmember Kaylor introduced Bill No. 5321 approving an Agreement with Mid-America Regional Council (MARC) in the amount of $28,089 for the Little Blue River Watershed Feasibility Study - Phase Two Amendment. City Clerk Erin Ford made the first reading of Bill No. 5321 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5321 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5321

Ms. Ford made the second reading of Bill No. 5321 by title. Councilmember Edmondson moved to adopt Bill No. 5321 upon its second reading and give it **ORDINANCE NO. 5423,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Brummel – Aye
Ericson – Aye
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO.

Councilmember Kaylor introduced Bill No. 5322 accepting temporary construction and permanent utility Easements from the abutting property

5322 – SOUTH OUTER ROAD EASEMENTS

owners for the NW South Outer Road water main project (Project 24-08-03; CIP WA-12). City Clerk Erin Ford made the first reading of Bill No. 5322 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5322 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

COUNCIL DISCUSSION

2ND READING – BILL NO. 5322

Ms. Ford made the second reading of Bill No. 5322 by title. Councilmember Edmondson moved to adopt Bill No. 5322 upon its second reading and give it **ORDINANCE NO. 5424,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Brummel and carried with the following vote:

Ericson – Aye
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Brummel – Aye
Mayor Lievsay – Aye

COUNCIL COMMENTS

District 3 Councilmembers Brummel and Rowan will hold a virtual Town Hall on June 4.

MAYORAL ANNOUNCEMENTS

- A public meeting for the Downtown Streetscape will be held on June 10

CLOSED SESSION

At 6:06 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021 (3) & (13) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to personnel 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 Ericson and carried with the following votes:

Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Brummel – Aye
Ericson – Aye
Mayor Lievsay – Aye

CITY OF BLUE SPRINGS

ATTEST

Chris Lievsay, Mayor

Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 27, 2025

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

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

ISSUE/REQUEST

Adopt a Resolution determining the City's estimated population as 61,246 as of July 1, 2024.

BACKGROUND/JUSTIFICATION

In accordance with the City of Blue Springs Municipal Code, Section 235.020, the population of the City of Blue Springs shall be determined annually and submitted to the City Council on or before January 1 of each year. On or before July 1 of each year, the U.S. Census Bureau releases population estimates for all municipalities in the United States from the previous year.

The latest population estimate for Blue Springs is 61,246, reflecting a 707 person increase in population from 2022 census population estimate of 60,539. It should be noted that this is a 2024 estimate and not the official 2024 census count. Population estimates are used to determine the number of certain liquor licenses, firework permits, payday loan establishments, tobacconists, and body art service land uses.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Census Memo dated May 27, 2025
2. Resolution determining population

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

Blue Springs, Missouri
Community Development

MEMORANDUM

DATE: May 27, 2025

TO: Mayor & City Council

FROM: City Development

SUBJECT: 2024 Population Estimates

Population estimates as of July 1, 2024 were released by the U.S. Census Bureau on May 15, 2025. Below are estimates for Blue Springs, along with comparisons to peer communities and rankings within both the Missouri and Kansas City Metro area.

	Annual Estimates of the Resident Population for Incorporated Places in Missouri: April 1, 2020 to July 1, 2024				
	Geographic Area	April 1, 2020 Estimates Base	Population Estimate (as of July 1)		
			2020	2023	2024
1	Kansas City city, Missouri	507,984	508,096	511,300	516,032
2	St. Louis city, Missouri	301,371	300,315	282,772	279,695
3	Springfield city, Missouri	169,149	169,158	170,446	170,596
4	Columbia city, Missouri	126,055	126,314	129,780	130,900
5	Independence city, Missouri	122,926	122,845	121,060	121,629
6	Lee's Summit city, Missouri	101,122	101,572	104,263	106,419
7	O'Fallon city, Missouri	91,375	91,665	94,418	95,355
8	St. Charles city, Missouri	70,586	70,790	72,040	72,458
9	St. Joseph city, Missouri	72,479	72,153	70,853	71,098
10	St. Peters city, Missouri	57,729	57,707	59,600	61,398
11	Blue Springs city, Missouri	58,749	58,880	60,591	61,246
12	Joplin city, Missouri	51,768	51,811	53,131	53,605
13	Florissant city, Missouri	52,545	52,459	51,323	51,290
14	Chesterfield city, Missouri	49,992	49,949	49,345	49,465
15	Wentzville city, Missouri	44,932	45,282	47,943	48,646

	Annual Estimates of the Resident Population for Incorporated Places in Missouri: April 1, 2020 to July 1, 2024				
	Geographic Area	April 1, 2020 Estimates Base	Population Estimate (as of July 1)		
			2020	2023	2024
1	Kansas City city, Missouri	507,984	508,096	511,300	516,032
2	Overland Park city, Kansas	197,246	197,852	201,223	202,893
3	Kansas City city, Kansas	156,605	156,302	154,468	156,752
4	Olathe city, Kansas	141,290	141,560	147,145	149,035
5	Independence city, Missouri	122,926	122,845	121,060	121,629
6	Lee's Summit city, Missouri	101,122	101,572	104,263	106,419
7	Shawnee city, Kansas	67,315	67,430	69,264	69,724
8	Blue Springs city, Missouri	58,749	58,880	60,591	61,246
9	Lenexa city, Kansas	57,411	57,529	58,404	59,427

Resolution No. 40-2025

A RESOLUTION DETERMINING THE POPULATION OF THE CITY OF BLUE SPRINGS

WHEREAS, in accordance with the City of Blue Springs Municipal Code, Section 235.020, the population of the City of Blue Springs shall be determined annually and submitted to the City Council on or before the first day of January each year; and

WHEREAS, the City Development Department has received documentation from the U.S. Census Bureau, which determined the City's most current population estimate as 61,246.

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

Section 1. The City Council hereby accepts the population estimate as of July 1, 2024, for the City of Blue Springs to be 61,246.

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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 23, 2025

SUBMITTED BY: Karen Van Winkle **DEPARTMENT: Finance**

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

ISSUE/REQUEST

Adopt a Resolution approving amendments to the City's Purchasing Policy.

BACKGROUND/JUSTIFICATION

The City Attorney recommended that the Finance Department update the Purchasing Policy to include Missouri Statute 110.075, which pertains to the competitive bidding process for banking professional services.

The City's Purchasing Policy, last approved on July 15, 2024, by Ordinance 5343 and Resolution 48-2024 is being revised to reflect the following updates:

1. Expanded the definition of professional services to include banking services.
2. Added a definition for Qualification-Based Selection (QBS).
3. Included QBS as a bidding method under "Types of Bidding," and incorporated specifications for professional services. This section also now references Missouri Statute 110.075 as it relates to banking services.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 16, 2025	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. Resolution with amended Purchasing Policy attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Karen Van Winkle***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Resolution No. 41-2025

A RESOLUTION AMENDING THE CITY'S PURCHASING POLICY

WHEREAS, the City of Blue Springs last adopted and updated its Purchasing Policy on July 15, 2024, by Ordinance No. 5343 and Resolution No. 48-2024; and

WHEREAS, the City Attorney has recommended revising the Purchasing Policy to incorporate Missouri Statute §110.075, which governs the competitive bidding process for banking professional services; and

WHEREAS, the updated policy expands the definition of professional services to include banking services, introduces a definition for Qualification-Based Selection (QBS), and adds QBS as a recognized bidding method with specifications for professional services and reference to applicable state law.

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

NOTE: LANGUAGE TO BE ADDED IS UNDERLINED. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN.~~ Sections of the Policy not set out herein are not amended or changed.

Section 1. That the City's Purchasing Policy is hereby amended to read as follows:

- **Professional Service:** Contracts for specialized services requiring a high degree of professional skills such as architectural, land surveying, engineering, consulting, <u>banking</u> or auditing.

- **<u>Qualifications-Based Selection (QBS):</u>** <u>Procurement process used for procuring professional design and consulting services, including but not limited to architecture, engineering, surveying, banking, and related disciplines. QBS emphasizes the selection of firms based on demonstrated competence, qualifications, and professional capability, rather than lowest price.</u>

- **Types of Bidding**

- <u>Qualification-Based Selection (QBS)</u>
  - <u>Professional Services</u>
    - <u>Services that are professional in nature are not conducive to lowest price bidding.</u>
    - <u>Missouri Revised Statutes section 8.289 specifically precludes lowest price bidding for architectural, engineering or land surveying services. Other such services not conducive to lowest price bidding include legal, audit, and medical.</u>
    - <u>Ongoing professional service agreements do not need a requisition to purchase.</u>
    - <u>Contracts over $10,000 with specific scope and defined timelines require a requisition to purchase.</u>

- Depositories (Banking) Selections shall follow Missouri Revised Statutes section 110.075

Section 2. A copy of the revised Purchasing Policy is attached hereto as Exhibit A.

Section 3. That this Resolution 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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

MANUAL: ***Finance - Accounting***	**TITLE:** ***Purchasing***
SECTION: Expenses	**POLICY NUMBER: PU-*1.0***
ORIGINAL DATE: ***September 12, 2018***	**REVISION DATE:** ***July 15, 2024***
PREPARED BY: ***Karen Van Winkle***	**APPROVED BY:**

Table of Contents

Objective: 2

GFOA Best Practices: 2

Purchasing Requirements and Considerations: 5

- Purchase of Services $5,000.00 or less: 5
- Purchases $10,000.00 or less: 5
- Purchases $10,000.00 or less for Public Works Construction: 6
- Purchases between $10,000.01 and $50,000.00: 6
- Purchases between $50,000.01 and $75,000.00: 6
- Purchases greater than $75,000.01: 6

Determining requisition to purchase necessity: 6

Budget availability: 6

Requisition not required when: 6

Emergency purchase orders: 7

Reserve Purchase Orders for Capital Improvement Projects: 7

Reserve Purchase Orders – Operating Expenditures: 8

Multiple year purchase orders within an annual budget: 8

Contingency-Force Account: 8

Competitive Bidding Process: 8

Exemptions from the bidding process: 10

Local business support: 11

Change orders: 12

Tax exemption certificate: 12

Project exemption certificate: 13

Invoicing of purchased products: 13

Cancellation/closing of purchase orders: 13

Services only or service and product: 14

Reporting and Review: 14

Required Reports and Forms: 15

City of Blue Springs

MANUAL: ***Finance - Accounting***	**TITLE:** ***Purchasing***
SECTION: Expenses	**POLICY NUMBER: PU-*1.0***
ORIGINAL DATE: ***September 12, 2018***	**REVISION DATE:** ***May 2, 2025***

Objective:

The objective of the City of Blue Springs purchasing policy is to achieve efficient and cost-effective procurement of products and services. This is accomplished by utilizing appropriate contracts that established clear terms and conditions benefiting both buyers and sellers. The policy aims to enhance financial responsibility and maintain fairness in the procurement process.

The outlined procedures establish a framework that guides purchasing activities within the City of Blue Springs ensuring responsible spending, transparency, and the best use of resources.

- **Contractual Obligation:** When a vendor accepts a purchase order it forms a contractual commitment that ensures both parties adhere to the agreed terms.
- **Financial Control:** Purchase orders help prevent overspending by setting predefined limits and ensuring expenditures align with budgets.
- **Effective Communication:** Purchase orders enable buyers to communicate their procurement intentions clearly to sellers reducing misunderstandings.
- **Payment Assurance:** Sellers are protected as purchase order serve as evidence in case of payment disputes or non-payment by the buyer.
- **Fair Competition:** Purchase order process promotes competition among vendors fostering fairness and allowing the best-suited vendor to be selected.
- **Streamlined Process:** Standardized procedures for purchase orders simplify and streamline the purchasing process minimizing errors and delays.
- **Order Management:** The purchase order system aids in managing incoming and pending orders efficiently.

GFOA Best Practices:

The following best practice was utilized in developing this policy and procedure:

- Policies and Procedures Documentation (October 1, 2021) – Refer to Exhibit 8

Definitions:

- **AIF**: Administrative Contract Information Form. A form used to summarize data for a contract that requires approval by the City Administrator.
- **Budget Transfer Request Form:** A form to reallocate funds within a department or activity for better alignment with actual operating needs. Helps maintain budget accuracy.
- **CIF**: Council Information Form. A form used to summarize data for a contract that requires approval by the City Council.

- **Conflict of Interest:** Conflict of interest may occur while conducting business with supplier in which employees, officers or officials own or control a financial interest or in which employee, officer, or officials' family members are relatives are employed.
- **Encumbrance:** Reserved budget for purchases. Can be reported as assigned fund balance if not already considered restricted or committed fund balance.
- **Facility Use Agreement:** An agreement between a municipality and an individual, organization, or business that wishes to use a government-owned property. These agreements are essential for managing the use of government-owned properties and ensuring they are used responsibility and according to local regulations.
- **Formal Bids:** Sealed responses to invitations to bid evaluated for contract award. Usually opened publicly and at a specific time.
- **Gratuity:** A voluntary gift. Often relevant in maintaining ethical business relationships.
- **Informal Bids:** Competitive bids submitted through letters, fax, or e-mail. Response to bid requests without sealing.
- **Kickback:** Returning part of received sum due to agreement or coercion. Raises ethical concern.
- **Local Blue Springs Businesses:** A business that maintains or operates a physical office within the city limits of the City of Blue Springs as those limits exist on the date that the bids are due and has done so for ninety (90) days next preceding that date, and has held a business license pursuant to the Occupational Licensing Code of the City (Chapter 605 of the Code of Ordinances of the City) for ninety (90) days next preceding the date that the bids are due, and has paid, and can provide proof of payment thereof, all applicable taxes and fees owed to the City of Blue Springs.
- **Piggybacking:** Use of a contractual document/process allowing someone, who was not involved in the original procurement, to purchase the same supplies/equipment through the original document/process.
- **Professional Service:** Contracts for specialized services requiring a high degree of professional skills such as architectural, land surveying, engineering, consulting, banking or auditing.
- **Public Works Contract:** Public works contracts may require the payment of prevailing wages and Occupational Safety and Health Administration (OSHA) training and are not limited to those contracts initiated by the City's Public Works Department. Staff should contact the City Attorney or discuss with the Missouri Department of Labor and Industrial Relations, Division of Labor Standards if there are questions on if a contract is considered a public works or not.
- **Purchase Order:** Document authorizing specified merchandise or service delivery at a stated price.
- **Qualifications-Based Selection (QBS):** Procurement process used for procuring professional design and consulting services, including but not limited to architecture, engineering, surveying, banking, and related disciplines. QBS emphasizes the selection of firms based on demonstrated competence, qualifications, and professional capability, rather than lowest price.
- **Request for Proposal (RFP):** Solicitation for project bids with outlined process, terms, and formatting guidance.
- **Requisition to Purchase:** Form to request a purchase order for acquiring products and services.

- **Reserve Purchase Order:** Document authorizing delivery of specified merchandise or service by an unknown vendor.
- **Task Order:** Contract for specified merchandise or services without a fixed quantity, enabling task-based performance.
- **Written Specifications:** Documented requirements for materials, products, or services to meet quality standards.

Authority/Responsibility:

These principles collectively define the authority and responsibilities related to purchasing within the city, ensuring effective financial management and accountability. The budget sets expenditure limits for each department. Purchases within these limits can be initiated without requiring additional council action if they adhere to the outlined policy.

- **Budget Appropriations:** Budget appropriations are not compulsory expenditures unless the need remains valid at the time of purchase. This ensures that purchases are aligned with ongoing needs and priorities.
- **Budget Availability:** Departments must ensure that the relevant general ledger accounts have adequate funds available to cover the requisitions for purchases during the specified budget or project period.
- **Adjusting Spending Levels:** The City Administrator has the authority to establish spending levels lower than the approved budget amounts if revenue collections are insufficient to meet budget requirements. This provides flexibility in managing expenditures based on financial realities.
- **Department Directors' Responsibility:** Department directors have the responsibility and discretion, as granted by the City Administrator, to make purchases within the limits of their departmental appropriations.
- **Supplier Diversity:** Departments are encouraged to diversify suppliers and avoid relying solely on a single source to promote competition which may result in better pricing.
- **Detailed Descriptions/Specifications:** Departments are responsible for providing comprehensive and clear descriptions or specification for purchases. This ensures that technical requirements and expectations are well-defined, facilitating accurate procurement.
- **City Council Role:** The City Council establishes goals, priorities, and standards for city programs and services through the annual budget adoption. This guides the overall financial framework.

Policy:

This policy supports the cities commitment to maintaining transparent and accountable procurement practices while ensuring compliance with federal grant regulations and efficient resource utilization.

MANUAL: *Finance - Accounting*	TITLE: *Purchasing*
SECTION: Expenses	POLICY NUMBER: PU-*1.0*
ORIGINAL DATE: *September 12, 2018*	REVISION DATE: *May 2, 2025*

Purchasing Requirements and Considerations:

The purchasing requirements outlined in this policy apply to all City purchases. The Office of Management and Budget (OMB), a federal agency that oversees the performance of other federal agencies and administers the federal budget, has established Uniform Guidance on procurement relating to purchases using federal grant funds. These additional requirements are outlined in Exhibit 7. Where applicable, requirements that are more restrictive will take precedence.

- **Purchasing Limits/Amounts:** Purchasing limits are determined by the gross amount of a purchase excluding trade in and rebate amounts.
- **Invoice and Contract Integrity:** Purchases cannot be split into separate invoices nor can contracts be divided into additional contracts to evade policy requirements.
- **Contract Duration:** Contracts exceeding 5 years including optional renewals require Council approval as detailed in the Contract Manual Term of a Contract section.
- **Contract Term Alignment:** Whenever possible, contract terms should match the city's fiscal year to facilitate financial management.
- **Requisition to Purchase:** All purchases of products and services over $10,000.00 require a requisition to purchase unless processed as a council contract or administrative contract.
- **Invoice Verification:** If a requisition was not obtained before finance received the invoices, the Accountant-Expense Administration and the Director of Finance or the Assistant Director of Finance must both verify compliance with purchasing requirements before processing payment.
- **Equipment Rentals**: For rentals exceeding the $10,000.01 threshold, departments must provide bids or a bid waiver (Exhibit 1) and complete a purchase requisition form (Exhibit 6).

These categories and requirements provide a structured approach for purchasing within various cost ranges promoting transparency and efficient procurement processes.

- **Purchase of Services $5,000.00 or less:**
  - Department Directors are authorized to sign contracts for services $5,000.00 or less without administrative approval, except the following cases:
    - CDBG Grants that require property liens.
    - Facility Use Agreements that require insurance verification.

- **Purchases $10,000.00 or less:**
  - No written competitive bids needed.
  - Finance department reviews periodically to ensure a reasonable and good faith effort has been made to obtain products and services at the lowest possible cost with the optimum quality needed.
  - Categories include car detailing, pest control, tires, trash removal, uniform cleaning, etc. Procurement card is recommended for purchases $10,000.00 and less.

- **Purchases $10,000.00 or less for Public Works Construction:**
  - No written competitive bids required as per Missouri Statute 290.23 0.8.
    - 290.230.8 Notwithstanding any provision of law to the contrary, for the purposes of construction of public works for which either the engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of ten thousand dollars or less for all occupational titles, public bodies shall be exempt from any law requiring the use of competitive bids.

- **Purchases between $10,000.01 and $50,000.00:**
  - Informal bids from at least three (3) vendors required.
  - Approval from Department Director.

- **Purchases between $50,000.01 and $75,000.00:**
  - Posting of Request for Bid/Proposal on the city's website.
  - Written specifications.
  - Formal bids.
  - Approval from the City Administrator.

- **Purchases greater than $75,000.00:**
  - Posting of Request for Bid/Proposal on the city's website.
  - Written specifications.
  - Formal bids.
  - Approval from the City Council unless approval authority has been specifically granted to the City Administrator in Article V Section 115.160 of the Blue Springs City code.

Determining requisition to purchase necessity:

- Refer to specific sections to determine if a requisition to purchase is required.

Budget availability:

- If there is a deficit in the listed general ledger accounts on the requisition to purchase, the budget analyst approved budget transfer is needed before issuing a purchase order. The approved budget transfer (Exhibit 5) request form should accompany the requisition to purchase.
- Unbudgeted items require the Director to work with the City Administrator and Budget Analyst for a budget amendment.

Requisition not required when:

- Items with fluctuating annual costs where the city is not obliged, though adherence to bidding guidelines is still mandatory. Examples include snow removal materials (salt), fuel for city vehicles, and commodities based on demand.

- Lease and maintenance agreements for office equipment under $75,000 do not require a purchase order but need approval from the City Attorney and City Administrator.
- Professional service agreements with undefined scope or completion timeliness.
- Contracts/Agreements approved by City Council or City Administrator bypass the requisition and purchase orders are processed with information obtained by Finance through DocuShare.

Emergency purchase orders:

- Shall only be used, when one or more below situations exist:
    - When there is an unexpected and urgent situation where an immediate threat to public health and safety exists.
    - Where conservation of public resources is at risk.
    - Where an immediate response is necessary to prevent further damage to public property, machinery, or equipment.
    - Where delay would result in significant financial impact to the city as determined by the City Administrator.
- Immediately upon determining that an emergency exists, as defined above, and prior to contacting vendors for supplies and services:
    - The City Administrator or designee shall determine the appropriate course of action.
    - Emergency purchases and repairs shall be made with as much competition as practical under the circumstances.
    - Departments must submit emergency purchases with the appropriate information, including an explanation of the emergency, in advance of the purchase or as soon as practical thereafter.
- If emergency occurs after hours, Departments handling the emergency must following up with Accountant-Expense Administration the next business day.
- Emergency Purchase/Repair Authorization form (Exhibit 9) approved by the City Administrator must accompany invoices for payment.
- Invoice requires Director of Finance or the Assistant Director of Finance and Accountant-Expense Administrations signatures to ensure compliance.
- Departments must adhere to guidelines providing required documentation except for bidding requirements and requisition for emergency situations.
- When the local Emergency Operations Plan is activated, policies pertaining to those specific emergency situations will supersede these purchasing procedures.

Reserve Purchase Orders for Capital Improvement Projects:

- Prepared when unforeseen circumstances prevent purchasing items in the budgeted fiscal year.
- Created for remaining balances for capital improvement projects in funds 115, 155, 158, 310, 410, 420, 430, and 460.
- Projects approved through the CIP process are automatically approved for encumbrance except for water, sewer and storm sewer maintenance, infrastructure deployment, radios, and MDTs and LPRs. These projects will be a reservation of fund balance.

- Partially funded capital improvement projects through grants/non-city revenues may be set up as an assignment of fund balance instead of a reserve purchase order based on timing of revenue receipt.
- Finance and Budget manage this process with input from departments. A summary report will be distributed to Directors.
- Only requests with specific purchases are approved; carrying over of unspent balances without identified purchases is not allowed.

Reserve Purchase Orders – Operating Expenditures:

- The due date for the receipt of reserve purchase orders for operating expenditures will be established after the Accounts Payable Clerk has finished processing all invoices to the prior fiscal year.
- A final expenditure report will be provided to Directors after final invoices are paid. This ensures reserve purchase orders align with final balance information.
- Encumbered amount must not exceed unspent available balance in the requested fiscal year account.
- Created in the financial system using Vendor Number 1607, "Reserve PO".
- Once the vendor and cost are known, to be expensed, approval guidelines and required documentation must be followed including a requisition to purchase form.

Multiple year purchase orders within an annual budget:

- In some cases, purchase orders have an annual budget allocation, but the contract covers multiple years.
- The Legal Assistant shares quarterly emails with the Accountant-Expense Administration to update affidavits and insurance.
- The Accountant-Expense Administration reviews contracts from the emails to determine if a new purchase order is necessary.

Contingency-Force Account:

- Contingency (force account) amount is added to the purchase order only if included in the contract.
- If the original contract doesn't include the contingency amount, it can be added through the change order process.

Competitive Bidding Process:

These sections address ethical considerations related to the competition in bidding processes and the acceptance of gifts by city employees. They emphasize transparency, integrity, and fairness in procurement practices while maintaining clear guidelines for employee behavior regarding vendor relationships and gratuities.

MANUAL: *Finance - Accounting*	TITLE: *Purchasing*
SECTION: Expenses	POLICY NUMBER: PU-*1.0*
ORIGINAL DATE: *September 12, 2018*	REVISION DATE: *May 2, 2025*

Requirements:

- Competitive bidding is mandatory for purchases of products/services exceeding $10,000.00.
- The City follows competitive bidding as a good business practice and responsible financial stewardship.
- Greater discounts and better service are generally obtained through competitive bidding.

Types of bidding:

- Two types of competitive building: formal and informal.
- Formal bids are required for purchases exceeding $50,000.00.
- Informal bids are required for purchases between $10,000.01 and $50,000.00.
- Qualification-Based Selection (QBS)
    - Professional Services
        - Services that are professional in nature are not conducive to lowest price bidding.
        - Missouri revised state statutes section 8.289 specifically precludes lowest price bidding for architectural, engineering or land surveying services. Other such services not conducive to lowest price bidding include legal, audit, and medical.
        - Ongoing professional service agreements do not need a requisition to purchase.
        - Contracts over $10,000 with specific scope and defined timelines, require a requisition to purchase.
        - Depositories (Banking) Selections shall follow Missouri revised State Statute Section 110.075

Formal bidding process:

- Request for bids/proposals must be posted on the City of Blue Springs website. This is consistent with the posting of public records per the City of Blue Springs Home Rule Charter. City-Charter_v101519 (bluespringsgov.com)
- Department defines the purchasing requirements.
- Specifications should be fair and equitable, not favoring any specific supplier.
- Clear communication about the type of bid being solicited.
- Vendors shall not be provided bid ceilings nor budget information.
- All vendors must receive the same information and deadlines to ensure fairness.
- A supplier qualification evaluation, pre-bid conference, or mandatory site inspection may be conducted if it is determined the complexity or risks associated with the purchase warrants these steps.
- Adequate time (usually 10 to 14 working days) shall be given for bid submissions.
- In the event changes are made to the specifications prior to the opening of the formal bids, all vendors who have already submitted a bid shall be notified of said changes and will be allowed to resubmit a bid. This is the only time a resubmission bid request will be allowed.
- Bidders are to bid items exactly as specified. Alternatives should be clearly noted and bid as separate items. In the event a lower cost item is bid other than the one specified, it is the

responsibility of the bidder to prove the alternate bid meets all the specifications originally set forth in the bid document.
- Formal RFPs, specifications, etc. require that signed E-Verify Affidavits come in with the bids.
- Bidders cannot submit or resubmit bids after the bidding deadline.

Restraints on competition:
- Bids submitted by vendors must not be disclosed to competing vendors before bid opening except for the name of the company.
- Bid details are not considered public record until opened.
- Bidders should not receive information about bid ceilings, available budget, etc.

Gratuity:
- City employees, officers, or officials are not allowed to use their positions nor receive special consideration from vendors to procure materials for personal use.
- The city strictly prohibits the acceptance of gratuities.
- City employees, Officers or Officials should not actively seek gifts.
- City employees, Officers or Officials should not accept gifts except for items that can be shared by all staff.
- If a vendor offers a kickback to a city employee, the employee must decline and inform their director.
- Violation of this policy by a city employee can result in disciplinary action including termination.
- Employees can benefit from company programs offering discounts for all City employees (e.g., fitness memberships, cell phone discounts).

Exemptions from the bidding process:
These exemptions from the competitive bidding process recognize scenarios where competitive bidding might not be practical or necessary while maintaining transparency and accountability in procurement.

- **Sole source justification:**
    - A supplier is considered a sole source vendor in cases where only one product can meet the specification described by the department and only one supplier can provide that product or service.
    - A detailed justification must be provided to defend the decision that the substitution of product or supplier is not possible.
    - Convenience and expediency alone are not sufficient reasons for bypassing competitive bidding.
    - The City Administrator or their designee negotiates price, delivery, and terms when awarding a contract without competition.

- A request for competitive bid waiver must be submitted if competitive bidding would have been required. (Exhibit 1)
- Department Directors must review, confirm justification, and approve bid waivers.

- **Inoperable vehicles:**
  - In cases where vehicle damage renders it inoperable, a bid waiver can replace obtaining bids from multiple vendors. The bid waiver must provide a detailed explanation regarding the reason a vehicle was taken to a particular vendor.

- **Public works construction:**
  - Construction contracts for public works projects costing $10,000.00 or less are exempt from competitive bidding laws. Refer to Missouri State Statue 290.230.8

- **Purchasing cooperative agreements:**
  - The City participates in several not-for-profit buying cooperatives that provide products and services to members at the best possible value.
  - Using cooperative agreements waives bidding requirement if the city is a member and the item is listed.
  - Purchases via cooperative contracts must not seek pricing outside of the cooperative.
  - It is a violation of the agreement to use these bids for obtaining additional concessions or reduced prices for similar products or services.
  - City employees should not join cooperatives without specific purchases being identified.
  - Memberships in a purchasing cooperative requires Council approval.
  - The City is currently a participating member of the following purchase co-operatives:
    - Mid America Regional Council (MARC) – Resolution 95-2006
    - Sourcewell – Ordinance 5335
    - Clayton Paper – Offers MARC prices through a contract with MARC
    - OMNIA – Ordinance 5334
    - TIPS (The Interlocal Purchasing System) (Region VIII Education Service Center) – Resolution 02-2016.
    - State of Missouri – Resolution 1-80

- **Piggybacking:**
  - Piggybacking on another entities contract for the same items or work is exempt from the competitive bid processes.
  - Piggybacking follows policy outlined in purchasing limits/amounts section.

Local business support:
These sections address the City Council intention to support local businesses.

- Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned. (See 71.140, R.S.Mo.)
- Purchases are encouraged to be made from Local Blue Springs businesses if feasible and in compliance with the policy.
- Local Blue Springs businesses are invited to provide bids when suitable products and services are available.
- Preference to Local Blue Springs Businesses shall be given in instances in which quality and service are equal and the Local Blue Springs Business bid does not exceed the submitted lowest bid by more than five percent (5%) if the lowest submitted bid is less than $1,000,000.00 or two percent (2%) if the lowest submitted bid is $1,000,000.00 or more.

Change orders:

- A Purchase Order Change Order Request must be submitted for purchase order adjustments (changes in specifications, quantities, or costs) to an existing purchase order and document the reason for the change, the specifics of the change, and the referenced purchase order number. Refer to Exhibit 2.
- Change orders for Administrative contracts or purchase, Department Director and City Administrator signatures are required.
- City Administrator can approve change orders when:
  - The original contract was approved by the City Administrator, and the cumulative amount of the contract including all change orders does not exceed $75,000.00, or
  - The original contract was approved by the City Council, and the cumulative change orders do not exceed ten (10) percent of the contract price, and:
    - a change order is initiated by the staff or a construction manager under contract with the City,
    - the change order does not materially alter the purpose of the contract, and
    - sufficient funds are available in the current year's budget to pay for the change orders.
  - Change orders less than $100 or less than 1% do not require City Administrator signature.

Tax exemption certificate:

- The city is exempt from Missouri sales tax and has an exemption certificate #12486957.
- City employees involved in purchasing activities must provide available sales tax exemption certificates to avoid being charged Missouri sales tax.
- The sales tax exemption number is on the City's procurement cards. Refer Exhibit 3

Project exemption certificate:

- Contractors and subcontractors working on city projects are exempt from paying Missouri sales tax on city project related materials under Missouri State Statute 144.062
- This exemption does not apply to machinery, equipment, or tools purchases/rentals.
- To obtain a project exemption certificate for a contractor, indicate a project exemption certificate is needed on the requisition to purchase form, the AIF, or the CIF.
- Project exemption certificates are issued to a project's contractors. Contractors are responsible for providing them to subcontractors. Refer Exhibit 4

Invoicing of purchased products:

- The requesting department verifies product/service receipt.
- Invoices can only be processed if they are directly tied to a specific purchase order.
- Invoices associated with an existing purchase order should include the purchase order number or PO Number and account numbers if there is more than one account number associated with the purchase order, and an authorized dated signature.

Cancellation/closing of purchase orders:

- The original requester must inform the Accountant-Expense Administration when a purchase order needs to be cancelled.
- Open purchase orders at fiscal year-end must be closed or rolled over to the new fiscal year. The Accountant-Expense Administration will work with departments to determine the status of open purchase orders. Please see Reserve Purchase Orders – Operating Expenditures of this policy.

Approved purchase order:

- Assures the employee that approval has been obtained to order and accept delivery of the specified products and services.
- Provides assurance to the vendor that the City will remit payment for the products or services received.
- Encumbers the budgetary accounts to reserve funds for the purchase.
- Creates an obligation for the City once accepted by the vendor.

Product Only Purchases Requisition to Purchase:

- For product only purchases a requisition to purchase must be submitted via e-mail to the Accountant-Expense Administration.
- Required information includes vendor details, delivery instructions, order and delivery dates, quantity and specific description of items, unit prices, total prices, budget account numbers, project number if applicable, freight, installation, or other charges, special instructions, and appropriate signature.
- The City Administrator's signature is required for purchase orders over $50,000.00.
- The following documents must be attached to the requisition to purchase, where applicable

- Required documents vary based on purchase value and nature of services or products.
- At least 3 competitive bids or a signed bid waiver form (Exhibit 1).
- Legal advertisement for purchases $50,000.01 through $75,000.00.
- Form W-9; Request for Taxpayer Identification Number and Certification is required for all purchase orders.

Services only or service and product:

- For service only or combined service and product contracts over $10,000 the Accountant-Expense Administration prepares purchase order based on required documentation from docushare.

Reporting and Review:

Once approvals are obtained and sufficient resources are available the Accountant-Expense Administration generates the purchase order, emailing copies to the vendor and relevant staff in the ordering department. A copy is kept for matching with the vendor invoice after delivery.

The Accountant-Expense Administration initiates payment to the vendor only after receiving notification of receipt and payment approval from the appropriate Department Director or designee.

An annual review of purchase orders by each department occurs coinciding with the annual audit to determine whether to keep a purchase order open or liquidate it.

Required Reports and Forms:

Request for Competitive Bid Waiver	Exhibit 1
Purchase Order Change Order Request	Exhibit 2
Missouri Tax Exemption Certificate	Exhibit 3
Project Exemption Certificate	Exhibit 4
Budget Transfer Request Form	Exhibit 5
Requisition to Purchase	Exhibit 6
Grant Purchasing Requirements	Exhibit 7
GFOA	Exhibit 8
Emergency Purchase/Repair Authorization	Exhibit 9

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 27, 2025

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

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

ISSUE/REQUEST

Adopt a Resolution adopting the 2025 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson, Platte and Ray counties as Blue Springs' Hazard Mitigation Plan.

BACKGROUND/JUSTIFICATION

During the fall and winter of 2024/2025, nearly 60 communities, school districts, and fire/ambulance districts in Cass, Clay, Jackson, Platte and Ray counties worked to update the Multi-Jurisdictional Hazard Mitigation Plan (the Plan). In the summer and fall of 2024, the five counties in the Mid-America Regional Council (MARC) region, in conjunction with MARC, solicited public input on the development of the Plan through websites, social media, and online surveys.

The goal of the plan is to reduce loss of life, property, human suffering, economic disruption and disaster assistance costs from natural and man-made disasters. The completion of the 2025 version of the Plan by participating organizations and MARC allows the participants to continue to be eligible for pre and post-disaster funds that may be available from the Federal Emergency Management Agency (FEMA).

The Plan contains new information about the tools or capabilities available to communities as they work toward mitigating hazards. The tools discussed fall into several categories: Planning and Regulatory, Administrative and Technical, Financial, and Educational and Outreach. All 2025 participants were given the opportunity to outline future goals and strategies for each hazard that impacts their community.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 17, 2025	August 1, 2030

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution approving plan

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

Resolution No. 42-2025

A RESOLUTION ADOPTING THE 2025 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the City of Blue Springs recognizes the threats that natural hazards pose to people and property within the city; and

WHEREAS, the City of Blue Springs has participated in the preparation of a multi-jurisdictional local hazard mitigation plan, hereby known as the 2025 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson, Platte and Ray counties, hereafter referred to as the Plan, and

WHEREAS, the City Council recognizes that land use and other policies have a major impact on whether people and property are exposed to natural hazards and will endeavor to integrate the Plan into the comprehensive and/or strategic planning process; and

WHEREAS, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the (local community/school district area) from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Plan and affirms that the Plan will be updated no less than every five years; and

WHEREAS ,the final draft plan prepared by the Mid-America Regional Council has been reviewed by State Emergency Management Agency and is expected to be approved by Federal Emergency Management Agency.

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

Section 1. The Blue Springs, Missouri City Council adopts the 2025 Multi-Jurisdictional Hazard Mitigation Plan, as this jurisdiction's Plan, and resolves to execute the actions in the Plan.

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

Section 3. 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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 27, 2025

SUBMITTED BY: Amy Willyard **DEPARTMENT: Human Resources**

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

ISSUE/REQUEST

Adopt a Resolution accepting the proposal of and authorizing payment for the City's annual property, liability, and workers' compensation insurance in the amount of $2,623,241 for the insurance plan year that begins July 1, 2025.

BACKGROUND/JUSTIFICATION

The City has been working with CBIZ Insurance Services, Inc. (CBIZ) as a broker for all city insurance options; health, dental, vision, life, property, casualty, liability, and worker's compensation.

This resolution accepts the renewal proposal, including rates, and authorizes payment for property, liability, and workers compensation insurance.

Total spending increased 6.6% year over year. This is a positive result, given current market conditions as well in consideration of higher exposures in most areas of the program.

- **Property Coverage:** Building values increased 20% because of a property appraisal. The appraisal was leveraged by CBIZ to obtain a flat rate from the Property Carrier (Chubb). Property has no major changes to deductibles or terms.
- **Workers Compensation:** The loss experience MOD factor (a ratio of actual losses to expected losses over a three-year period) has decreased from 2.23 to 1.65. This had a substantial favorable impact on pricing. The MOD factor decrease is attributed to 2020 Covid claims dropping off the loss experience. The City has been trending better from a claims perspective over the last few years with strong efforts being made to drive down claims. Estimated payroll increased 9.9%. Pricing decreased $220k.
- **Travelers:** Rate was primarily focused on the General Liability, Law Enforcement Liability and Employment Practices Liability lines of coverage. Rates are partially linked to loss experience but also heavily influenced by market trends such as:
- Law Enforcement continues to carry high severity risk due to jail operations (in-custody deaths, failure to provide medical services, unlawful searches) and patrol operations (officer-involved shootings, pursuit-related incidents).
- Employment Practices is impacted by the litigious environment in Missouri, social inflation and nuclear verdicts. Social inflation is driven by evolving public sentiment, juries who sympathize with the employee (vs. the employer) and general shift in attitudes in the legal landscape. This has been a factor in causing larger jury verdicts and higher settlements that have resulted in more plaintiff-friendly outcomes.
- The budgeted expenditures increased 11% which has had an impact on the General Liability, Public Entity Management Liability and Umbrella.
- Deductible Changes: Increased $5,000 to $10,000 on General Liability. Increased

$5,000 to $10 000 on Auto Liability. Increased $2,500 to $5,000 on Auto Physical Damage on the high-value Public Works trucks (over $100,000 in value).

The total premium for these lines of insurance for the 2025-26 plan year total $2,623,241.

FINANCIAL IMPACT

Contractor:	Travelers Property Casualty Co of America and Missouri Employers Mutual Insurance Co.
Amount of Request/ Contract:	$ 2,623,241
Amount Budgeted:	$2,623,241
Budget Year:	FY 2025-26
Funding Source/Account #:	Various

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
July 1, 2025	June 30, 2026
Years and Months Contract in effect	**Number of times renewable**
1 year	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. Resolution with Business Insurance Proposal prepared by CBIZ attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Amy Willyard***	Budget: ***Karen Van Winkle***
Legal: ***James Newell***	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:	☐	
Project Exemption Certificate needed:	☐	
Other:	☐	

Resolution No. 43-2025

A RESOLUTION APPROVING THE PROPOSAL AND AUTHORIZING PAYMENT FOR PROPERTY, LIABILITY AND WORKERS COMPENSATION INSURANCE FOR THE PLAN YEAR THAT BEGINS JULY 1, 2025.

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

WHEREAS, the City of Blue Springs will be utilizing a national insurance provider for property and liability insurance and Missouri Employers Mutual Insurance Co. for workers' compensation insurance beginning July 1, 2025; and

WHEREAS staff recommends payment of $376,527 for property insurance, $40,538 for Inland Marine, $1,428 for Crime, $284,282 for general liability insurance $206,051 for law enforcement, $43,194 for public entity, $100,443 for employment practices, $419,272 for automobile insurance, $121,363 for umbrella coverage and $1,013,579 for workers' compensation and $16,564 for other liability insurance for the plan year July 1, 2025, through June 30, 2026, for a total not to exceed $2,623,241.

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

Section 1. The City Administrator is hereby authorized to accept the Insurance Proposal and bind coverage with the selected Insurance Vendor and Missouri Employers Mutual Insurance Co. for the insurance plan year that begins July 1, 2025. A copy of the Insurance Proposal is attached hereto as Exhibit A

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

Section 3. 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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

2025RES

BUSINESS INSURANCE PROPOSAL FOR:

City of Blue Springs, MO

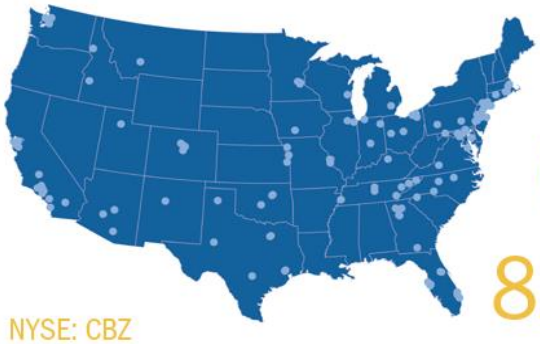
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[1]*Accounting Today – March 2023* [2]*Business Insurance magazine – July 2022* [3]*Barron's Top Institutional Consultants – 2022. Rankings and recognition by unaffiliated third parties may not be representative of a CBIZ Investment Advisory Services'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

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CBIZ SERVICE TEAM

INDIVIDUAL / TITLE	FUNCTIONAL POSITION
Nate Byarlay, MBA, ARM, AINS Managing Director, Public Entity 816.945.5514 nbyarlay@cbiz.com	Responsible for day-to-day service activities, correspondence, account file maintenance, certificates, invoicing and financial accounting.
Anna Rivas, CISR Senior Account Manager 816.841.2273 anna.rivas@CBIZ.com	Responsible for day-to-day service activities, correspondence, account file maintenance, certificates, invoicing and financial accounting.
Amanda Miller Public Entity Claims Associate 816-945-5255 AGMiller@cbiz.com	Responsible for the reporting of claims to carriers. Involved in the initial submission of claims and follow-up with insurance company claims personnel.
Jason Walker Loss Control 432-571-4909 Jason.Walker@cbiz.com	Coordinates carrier and in-house loss control services.

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

PREMIUM SUMMARY

Coverage	2024/2025 Annualized Premium	2025/2026 Estimated Premium
Property/Equipment Breakdown	$321,300	$376,527
Inland Marine	$33,941	$40,538
Crime	$1,412	$1,428
General Liability	$174,119	$284,282
Law Enforcement Liability	$161,066	$206,051
Public Entity Management Liability	$32,300	$43,194
Employment Practices Liability	$59,255	$100,443
Automobile	$324,160	$419,272
Umbrella	$101,136	$121,363
Workers Compensation	$1,234,434	$1,013,579
Cyber Liability	$16,564	$16,564
Total Premium	**$2,459,687**	**$2,623,241**

Contingencies/Subjectivities:

Cyber Liability:

- Confirmation of the approximate number of unique records the Applicant collects, stores, hosts, processes, controls, uses or shares that contain any private or sensitive information in either paper or electronic form.

Deductible Changes (Travelers):

- Auto Liability
  - Deductible increased from $5,000 to $10,000
- Auto Physical Damage
  - Deductible increased from $2,500 to $5,000 for vehicles over $100K in Cost New value
- General Liability
  - Bodily Injury/Property Damage deductible increased from $5,000 to $10,000

MARKETING EFFORTS

Carrier	Line of Business	Indication
Cowbell	Cyber Liability	Quoted: $23,489.56
TMHCC	Cyber Liability	Quoted: $16,564.00
Travelers	Cyber Liability	Quoted: $16,731.00

FIRST NAMED INSURED

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

PROPERTY

Company:	Federal Insurance Company
A.M. Best Rating:	A++; XV
Policy Period:	July 1, 2025 – July 1, 2026

Location: See SOV for the Details

Coverage	2024/2025 Limits	2025/2026 Limits	Deductible
Building	$182,765,026	$219,983,103	$50,000 AOP
Demolition Costs	-	$681,500	$50,000
Business Personal Property	$13,276,430	$13,276,430	$50,000
EDP Property	$2,419,770	$2,419,770	$50,000
Other Property	$21,819,487	$21,955,117	$50,000
Business Income/Extra Expense	$1,000,000	$1,000,000	72 Hours
Earthquake	$5,000,000	$5,000,000	$100,000 72 Hours
Flood	Policy Annual Aggregate $5,000,000	Policy Annual Aggregate $5,000,000	$100,000/$500,000 72 Hours

Valuation:

Subject of Insurance	Valuation	Coinsurance
Building	Replacement Cost	N/A
Business Personal Property	Replacement Cost	N/A
Demolition Costs	Actual Cash Value	N/A

Perils Insured:

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

PROPERTY (CONTINUED)

Policy Extensions:

- Blanket Pollutant Clean-up or Removal $100,000
- Ordinance or Law or Green Standards $500,000
- Automatic Increase in Limits
  - Building 5%
  - Business Income with Extra Expense 5%
- In Transit – Personal Property $100,000
- Dependent Business Premises – Except For Specific Dependent Business Premises Shown In The Declarations $100,000
- Prohibition of Access
  - Per Occurrence Limit $50,000
  - Annual Aggregate Limit $100,000
- Covered Premises $250,000 Blanket Limit
  - Accounts Receivable
  - Electronic Data Processing Property
  - Fine Arts
  - Leasehold Interest – Bonus Payments, Prepaid Rent, Sublease Profit, Tenants' Lease Interest
  - Leasehold Interest – Undamaged Tenant's Improvements & Betterments
  - Non-Owned detached Trailers
  - Outdoor Trees, Shrubs, Plants or Lawns Pair and Set
  - Personal Property of Employees
  - Public Safety Service Charges
  - Research and Development Property
  - Valuable Papers
- Any Other Location
  - Accounts Receivable $50,000
  - Building Components $50,000
  - Electronic Data Processing Property $50,000
  - Fine Arts $50,000
  - Personal Property $50,000
  - Research and Development Property $50,000
  - Valuable Papers $50,000
- Debris Removal
  - Premises Shown in the Declarations $100,000
  - Any Other Location $25,000
  - In Transit $25,000
- Deferred Payments $25,000
- Exhibition, Fair or Trade Show
  - Electronic Data Processing Property $50,000
  - Fine Arts $50,000
  - Personal Property $50,000
- Extra Expense $100,000
- Fungus Clean-Up or Removal $25,000
- Installation
  - Any Job Sit $25,000
  - In Transit $25,000

PROPERTY (CONTINUED)

- In Transit
  - Accounts Receivable $25,000
  - Building Components $25,000
  - Electronic Data Processing Property $50,000
  - Fine Arts $25,000
  - Personal Property $25,000
  - Valuable Papers $25,000
- Loss of Master Key $15,0200
- Loss Prevention Expenses $15,000
- Mobile Communication Property $15,000
- Money and Securities
  - On Premises $15,000
  - Off Premises $15,000
- Pollutant Clean-Up or Removal $25,000
- Processing Water $10,000
- Preparation of Loss Fees $10,000
- Newly Acquired Premises Or Newly Acquired Or Constructed Property
  - Building $2,500,000
  - Personal Property $1,000,000
  - Personal Property at Existing Premises $100,000
  - Electronic Data Processing Equipment $1,000,000
  - Electronic Data $50,000
  - Communication Property $50,000
  - Fine Arts $25,000
- Business Income Coverages:
  - Any Other Location $25,000
  - Contractual Penalties $10,000
  - Dependent Business Premises $100,000
  - Exhibition, Fair or Trade Show $10,000
  - Preparation of Loss Fees $10,000
  - Ingress & Egress $25,000
  - Loss of Utilities $15,000
  - Pollutant Clean-Up or Removal $10,000
  - Newly Acquired Premises
    - Business Income $100,000
- Ocean Cargo Coverage $50,000
- Hazardous Substance Limit $250,000
- Ammonia Contamination Property Damage/Business Income Or Rental Income Limit: $250,000 Blanket; Deductible $50,000
- Dams, Dikes Or Retaining Walls Specific Limit
  - Limit $302,500
  - Deductible $50,000

GENERAL LIABILITY

Company:	The Charter Oak Fire Insurance Company
A.M. Best Rating:	A++; XV
Policy Period:	July 1, 2025 – July 1, 2026
Coverage Form:	Occurrence

Limits of Liability:

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

Rating Basis:

2024/2025 Budgeted Expenditures	2025/2026 Budgeted Expenditures
$85,746,282	$95,995,532

Policy Extensions:

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

Forms and Endorsements:

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

LAW ENFORCEMENT LIABILITY

Company:	The Charter Oak Fire Insurance Company
A.M. Best Rating:	A++; XV
Policy Period:	July 1, 2025 – July 1, 2026
Coverage Form:	Occurrence

Limits of Liability:

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

Policy Conditions:

- Unmanned Aircraft Exclusion-With Exception for Designated Aircraft
  - Matrice 300
  - Mavic 3T

Rating Basis:

2024/2025	2025/2026
Full Time Officers – 91 Dispatchers – 16 Police Dogs – 0 Full-time Jailers – 7 Court Security Officers – 1 Animal Control – 0 Other – 16 **Total – 131**	Full Time Officers – 89 Dispatchers – 13 Police Dogs – 0 Full-time Jailers – 8 Court Security Officers – 0.5 Animal Control – 5 Other – 16 **Total – 131.5**

PUBLIC ENTITY LIABILITY

Company:	The Charter Oak Fire Insurance Company
A.M. Best Rating:	A++; XV
Policy Period:	July 1, 2025 – July 1, 2026
Coverage Form:	Claims Made

Management Liability:

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

Employment Practices Liability:

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

EPL Rating Basis:

2024/2025	2025/2026
Full Time Employees – 281 Part Time Employees - 112	Full Time Employees – 273 Part Time Employees - 219

Policy Conditions:

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

PUBLIC ENTITY LIABILITY (CONTINUED)

Claims Made Notice:

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

COMMERCIAL AUTO

Company: The Travelers Indemnity Co Of America

A.M. Best Rating: A++; XV

Policy Period: July 1, 2025 – July 1, 2026

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

Rating Basis:

- Number of autos, excluding trailers: 198
- Number of trailers: 27
- Composite Rate:
  - $1,601 (Liability)
  - $0.430 (Comprehensive)
  - $0.519 (Collision)

Policy Extensions:

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

COMMERCIAL AUTO (CONTINUED)

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

Standard Exclusions:

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

INLAND MARINE

Company: Federal Insurance Company

A.M. Best Rating: A++; XV

Policy Period: July 1, 2025 – July 1, 2026

Coverage	Limit	Deductible
Contractors' Equipment		
Limits of Insurance	$2,800,376 Per Item: $149,952	$2,500
Flood	$1,000,000	$25,000
Earthquake	$1,000,000	$25,000
Miscellaneous Articles		
Traffic Lights, Control Boxes, Streetlights	$1,000,000	$2,500
Storm Sirens	$209,000	$2,500
Art per occurrence	$720,500	$2,500
Golf Carts per occurrence	$371,600	$2,500
Other Misc. Property per occurrence	$717,945	$2,500
Traffic Lights, Control Boxes, Streetlights any one item	$50,000	$2,500
Storm Sirens any one item	$11,000	$2,500
Art any one item	$275,000	$2,500
Golf Carts any one item	$10,500	$2,500
Other Misc. Property any one item	$55,221	$2,500
Flood	$1,000,000	$25,000
Earthquake	$1,000,000	$25,000

Valuation:

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

INLAND MARINE (CONTINUED)

Perils Insured:

- Direct physical loss subject to policy exclusions

Policy Extension:

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

WORKERS COMPENSATION

Company: Missouri Employers Mutual Insurance Co

A.M. Best Rating: A-; IX

Policy Period: July 1, 2025 – July 1, 2026

Coverage A: Workers' Compensation — statutory limits apply MO

Coverage B: Employers Liability:

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

Coverage C: Other states insurance applies to the states if any listed: None

Scheduled States:

MO

Experience Modification

2025 – 1.65
2024 – 2.23
2023 – 2.10

Officers Included:

Officers Excluded:

Premium Audit

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

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

WORKERS COMPENSATION (CONTINUED)

Rating Basis:

State	Class Code	Description	2024/2025 Payroll	2024/2025 Rates	2025/2026 Payroll	2025/2026 Rates
MO	5506	Street Or Road Construction Paving Or Repaving	$927,866	$7.39	$930,197	$7.55
MO	7380	Drives, Chauffeurs, Messengers, and Their HEL	If Any	$9.47	N/A	N/A
MO	7520	Waterworks Operation & Drivers	$581,402	$4.12	$517,493	$4.10
MO	7580	Sewage Disposal Plant Operation & Drivers	$592,134	$3.81	$596,830	$3.85
MO	7720	Police Officers & Drivers	$7,562,982	$5.82	$8,802,384	$5.79
MO	8391	Automobile Repair Shop & Parts Department Employees	$250,375	$3.87	$272,297	$3.80
MO	8601	Architectural or Engineering Firm	$85,410	$0.35	$98,849	$0.36
MO	8742	Salespersons Or Collectors-Outside	$103,296	$0.41	$71,073	$0.40
MO	8810	Clerical Office Employees NOC.	$4,965,774	$0.20	$5,355,500	$0.20
MO	8831	Hospital-Veterinary & Drivers	If Any	$1.78	If Any	$1.87
MO	8869	Child Care Center-All Employees Including Clerk	$160,048	$1.43	$193,942	$1.56
MO	9061	Club-NOC & Clerical	$178,685	$1.96	$192,612	$1.98
MO	9063	YMCA, YWCA, YMHA, Or YWHA, Institution-All Employees	$1,419,739	$1.18	$1,586,669	$1.24
MO	9082	Restaurant NOC	$12,979	$2.18	$13,553	$1.98
MO	9102	Park NOC – All Employees & Drivers	$1,382,171	$3.99	$1,428,753	$3.68
MO	9402	Street Cleaning & Drivers	If Any	$7.50	If Any	$6.70
MO	9410	Municipal, Township, County, Or State Employee	$1,013,046	$5.13	$1,082,529	$5.21
Total Payroll			**$19,235,907**		**$21,142,681**	

CRIME

Company: Travelers Property Casualty Company Of America
A.M. Best Rating: A++; XV
Policy Period: July 1, 2025 – July 1, 2028
Coverage Form: Discovery

Coverage	Limits	Deductible
Employee Theft – Per Loss	$100,000	$5,000
Employee Theft – Per Employee	$100,000	$5,000
Forgery Or Alteration	$200,000	$5,000
On Premises	$200,000	$5,000
In Transit	$200,000	$5,000
Money Orders and Counterfeit Paper Currency	$200,000	$5,000
Computer Fraud	$200,000	$5,000
Computer Program and Electronic Data Restoration Expense	$20,000	$5,000
Funds Transfer Fraud	$200,000	$5,000
Personal Accounts Forgery or Alteration	$50,000	$500
Identity Fraud Expense Reimbursement	$25,000	$0
Claim Expense	$5,000	$0
Telecommunication Fraud	$100,000	$1,000
Social Engineering Fraud	$100,000	$5,000

UMBRELLA LIABILITY

Company: Travelers Property Casualty Company Of America
A.M. Best Rating: A++; XV
Policy Period: July 1, 2025 – July 1, 2026
Coverage Form: Occurrence

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

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

UMBRELLA LIABILITY (CONTINUED)

Policy Extensions:

- Crisis Management Service Expenses Limit $50,000

Standard Exclusions:

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

CYBER LIABILITY

Company: Houston Casualty Company

A.M. Best Rating: A++; XV

Policy Period: July 1, 2025 – July 1, 2026

Coverage Form: Claims Made and Reported

Policy Aggregate	Limits	Deductible
Aggregate Limit of Liability	$1,000,000	$75,000

Third Party Liability	Limits	Deductible
Multimedia Liability	$1,000,000	$25,000
Security and Privacy Liability	$1,000,000	$25,000
Privacy Regulatory Defense and Penalties Coverage	$1,000,000	$25,000
PCI DSS Liability	$1,000,000	$25,000
Bodily Injury Liability	$250,000	$25,000
Property Damage Liability	$50,000	$25,000
TCPA Defense Coverage	$50,000	$25,000

First Party Liability	Limits	Deductible
Breach Event Costs	$1,000,000	$25,000
Post Breach Remediation Costs	$25,000	$25,000
BrandGuard™ Coverage	$1,000,000	Waiting Period: 2 weeks Period of Restoration: 6 months
System Failure Coverage	$1,000,000	Data Recovery: $25,000 Waiting Period: 8 hours Period of Restoration: 6 months
Dependent System Failure Coverage	$1,000,000	Data Recovery: $25,000 Waiting Period: 12 hours Period of Indemnity: 4 months
Cyber Extortion	$1,000,000	$25,000
Bricking Loss	$1,000,000	$25,000
Property Damage Loss	$50,000	$25,000
Reward Expenses	$50,000	$25,000
Court Attendance Costs	$25,000	N/A
Breach Event Costs Outside the Limit	Included	N/A

CYBER LIABILITY (CONTINUED)

Cyber Crime	Limits	Deductible
Financial Fraud Sublimit	$250,000	$25,000
Telecommunications and Utilities Fraud Sublimit	$250,000	$25,000
Phishing Fraud Sublimits		
Your Phishing Fraud Loss Sublimit	$250,000	$25,000
Client Phishing Fraud Loss Sublimit	$250,000	$25,000
Phishing Fraud Aggregate Sublimit	$250,000	$25,000
Cyber Crime Aggregate	$250,000	See above

Policy Extensions:

- Biometric Claims Sublimit: $250,000/$250,000 Each Biometric Claim/Aggregate; $25,000 Deductible; Full Prior Acts

Key Definitions:

- **Security and Privacy Wrongful Act**
  - Means any of the following (actually or alleged):
    - The failure to prevent or hinder a security breach or privacy breach
    - The failure to timely disclose a security breach or privacy breach affecting private information
    - The failure to dispose of private information within the required period of violation of privacy regulations
    - The failure to prevent the transmission of malicious code or computer virus from an insured computer system to the computer system of a third party
    - A privacy breach
    - The failure to prevent or hinder participation by an insured computer system in a denial of service attack direct against the internet site or computer system of a third party
    - Infliction of emotional distress or mental anguish, but only if directly resulting from a peril described above
  - Theft of money or other financial assets from your bank or corporate credit cards by electronic means
  - Any phishing, vishing or other social engineering attack against any employee or senior executive officer that results in the transfer of your funds to an unintended third party
- **Cyber Extortion**
  - Credible threat or series of related credible threats, including demand for Cyber Extortion Monies which is directed at you to:
    - Steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose or misuse Private Information taken from an Insured through unauthorized access to, or unauthorized use of, an Insured Computer System;
    - Infect an insured computer system with malicious code or ransomware;
    - Corrupt, damage or destroy an insured computer system;

CYBER LIABILITY (CONTINUED)

        - Restrict or hinder access to an insured computer system, including the threat of a denial of service attack;
        - Perpetrate or carry out a phishing attack;
        - Steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose or misuse your confidential or proprietary information or PII of an insured;
        - Damage your reputation or your brand by posting false or misleading comments about you or your organization on social media
    - Cyber Extortion Monies include money, digital currency of any kind, including bitcoin
- **Privacy Breach Response Costs**
    - Initial Breach Consultation Costs
        - Reasonable and necessary legal fees you incur to retain qualified legal counsel to provide initial advice regarding appropriate response to actual or suspected breach
    - Public Relations expenses to avert or mitigate damage to your reputation
    - Legal fees incurred to determine scope, cause and extent of breach, applicability/obligations to comply with privacy regulations and drafting a notification letter to send to affected parties
    - Costs incurred to retain a qualified IT forensics firm to investigate source and scope of breach
- **Cyber Crime**
    - Financial Fraud
        - The loss of Your Money or Securities resulting from Financial Fraud;
        - The loss of Money or Securities that you sustain to reimburse your client or customer for theft of their money or securities as a direct result of Financial Fraud
    - Telecommunications and Utilities Fraud
        - Means the intentional, unauthorized and fraudulent gaining of access to outgoing telephone services through infiltration and manipulation of an insured telecommunication system
        - Means the intentional, unauthorized and fraudulent use of or access to an insured computer system as a direct result of a hacking attack, including cryptojacking, which results in fraudulent use of electricity, water, natural gas, oil, internet access, mobile data, cable or satellite services, sewage, cloud provider services or other utilities, services or resources
    - Phishing Fraud (Social Engineering)
        - Means the malicious use of intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to fraudulently induce an insured to:
            - Transfer or deliver other property to an unintended party by impersonating another insured or your client, your customer or your vendor
            - Transfer or disburse money or securities from a financial account to an unintended party by impersonating another insured, your client, your customer or your vendor

CYBER LIABILITY (CONTINUED)

Exclusions (refer to policy for full listing):

- Sanctions or fines, fire, smoke, explosion, lightning, wind, water, hail, fraudulent instruction collusion.
- War and Cyber Operation Exclusion added

Claims Made Notice:

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

PAYMENT PLANS & TERMS

Payment of Premiums:

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

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

CLAIMS-MADE POLICIES

OCCURRENCE VERSUS CLAIMS MADE COVERAGE.

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

WHAT IS A RETROACTIVE DATE?

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

WHAT IS A CONTINUITY DATE?

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

WHAT IS A CLAIM?

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

CLAIMS-MADE POLICIES (CONTINUED)

DOES THE INSURANCE HAVE A CLAIM REPORTING REQUIREMENT?

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

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

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

Many policies now provide you with the ability to report a circumstance that could give rise to a claim prior to receiving an actual claim. This provision enables you to report potential claims or circumstances under the policy for protection in the event such circumstances eventually evolve into claims.

We recommend reporting known circumstances anytime you are considering changing insurers so you are less likely to have complications with a new insurer. It is also recommended to send notice of potential circumstances prior to your policy expiration so you can preserve the limits of your next policy for new and unknown claims.

WHAT IS A DUTY-TO-DEFEND POLICY?

A duty-to-defend policy allows the insured to tender the defense of a claim to the insurance company. The insurance company will select counsel and control the defense of the claim. Typically a duty-to-defend policy form obligates the insurance company to provide a defense if coverage applies to any of the allegations in the claim.

A NON-DUTY-TO-DEFEND

A policy that allows the insured to select its own counsel and defense costs may be advanced or reimbursed by the insurance company. If there are matters that the insurer deems uninsurable under the terms of the policy, they will have the ability to allocate their reimbursement based upon covered and uncovered loss on an ongoing basis.

CLAIMS-MADE POLICIES (CONTINUED)

WHAT IS A HAMMER CLAUSE?

The hammer clause is also called the consent to settle clause. Many insurers have a provision that says that if the plaintiff offers to settle for a certain amount, the maximum the insurer will pay is that offered amount plus expenses paid up to the date of the settlement offer. It is their way to encourage the named insured to make a business decision to resolve the claim and move on to another business. The insured can continue to fight the claim for whatever reason, but not with the insurer's money. Many carriers now offer softened consent to settlement provisions of 50/50, 75/25 or 80/20. Such softened clauses allow the carrier to contribute to settlements and/or defense costs at the specified percentage (e.g., 50/50 = 50% allocated to the carrier, 50% at the insured's expense). Some carriers will consider deleting the provision in its entirety.

SUMMARY

For a claims-made policy to cover an otherwise covered claim (per the definitions and exclusions in your policy), the following conditions will apply:

1. The injury, damage or alleged wrongful act must occur after the retroactive date.
2. The claim for that injury, damage or wrongful act must be made against the insured during the policy period; and
3. The claim must be reported to the insurer within the time specified.

It is advisable to report all claims and potential claims during the policy period to reduce coverage limitations based upon missing the claims reporting deadline. The most common reason for denial of coverage is late or improper reporting.

COMPENSATION DISCLOSURE

The purpose of this disclosure is to explain to you how we are compensated for our work.

Compensation Disclosure – Commission Only Basis

For the placement and service of your insurance program, CBIZ will receive commission-based compensation from selected insurance companies and/or wholesale intermediaries.

CBIZ Insurance Services is committed to acting in our client's best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies' third-party vendors, in connection with the insurance-related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.

NON-ADMITTED CARRIERS (SURPLUS LINES) NOTICE

Non-admitted carriers were developed for high-risk or unique exposures that conventional companies refuse to supply. A non-admitted carrier is not supported by state guarantee funds, meaning that if they fail, your premium and your insurance are lost. Non-admitted carriers are not subject to regulation by your state insurance department, therefore the financial rating for a non-admitted carrier is of importance. A surplus lines tax will be applied according to the state of domicile.

Coverage	Carrier
Cyber Liability	Houston Casualty Company

This proposed insurance coverage is being quoted to you under your state's Surplus Lines Insurance Act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by your state.

In case of insolvency of the insurer after you purchase the proposed insurance coverage, payment of claims is not guaranteed.

For an overview of each state's provisions, go to: NCIGF—Guaranty Fund Laws and Law Summaries

This policy is not included in coverage under your state's Insurance Guaranty Association.

A.M. BEST COMPANY RATING INFORMATION

Each year the A.M. Best Company reviews the financial status of thousands of insurers, culminating in the assignment of Best's ratings. These ratings reflect their current opinion of the relative financial strength and operating performance of an insurance company in comparison to the norms of the property/casualty insurance industry. Ratings are assigned after extensive analysis measuring the performance of each company in such vital areas as: competency of underwriting, control of expenses, adequacy of reserves, soundness of investments and capital sufficiency.

Rating Guide:

A++, A+ (Superior)	A & A- (Excellent)	B++, B+ (Good)
B, B- -Fair)	C++, C+ (Marginal)	C, C- (Weak)
D (Poor)	E (Under Regulatory Supervision)	F (In Liquidation)

Financial Size Category: (In $000 of Reported Policyholders' Surplus Conditional Reserve Funds)

I	Less than $1,000	VIII	$100,000 to $250,000
II	$1,000 to $2,000	IX	$250,000 to $500,000
III	$2,000 to $5,000	X	$500,000 to $750,000
IV	$5,000 to $10,000	XI	$750,000 to $1,000,000
V	$10,000 to $25,000	XII	$1,000,000 to $1,250,000
VI	$25,000 to $50,000	XIII	$1,250,000 to $1,500,000
VII	$50,000 to $100,000	XIV	$1,500,000 to $2,000,000
		XV	$2,000,000 or greater

TERRORISM NOTICE

On January 12, 2015, the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2015.

This Act amends the Terrorism Risk Insurance Act of 2002 (TRIA) to extend the Terrorism Insurance Program through December 31, 2021, with modifications.

Modifications include:

a. A change in the federal share of payments beginning on January 1, 2016, for acts of terrorism, to be reduced annually to 80% of insured losses.

b. Specifies the aggregate industry—insured losses resulting from certified acts of terror will, beginning calendar years 2015—2019, trigger the federal share of compensation under the Program as:
    I. $100 million for 2015
    II. $120 million for 2016
    III. $140 million for 2017
    IV. $160 million for 2018
    V. $180 million for 2019
    VI. $200 million for 2021 and thereafter.

d. Revises requirements for mandatory recoupment from insurers and the formula used to determine the insurance marketplace aggregate retention amount.

e. Redefines an act of terrorism as one that is certified as such by the Secretary of the Treasury in consultation with the Secretary of the Department of Homeland Security (previously, in concurrence with the Secretary of State).

We encourage you to visit the following sites for a detailed summary of the reauthorization act.
Further Consolidated Appropriations Act, 2021
Terrorism Risk Insurance Act (TRIA)

IMPORTANT ISSUES — PLEASE READ

The property and liability limits that we illustrate in this proposal are options only. We can provide additional alternative limit options if you request. The selection of limits is solely your decision.
Our relationship with you is based on trust and we do our best to make no representation that would mislead anyone about any aspect of the products or services we offer. We value your trust. Therefore, we will continue to do all that we can to fully represent you in the insurance marketplace.

LOSS CONTROL

Loss control is a daily responsibility of your management. Our visits are not a substitute for your loss control program. Recommendations are developed from conditions observed at the time of our visit. They do not include every loss potential, code violation or exception to good practice.
Our inspections, reports and recommendations are provided to assist in your efforts to establish and maintain a safe workplace and don't warrant workplace safety or compliance with applicable laws, regulations or standards. Our observations and suggestions are not a substitute for legal advice. You are encouraged to seek appropriate legal counsel when implementing a program or process to maintain a comprehensive workplace safety program.

FEMA FLOOD ZONE

If flood coverage is included in this proposal it is based on information regarding the FEMA Flood Zone determination for your property that is currently available to the proposed insurance carrier. Such determinations are subject to change at any time and CBIZ cannot be held responsible for any changes in the flood zone determination reflected herein after the date of this proposal.
Consider buying flood and earthquake coverage. Neither flood loss nor earthquake loss is covered under standard property policies. All of us have exposure to floods, sewer backup and earthquakes.

STATE ASSESSMENTS & SURCHARGES

Your policy may be subject to state assessments and surcharges that may alter your base premium.
Although we routinely try to gather this information in the quotation process, it is not always available.

CLAIM REPORTING REQUIREMENTS

Changing market conditions have had an adverse effect on many carriers' claim reporting terms and conditions. Many policy forms now include verbiage that severely restricts or negates coverage should a carrier not be immediately notified of a claim or potential claim. Refer to your policies for a more complete explanation of your carrier's reporting requirements.

IMPORTANT ISSUES (CONTINUED)

CONFIDENTIALITY

We will treat the information you provide us during our professional relationship as confidential and will use it only in performing services for you. We may share this information with third parties as may be required to provide services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. The records you provide us will remain your property and returned to you upon request. You will treat any information we provide to you, including data, recommendations, proposals or reports as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all our propriety computer programs, systems, methods and procedures and all files developed by us.

PAYMENT of PREMIUMS

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

PREMIUM FINANCING

You may choose to use a premium finance company in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available. Where permitted by law, we may receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have.

VACANCY RESTRICTIONS

Most property insurance policies restrict coverage on buildings that have been vacant beyond a specified period (usually 30 or 60 days). For example, a standard commercial property policy does not cover losses arising from vandalism, sprinkler leakage (unless the system has been protected from freezing), building glass breakage, theft, or attempted theft if the building where the loss occurs has been vacant for more than 60 consecutive days before the loss. Recovery for other insured losses is reduced by 15% under the same circumstances. It is also important to be aware of the policy's definition of vacancy. Under a standard commercial property policy, if the insured is a building owner or general lessee, a building is considered vacant unless at least 31% of its total square footage is used by the building owner, a lessee or a sub-lessee to conduct their customary operations. If the insured is a tenant, the vacancy provision applies only to the space leased to the insured, and this space is considered vacant when it doesn't have content for the insured to continue normal business operations.

EXPOSURE CHANGES

In evaluating your exposure to loss, we are dependent upon the information provided by you. You choose the values elected. If any areas need to be evaluated prior to binding coverage or should any of your exposures change after the coverage is bound (e.g., beginning of new operations, hiring employees in new states, buying additional property, autos, equipment), please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

IMPORTANT ISSUES (CONTINUED)

To ensure that your important changes are effectively communicated, the binding or altering of coverage must be confirmed in writing by agency personnel.

The changes in exposure that have an impact on your insurance program include, but are not limited to:

1. Changes to any operation (e.g., expansion to another state, new products).
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances that may require an increase in liability insurance limits.
5. Any changes to fire or theft protection (e.g., installation or disconnection of sprinkler system, burglar alarms). This includes alterations to the same.
6. Any changes to scheduled equipment (e.g., contractors' equipment, computer equipment).
7. Property of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises (e.g., vacancy, whether temporary or permanent, alterations, demolition). Also, any new premises purchased, constructed or occupied.
9. Any new exposures or plans for foreign travel or operations.

Please notify us throughout the year of changes to your business that may affect your risk exposure. Failure to do so may result in uncovered losses.

ORDER TO BIND

Please bind the coverage

_____ As outlined in the quotes recommended by CBIZ Insurance Services, Inc.

or

_____ As follows:

(Insert complete instructions for binding including carrier, limits, options)

City of Blue Springs, MO

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 16, 2025 **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 $91,300 with Superior Electrical Construction, Inc., for on call electrical services.

BACKGROUND/JUSTIFICATION

The City's Public Works Department has a multitude of electrical components throughout its water and sewer infrastructure, as well as its wastewater treatment plant. These electrical components are vital to the maintenance and operations of the City's utility infrastructure.

With the importance of keeping the Department's electrical components operable at all times, Public Works is requesting to enter into a contract with Superior Electrical Construction, Inc. for On Call Electrical services. Services will include, but are not limited to, the evaluation and analysis of existing electrical components and facilities, recommendations for improvements or upgrades, repairs to or the replacement of existing electrical components and systems, and providing emergency services related to electrical components and systems.

Superior Electrical Construction, Inc. was selected as the vendor for the On Call Electrical services contract through a bid waiver, based on their established work and knowledge of the City's infrastructure. Superior Electrical Construction, Inc. has been providing service for the Public Works Division at the wastewater treatment plant, sewer lift stations, water pumping stations, and other facilities for over 20 years and has established a proven track record of excellent response and resolution to the Department's problems. They are extremely familiar with the City's sites, facilities, and operations. A lot of time and money has already been invested in trouble shooting, studying drawings, and learning about the City's facilities. This enables their staff to respond and react quickly to situations that could result in the City falling out of compliance with their wastewater operating permits, should the problem result in a loss of wastewater to "waters of the state".

FINANCIAL IMPACT

Contractor:	Superior Electrical Constriction, Inc.
Amount of Request/ Contract:	$91,300 annually per fiscal year
Amount Budgeted:	$91,300 annually per fiscal year
Budget Year:	FY24/25, FY25/26, FY26/27, FY27/28, FY28/29
Funding Source/Account #:	430-33020-530508 - $10,000 460-36020-530508 - $35,000 460-36030-530508 - $46,300
Account Balance:	430-33020-530508 - $26,650.53 460-36020-530508 - $56,409.71

	460-36030-530508 - $137,554.72	Date: 6/10/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 16, 2025	September 30, 2029
Years and Months Contract in effect	**Number of times renewable**
4 Years, 4 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution

REVIEWED BY:

Requesting Director: ***Nathan Lea***	Budget: ***Lori Turner***
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)	☐	N/A

Wage Order, by reference	☐	Wage Order Number: N/A
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:	☐	12780 E. US Highway 40 Independence, MO 64055-5927 chead@superior-elect.com
Project Exemption Certificate needed:	☒	
Other:	☐	

Resolution No. 44-2025

A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $91,300 WITH SUPERIOR ELECTRICAL CONSTURCTION, INC. FOR ON CALL ELECTRICAL SERVICES.

WHEREAS, the City's Public Works Department utilizes a multitude of electrical components throughout its water and sewer infrastructure, as well as its wastewater treatment plant; and

WHEREAS, it is vital to keep the Public Works Department's electrical components operable at all times for the maintenance and operations of the City's utility infrastructure; and

WHEREAS, the Public Works Department recommends that the City enters into a contract with Superior Electrical Construction, Inc. for On Call Electrical Services based on their established work and knowledge of the City's infrastructure and facilities.

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 Superior Electrical Construction, Inc. for On Call Electrical services in the amount of $91,300. 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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: June 16, 2025	TERMINATION DATE: September 30, 2029	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Superior Electrical Construction, Inc.** **12780 E. US Highway 40** **Independence, MO 64055-5927**
Department: Public Work	Attention: Chris Head
Phone: (816)-228-0195	Phone: (816)-356-1163

PUBLIC WORKS CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 2025, 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. The terms of the City's Request for Proposals are incorporated by reference as if fully set forth herein. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

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

3. **Exchange of Data**. All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge,

and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$91,300** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

12. **Occupational License**: The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal

license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

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

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

15. **Nonresident/Foreign Contractors**. The Contractor shall procure and maintain during the life of this contract:

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals,

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

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

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

c. **Workers' Compensation**. Statutory requirements.

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

19. **Liability and Indemnity**. The parties mutually agree to the following:

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

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

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the

Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

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

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

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

21. **Bonds.** Pursuant to Section 107.170 RSMo.

a. **Labor and Material Payment Bond.** If this Contract is estimated to exceed $50,000.00, the Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

25. **OSHA Requirements** pursuant to Section 292.675 RSMo.

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

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

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

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

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

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

26. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is Chris Head and I am currently the President of Superior Electrical Construction (hereinafter "Company"), whose business address is 12780 E US Highway 40 Independence MO, 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

Chris Head
Printed Name

Subscribed and sworn to before me this 10 day of June, 2025.

SEAL

BAYLIE ROLLINS
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23755988
My Commission Expires 01-24-2027

Baylie Rollins
Notary Public

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

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

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

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

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

32. **Entire Contract**. This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

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

SUPERIOR ELECTRICAL CONSTRUCTION, INC.

By: _____
Name: Chris Head
Title: President

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Superior Electrical Construction, Inc.	
Scope of Work (Job Description)	The contractor will provide on call electrical services for the City's Public Works Department. Scope is to include, but not limited to: 1. Evaluation and analysis of existing electrical components and facilities. 2. Provide recommendations for improvements, upgrades, and repairs. 3. Provide repair or replacement of existing electrical components and systems. 4. Provide emergency service related to electrical components and systems.	
Start Date	June 16, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
	N/A	N/A
Final Completion Deadline	September 30, 2029	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$91,300	Maximum payment for services rendered
	$N/A	Maximum amount of expenses to be reimbursed
	$91,300	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: Per Invoice ☐ % retainage held until completion of project.	

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 1, 2025

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

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

ISSUE/REQUEST

Approval of Liquor License renewals for the 2025-2026 license year. According to City of Blue Springs City Code, Chapter 600, Section 600.120 (B), all changes to the Managing Agent or type of license shall be approved by City Council.

BACKGROUND/JUSTIFICATION

As of June 12, 2025, of the Liquor License renewals for the 2025-2026 license year that have been submitted to the Business Service Department, 22 licenses have been submitted with changes to the Managing Agent, address or contact information.

1. Blue Sky Liquor and Tobacco LLC dba Blue Sky Liquor and Tobacco located at 1418 NW 7 Hwy, Blue Springs, MO 64014 managing agent added their address to 117 NW 6th Terrace Apt #3, Blue Springs, MO 64014.
2. Kansas City Curling Club dba Kansas City Curling Club located at 2525 NW South Outer Rd Unit A, Blue Springs, MO 64015 changed the email contact information and changing the Managing Agent from Leigh Palmer to Brittain McClurg at 1020 E Armour Blvd #203, Kansas City, MO 64109.
3. The Keg Blue Springs LLC dba The Keg Blue Springs located at 1123 W Main St, Blue Springs, MO 64015 updated the managing agents address to 109 NW Garden St, Grain Valley, MO 64029 and added the email address .
4. Dew Raw Inc dba Minsky's Pizza located at 2201 NW 7 Hwy, Blue Springs, MO 64014 managing agent James Wescott has an address change from 9210 S Shrout Rd, Grain Valley, MO 64029 to 1408 SW Trail Ridge Dr, Blue Springs, MO 64015.
5. Zarda BBQ of Blue Springs LLC dba Zarda Bar B Q located at 214 N 7 Hwy, Blue Springs, MO 64014 managing agent changed from Terry Hyer 6421 Walnut Dr, Kansas City, MO 64113 to Jeff Ziefle 812 NE Ridge Creek Dr, Blue Springs, MO 64014.
6. RAM 11 LLC dba Quickmart located at 1500 SW 40 Hwy, Blue Springs, MO 64015 managing agent Maheshkumar Dasharathbhai Patel has an address change from 125 SE Rock Garden Ln, Lees Summit, MO 64064 to 2409 NE Sweet Water Cir, Lees Summit, MO 64086.
7. Beauty Nail Bar LLC dba Beauty Nail Bar located at 1131 NE Coronado Dr, Blue Springs, MO 64014 managing Agent Vu Trinh has an address change from 1428 NE Mary Ct, Grain Valley, MO 64029 to 1113 NW Aspen Ct, Grain Valley, MO 64029.

8. Lunar Bowl Management LLC dba Lunar Bowl at 2001 NW 7 Hwy, Blue Springs, MO 64014 managing agent has a change of address from 208 NW Shamrock Ln, Blue Springs, MO 64014 to 2011 NE Newport Ct, Blue Springs, MO 64014.
9. Buckets Bar & Grill LLC dba Buckets Bar & Grill located at 1317 SW 40 Hwy, Blue Springs, MO 64015 updated the managing agent information with new phone number and date of birth.
10. The Dive Bar LLC dba The Dive Bar located at 1325 SW 40 Hwy, Blue Springs, MO 64015 updated the managing agent information with date of birth.
11. Blue Springs Lanes LLC dba Blue Springs Bowl located at 1225 40 Hwy, Blue Springs, MO 64015 updated the managing agent information with a date of birth.
12. Legend of Asia LLC dba Legend of Asia located at 1853 SW 7 Hwy, Blue Springs, MO 64014 updated the managing agent information with date of birth.
13. Firehouse Bar LLC dba Firehouse Bar 1 located at 1222 NW Woods Chapel Rd, Blue Springs, MO 64015 updated the managing agent information with a cell number.
14. Woods Chapel Liquor dba Woods Chapel Liquor located at 1110 NW Woods Chapel Rd, Blue Springs, MO 64015 updated the email address.
15. Hy Vee Inc dba Hy Vee located at 625 W 40 Hwy, Blue Springs, MO 64014 updated the email address.
16. Casey Marketing Company dba Casey's General Store #3946 located at 1914 NW Woods Chapel Rd, Blue Springs, MO 64015 updated the email and phone number.
17. Casey Marketing Company dba Casey's General Store #2024 located at 2900 NW 7 Hwy, Blue Springs, MO 64015 updated the email and phone number.
18. Casey Marketing Company dba Casey's General Store #4338 located at 111 SE AA Hwy, Blue Springs, MO 64015 updated the email and phone number.
19. Susan 1 Inc dba Tokyo Grill located at 617 SW 40 Hwy, Blue Springs, MO 64014 updated their phone number.
20. GMRI INC dba The Olive Garden Italian Restaurant #1833 updated the email address.
21. Wal Mart Stores East LP dba Walmart Supercenter #184 and Walmart #5149 located at 600 NE Coronado Dr, Blue Springs, MO 64014 and 1700 N 7 Hwy, Blue Springs, MO 64014 updated the email and phone number.
22. Zzoom Liquor and Tobacco dba Zzoom Liquor and Tobacco located at 1501 SW 40 Hwy, Blue Springs, MO 64015 changed managing agent from John Maple at 28682 Hwy 179, Woodridge, MO 65287, to Dineshkumar Patel at 8801 SE 1st Street, Blue Springs, MO 64064.

FINANCIAL IMPACT

Contractor:	Various License Holders
Budget Year:	FY 2025-2026
Revenue to be Received:	$55,125 FY 2025-26 estimated budget
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2025	June 30, 2026

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. List of Liquor Licenses to be renewed for 2025.

LIST OF REFERENCE DOCUMENTS ON FILE WITH THE BUSINESS SERVICES DIVISION

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Mike Mallon (Senior Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Services Division.
2. Application for a Business License is on file with the Business Services Division

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

ATTACHMENT 1

DBA	Business Name	License #	Address	Liquor License Type
54TH STREET GRILL & BAR	KELLAN RESTAURANT MANAGEMENT	2318	1307 SW 7 HWY BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
9 FOOT BREWING	TERICH HAPPY HOUR LLC	22227	3421 NW JEFFERSON ST Unit: #B BLUE SPRINGS, MO 64015	B. Manufacturing, distilling, blending intoxicating Liquors G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
ADAMS POINT GOLF CLUB	ORION MANAGEMENT SOLUTIONS RG INC	14086	1601 NE RD MIZE RD BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
AGAVEROS MEXICAN BAR AND GRILL	AGAVEROS LLC	21436	770 SW US 40 HWY BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
ALDI #81	ALDI INC #81	1951	530 SW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
APPLEBEES NEIGHBORHOOD GRILL & BAR	APPLE CENTRAL KC LLC	16897	1100 N 7 HWY BLUE SPRINGS , MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
BEAUTY NAIL BAR LLC	BEAUTY NAIL BAR	18969	1131 NE CORONADO DR BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
BIRDIES INDOOR GOLF LLC	BIRDIES INDOOR GOLF LLC	21683	1863 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
BLUE MART	BLUE SPRINGS MART LLC	22968	1900 SW EASTBOUND US 40 HWY BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
BLUE SKY LIQUOR AND TOBACCO LLC	BLUE SKY LIQUOR AND TOBACCO LLC	23228	1418 NW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales

BLUE SPRINGS BOWL.	BLUE SPRINGS LANES LLC	15343	1225 US 40 HWY BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
BLUE SPRINGS COUNTRY CLUB	GREAT LIFE KANSAS CITY LLC	17904	1600 NW CIRCLE DR BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
BLUE SPRINGS ELKS LODGE #2509	B P O ELKS LODGE #2509	1356	100 NE BRIZENDINE RD BLUE SPRINGS, MO 64014--	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
BLUE SPRINGS LIQUOR AND TOBACCO	SAHAJANAND CORPORATION	14425	103 SW 7 HWY Unit: #A BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales L. Wine Tasting
BREWERS SPORTS BAR & GRILL	BREWERS SPORTS BAR & GRILL	15689	1120 W MAIN ST BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged
BUCKETS BAR AND GRILL	OLM ENTERPRISES LLC	22311	1331 SW WESTBOUND US 40 HWY BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
CASA MEXICO 3	JOSEMA RESTAURANT LLC	18607	1414 NW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
CASEY'S #4338	CASEYS MARKETING COMPANY	21812	111 SE AA HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
CASEY'S #4348	CASEYS MARKETING COMPANY	21811	1202 NW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
CASEYS GENERAL STORE #2024	CASEYS MARKETING COMPANY	3552	2900 NW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
CASEYS GENERAL STORE #2037	CASEYS MARKETING COMPANY	3821	2424 SW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales

CASEYS GENERAL STORE (#3946)	CASEYS MARKETING COMPANY	20659	1914 NW WOODS CHAPEL Rd BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
CENTERLINE BEACH VOLLEYBALL	A M ENTERPRISES OF MISSOURI INC	5892	1910 SE US 40 HWY BLUE SPRINGS, MO 64014--	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
CHIPOTLE MEXICAN GRILL #1382	CHIPOTLE MEXICAN GRILL OF COLORADO LLC	13526	1115 NE CORONADO DR BLUE SPRINGS, MO 64014--	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
COLONIAL GARDENS LLC	COLONIAL GARDENS LLC	18700	27610 SE WYATT RD BLUE SPRINGS, MO 64014	F. Retailer Selling Intoxicating Liquors off Premises (Weekdays) G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
CONOCO	MALEEHA LLC	21456	2401 NW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
COURTYARD BY MARRIOTT/KANSAS CITY EAST	RMT OF BLUE SPRINGS LLC	6490	1500 NE CORONADO DR BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
CROWN LIQUOR	GANESH USA LLC	17147	1005 N HIGHWAY 7 BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
CROWN LIQUOR 2	KS CROWN LLC	20757	1922 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
CVS PHARMACY #8570	MISSOURI CVS PHARMACY LLC	7350	1616 NW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
CVS PHARMACY #8581	MISSOURI CVS PHARMACY LLC #8581	7351	3201 SW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting

CVS/PHARMACY #8950	MISSOURI CVS PHARMACY LLC	15925	1101 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
DIRTY HARRYS PUB	DIRTY HARRYS PUB	15435	3100 S 7 HWY Unit: #K-L-M BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
EAST FORTY BREWING	EAST FORTY BREWING LLC	18543	1201 W MAIN ST Unit: #A BLUE SPRINGS, MO 64015	A. Manufacturing of Intoxicating Malt Liquors (Beer) G. Retailers Selling Intoxicating Liquor--Consumption On Premises/Original Packaging/Retailer Packaged H. Sunday Sales
EASTSIDE CATERING & EVENTS	EASTSIDE CATERING & EVENTS INC	18627	3100 NW JEFFERSON ST BLUE SPRINGS, MO 64015	D. Retailers Selling Intoxicating malt liquors (Beer) only for consumption on premises
EDGE OF TOWN CAFE	M WILSON & V WILSON LLC	7244	960 SW 37TH ST BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
EDGE ON 7	GEM BAR LLC	22853	1200 NW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
EL RANCHERO MEXICAN RESTAURANT	EL RANCHERO MEXICAN RESTAURANT LLC	16043	1867 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
EL TUCAN FINE MEXICAN CUISINE	EL TUCAN	22822	625 NW MOCK AVE Unit: #B BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
EVERYDAY	MUZU CONVENIENCE LLC	22527	3120 SW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
EVERYDAY	SAK CONVENIENCE LLC	22502	301 SW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
FIREHOUSE BAR 1	FIREHOUSE BAR LLC	14487	1222 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales

FIRST WATCH RESTAURANT #230	FIRST WATCH RESTAURANTS INC	18895	1077 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
FRANKIES ITALIAN RESTAURANT LLC	FRANKIES ITALIAN RESTAURANT LLC	23180	1800 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
FUN HOUSE PIZZA DELIVERY BLUE SPRINGS	DINGMAN INVESTMENTS INC	1122	1420 SW 7 HWY BLUE SPRINGS, MO 64014	D. Retailers Selling Intoxicating malt liquors (Beer) only for consumption on premises
GALAXY LIQUOR & TOBACCO	GALAXY I MO LLC	1062	1017 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
HAPPY HOUR	SUN ENTERPRISES LLC	19283	1801 NW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
HR MART	HR MART LLC	22934	1501 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
HY VEE	HY VEE INC	2071	625 W 40 HWY BLUE SPRINGS, MO 64014	F. Retailer Selling Intoxicating Liquors off Premises (Weekdays) G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales L. Wine Tasting
HY VEE	HY VEE INC	15292	629 SW 40 HWY BLUE SPRINGS, MO 64014--	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
INDIAN MIX GRILL	C & D INDIAN RESTAURANT INC	16612	1214 NW 7 HWY BLUE SPRINGS, MO 64014	I. Retail Selling of Beer and wine only by the drink, or in original package (weekdays)
INDOOR PAR FORE LLC	INDOOR PAR FORE LLC	21388	1326 NW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
JOHNNYS TAVERN	JOHNNYS TAVERN BLUE SPRINGS INC	18308	1175 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales

KANSAS CITY CURLING CLUB	KANSAS CITY CURLING CLUB	20921	2525 NW SOUTH OUTER RD Unit: UNIT A BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
LA FUENTE MEXICAN STREET	OSVER LLC	20568	1512 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
LAS PLAYAS LLC	LAS PLAYAS RESTAURANT, LLC	7602	1016 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
LEGEND OF ASIA	LEGEND OF ASIA LLC	13701	1853 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
LINQ FOODMART	R G OF BLUE SPRINGS INC	6557	1501 SW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
LIQUOR HOUZZ	TRIVEDI & RIAZ LLC	18244	601 SW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
LIQUOR HOUZZ	TRIVEDI & RIAZ LLC	20828	1110 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
LOOKOUT BAR BY EAST FORTY BREWING	EAST FORTY BREWING LLC	22594	425 NE MOCK AVE BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
LUNAR BOWL	LUNAR BOWL MANAGEMENT LLC	5594	2001 NW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
MEINERS MARKET	MEINERS MARKET OF BLUE SPRINGS LLC	2443	PO BOX 480492 KANSAS CITY, MO 64148	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
MINSKYS PIZZA	DEW RAW INC	18048	2201 NW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales

MOJITOS MEXICAN GRILL LLC	MOJITOS MEXICAN GRILL LLC	22189	2003 NW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
PINOTS PALETTE	COPACABANA ARTS LLC	18229	8126 NW HARDEN DR KANSAS CITY, MO 64151	I. Retail Selling of Beer and wine only by the drink, or in original package (weekdays)
PIZZA SHOPPE	WANNA PIECE LLC	14008	1105 MAIN ST BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
PRICE CHOPPER #104	COSENTINO ENTERPRISES INC	18148	1101 SW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
PRICE CHOPPER NORTH #109	COSENTINO ENTERPRISES INC 109	2485	1305 NW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
QUE TAL POLLO	REGIOMEX FOOD SERVICES LLC	22830	1605 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
QUICKMART	RAM 11 LLC	18158	1500 SW EASTBOUND US 40 HWY BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
QUIKTRIP #180R	QUIKTRIP CORPORATION	18271	1301 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
QUIKTRIP #217R	QUIKTRIP CORPORATION	17909	PO BOX 2927 TULSA , OK 74101	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
QUIKTRIP #241	QUIKTRIP CORP	14598	1201 NW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
RANCHO GRANDE CANTINA	JMRS INC	7855	501 NW JEFFERSON ST BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
SIDE POCKETS	SPBSMO INC	7023	1237 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales

SINCLAIRS RESTAURANT LLC	SINCLAIRS RESTAURANT LLC	16315	1402 NW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
SPEEDWAY	SHMAZ LLC	21451	501 NE NAPOLEON DR BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
STANLEY PACK POST 499	STANLEY PACK POST #499 INC	936	499 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
TARGET STORE T2525	SUPERTARGET LIQUOR OF MISSOURI INC	13367	1040 NE CORONADO DR BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
TEXAS ROADHOUSE HOLDINGS LLC	TEXAS ROADHOUSE HOLDINGS LLC	12634	455 NE CORONADO DR BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
THE BAR	LOGANS THE BAR LLC	22224	1621 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
THE EMERALD EVENT SPACE	CAFE BY DAY III LLC	20318	800 NW SOUTH OUTER RD BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
THE GEM BAR & GRILL	GEM BAR LLC	19670	1204 NW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
THE KEG BLUE SPRINGS LLC	THE KEG BLUE SPRINGS LLC	22621	1123 W MAIN ST BLUE SPRINGS, MO 64015	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
THE OLIVE GARDEN ITALIAN RESTAURANT #1833	GMRI INC	13709	801 NE CORONADO DR BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales

THE PIZZA PLACE	COOPER INVESTMENT GROUP LLC	20665	1711 SW 7 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
THE THAILAND RESTAURANT	DWB ENTERPRISES LLC	17331	719 B N HIGHWAY 7 BLUE SPRINGS, MO 64015	I. Retail Selling of Beer and wine only by the drink, or in original package (weekdays)
TOKYO GRILL	SUSAN 1 INC	18245	617 SW WESTBOUND US 40 HWY BLUE SPRINGS, MO 64014	G. Retailers Selling Intoxicating Liquor--Consumption on Premises/Original Package/Retailer-Packaged H. Sunday Sales
WAL MART SUPERCENTER #184	WAL MART STORES EAST LP	6920	600 NE CORONADO DR BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
WALGREENS	WALGREENS #7789	6272	3200 SW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
WALGREENS #04225	WALGREENS	3481	1701 NW 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
WALMART #5149	WAL MART STORES EAST LP	15662	1700 N 7 HWY BLUE SPRINGS, MO 64014	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales L. Wine Tasting
WOODS CHAPEL LIQUOR	SHREE SHIV INC	22976	1110 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
XPRESS MART BLUE SPRINGS	A & Z ENTERPRISES LLC	19930	280 NW WOODS CHAPEL RD BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales
ZARDA BAR B Q	ZARDA BBQ OF BLUE SPRINGS LLC	213	214 N 7 HWY BLUE SPRINGS, MO 64014	D. Retailers Selling Intoxicating malt liquors (Beer) only for consumption on premises
ZZOOM LIQUOR AND TOBACCO	SHRI GANESH 551 LLC	20292	1501 SW WESTBOUND US 40 HWY BLUE SPRINGS, MO 64015	F. Retail Selling Intoxicating Liquors Off Premises (Weekdays) H. Sunday Sales

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 23, 2025

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

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

ISSUE/REQUEST

Passage of a Bill amending Sections 635.030 Applications, 635.060 Action on Application, 635.070 Permit Duration, 635.080 Permit Revocation, 635.100 Uniforms and Badges, and 635.130 Training Requirements of Chapter 635 Security Operators and Officers of the Code of Ordinances City of Blue Springs, Missouri to make various changes and updates.

BACKGROUND/JUSTIFICATION

The proposed Code amendments will update the Code to reflect current practices and requirements related to security companies and operators. One of the more significant changes requested is to move the permit duration from an annual renewal in March to an annual renewal based on the permit approval date. This change will reduce the workload in March and April for the records unit as the permit renewals will be spread throughout the year.

Also being requested is a change to sections requiring a passport photo, notification to the applicant by certified mail, written notification of a revocation by certified mail, removal of a uniform cap requirement and clarifying the firearms test requirement. The changes requested are in line with current practices when handling permits and renewals.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 16, 2025	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. Bill amending Code of Ordinances

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5323

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 635.030 APPLICATIONS, 635.060 ACTION ON APPLICATION, 635.070 PERMIT DURATION, 635.080 PERMIT REVOCATION, 635.100 UNIFORMS AND BADGES, AND 635.130 TRAINING REQUIREMENTS OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, TO MAKE VARIOUS CHANGES TO THE SECIRTY OPERATOR AND OFFICER PERMIT PROCESS AND REQUIREMENTS

WHEREAS, the proposed Code amendments will update the Code of Ordinances to reflect current practices and requirements related to security companies and operators; and

WHEREAS, the proposed Code amendments will increase efficiency and reduce the workload in the records unit of the Police Department; and

WHEREAS, it is necessary for the City of Blue Springs to regulate and grant permits to security operators and officers.

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

NOTE: LANGUAGE TO BE ADDED IS <u>UNDERLINED</u>. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN~~. Sections and Subsections not set out herein are not amended or changed.

Section 1. That Sections 635.030 Applications, 635.060 Action on Application, 635.070 Permit Duration, 635.080 Permit Revocation, 635.100 Uniforms and Badges, and 635.130 Training Requirements of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 635.030. Application. [R.O. 1996 § 635.030; CC 1968 § 17 1/2-3; Ord. No. 775 § 3, 3-17-1975]

A. An applicant for a private security operator's permit shall file with the City a written application on a form provided for the purpose, which shall be sworn to by the applicant or their authorized agent. The following information shall be required in the application:

1. The trade name, address and phone number of the private security operator.

2. A statement indicating whether any owner of twenty-five percent (25%) or more, manager, officer, director, partner, or current employee of applicant has been convicted of a felony or an offense involving violence, theft, fraud, deception, or unlawfully carrying a weapon.

3. Other information relevant to the consideration of the application.

4. If the applicant is a corporation, the application must be signed by an authorized officer.

5. If the applicant is a partnership, the application must be signed by each individual comprising the partnership.

6. The application shall be signed by the applicant under oath and the signature shall be notarized.

B. An applicant for a private security officer's permit shall file with the Chief of Police a written application on a form provided for the purpose, which shall be signed and sworn to by the applicant. The following information is required in the application:

1. The name, date of birth, home address and phone number of the applicant.

2. The name, address and phone number of the employer for which private security services are to be performed.

3. The business name and address where private security services are to be performed.

4. A written statement signed by the employer requesting the permit and certifying the amount of training in security work which the applicant has completed in a course of training approved by the Chief of Police. If the training has been certified in a previous application by another employer, new certification is not necessary.

5. A list of previous employment and occupation for the preceding five (5) years.

6. A list of previous addresses for the preceding five (5) years.

7. A statement indicating whether applicant has been arrested for an offense other than a traffic violation and whether they have been convicted of a felony or an offense involving violence, theft, fraud, deception, intoxication, disorderly conduct, sexual misconduct, or unlawfully carrying a weapon.

8. A ~~recent passport size photograph~~ copy of a current driver’s license or state issued identification card of the applicant.

9. The applicant's fingerprints which will be made by the Police Department and attached to the identification card.

10. Other information relevant to the consideration of the application.

Section 635.060. Action On Application; Notice Of Denial. [R.O. 1996 § 635.060; CC 1968 § 17 1/ 2-6; Ord. No. 775 § 6, 3-17-1975]

When an application for a permit or renewal of a permit has been filed with the Chief of Police pursuant to this Chapter, the Chief of Police shall, within ten (10) days from the date of filing, approve or deny the application. ~~The Chief of Police shall give the applicant in person or send to the applicant by certified mail, return receipt requested, a written statement of their action. If the application is denied, the statement shall include the reasons for denial. If the application is approved, the applicant shall present the application to the Records Clerk, pay the required fee, and the permit will be issued by the Chief of Police.~~

Section 635.070. Permit Duration; Fees; Non-Transferability. [R.O. 1996 § 635.070; CC 1968 § 17 1/2-7; Ord. No. 775 § 7, 3-17-1975; Ord. No. 3025 § 6, 11-3-1997]

A. A permit issued pursuant to this Chapter is valid for twelve (12) months and must be renewed by the permit holder ~~by March first of each year~~ prior to the expiration of the permit.

B. The annual fee for a private security operator's permit is twenty-five dollars ($25.00) and must be submitted with the application.

C. The annual fee for a private security officer's permit is twenty-five dollars ($25.00) and must be submitted with the application. An additional fee for the annual permit is not required if it is obtained within one hundred fifty (150) days from the date of issuance of a temporary permit. [Ord. No. 4977, 1-19-2021]

D. No refund of fees shall be made.

E. A permit issued pursuant to this Chapter is not transferable or assignable.

Section 635.080. Permit Revocation. [R.O. 1996 § 635.080; CC 1968 § 17 1/2-8; Ord. No. 775 § 8, 3-17-1975]

A. The Chief of Police shall revoke a private security operator's permit or a private security officer's permit for one (1) or more of the following reasons:

1. The making of a false statement as to a material matter in an application for a permit or renewal of a permit.

2. Conviction of an owner, of twenty-five percent (25%) or more, manager, corporate officer, director, or partner of a private security operator permittee, for a violation of a provision of this Chapter, or for a felony or an offense involving violence, theft, fraud, deception, or unlawfully carrying a weapon.

3. Conviction of a private security officer permittee for a violation of a provision of this Chapter, or for a felony or an offense involving violence, theft, fraud, deception, or unlawfully carrying a weapon.

B. The Chief of Police shall send ~~written~~ notice of a revocation to the permittee ~~by certified mail, return receipt requested,~~ stating the reasons for the revocation. The permittee shall surrender their permit to the Chief of Police within ten (10) days unless a written appeal is filed.

Section 635.100. Uniforms And Badges. [R.O. 1996 § 635.100; CC 1968 § 17 1/2-10; Ord. No. 775 § 10, 3-17-1975]

A. The private security operator shall provide patches, insignia and emblems for its employees which act as private security officers and a private security officer shall return these patches, insignia, and emblems within seven (7) days of termination of employment.

B. All private security officers employed by a private security operator shall wear uniforms while on duty; except, that a private security officer may wear civilian clothes while on duty at a single premises.

C. A private security uniform consists of a hat or cap, shirt, optional jacket, trousers or skirt, shoulder patch containing the name of the private security operator, and badge. The badge must be attached over the left breast pocket of the shirt and jacket and on the front of the hat or cap. When approved by the Chief of Police, a private security officer may wear fatigues or coveralls for certain types of duty. The uniform shall not resemble a uniform of the Blue Springs Police Department and must be approved by the Chief of Police.

D. A private security operator shall submit to the Chief of Police ~~two (2) passport size~~ color photographs of the uniform, badge, and hat or cap to be worn by their employees, one photograph being a front view and the other a left profile showing the shoulder patch.

~~E. A private security officer shall not wear a metal badge or cap device, and shall not wear a rank designation on their uniform.~~

Section 635.130. Training Requirements. [R.O. 1996 § 635.130; CC 1968 § 17 1/2-13; Ord. No. 775 § 13, 3-17-1975]

A. An applicant for a private security officer's permit shall complete, and their employer shall certify to the Chief of Police that they have completed, eight (8) hours of training in private security work through a course of training which is approved by the Chief of Police. For an applicant meeting all other requirements who has not completed eight (8) hours of training, the Chief of Police shall issue a temporary private security officer's permit which will allow the applicant to work as a private security officer for one hundred twenty (120) days while they complete the required training. Upon certification to the Chief of Police by the applicant's employer that the applicant has completed the required training, the Chief of Police shall issue an annual private security officer's permit.

B. A course of training must include instruction in the following subjects to be eligible for approval by the Chief of Police:

1. Orientation. Purpose of a security officer, prevention versus apprehension, public relations, deportment, appearance, maintenance and safeguarding of uniforms and equipment, report writing.

2. Legal Powers And Limitations Of A Security Officer. Techniques of searching, preservation of evidence, use of force.

3. Handling Emergencies. Communications, types of alarm reporting equipment and procedures during fires, explosions, floods, riots, etc., procedures with regard to bomb threats.

4. General Duties. Patrol and inspection, fire prevention and control, personnel control (I.D. system), safety.

5. Weapons. Weapons handling and marksmanship for those whose duties will

include carrying a weapon.

C. Security officers carrying weapons shall qualify with that weapon every two (2) years, with a score of seventy percent (70%) or better ~~than the Blue Springs Police Department~~ on an approved test and submit the qualification results with the application or renewal request. The applicant shall supply the weapon's brand name, caliber and serial number.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 3. 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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 12, 2025

SUBMITTED BY: George Schmitz **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Passage of a Bill Amending Chapter 120 Article XI Community Development Block Grant Advisory Committee Section 120.905 Membership, Appointment, and Term, of the Code of Ordinances, City of Blue Springs, Missouri to remove reference to the Downtown Review Board and amend the name of associated groups.

BACKGROUND/JUSTIFICATION

The current City Code Section 120.905 Membership, Appointment, and Term relating to Chapter 120 Article XI Community Development Block Grant Advisory Committee states that the CDGB Advisory Committee shall consist of seven (7) members of the community with a knowledge of an interest in redevelopment within low- and moderate-income areas, downtown capital improvements, housing, and homeless and disability needs. The seven (7) members shall consist of:

a. Three (3) City Councilmembers [one (1) representing each District].
b. One (1) Planning Commissioner.
c. One (1) Downtown Review Board member.
d. One (1) Downtown Blue Springs Main Street
e. One (1) Park Commissioner.

The Downtown Review Board has now been disbanded. Additionally, Downtown Alive! has recently undergone a name change. Staff is recommending amending the code to remove mention of a member appointed from the Downtown Review Board and amending Downtown Alive! to Downtown Blue Springs Main Street, Inc. to be reflective of their operating name registered with the Missouri Secretary of State. In place of a member from the Downtown Review Board, the Mayor will appoint a Blue Springs Community Representative of their choosing to the board, keeping the make up of the board at seven members.

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 amending the Code

REVIEWED BY:

Requesting Director: ***George Schmitz***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5324

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 120 ARTICLE XI COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY COMMITTEE SECTION 120.905 OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI

WHEREAS, City staff is committed to bringing forward amendments to the Code of Ordinances of Blue Springs, Missouri as needed; and

WHEREAS, Chapter 120 Article XI Community Development Block Grant Advisory Committee, Section 120.905: Membership, Appointment, and Term states that one member of the CDBG Advisory committee shall be appointed from the Downtown Review Board; and

WHEREAS, Ordinance No. 5383 dissolved the Downtown Review Board on December 16, 2024; and

WHEREAS, the Mayor will now appoint a Blue Springs Community Representative of their choosing to serve on the CDBG Advisory Committee in place of a member from the Downtown Review Board; and

WHEREAS, Downtown Blue Springs Main Street, Inc. d/b/a Downtown Alive! has undergone a name change; and

WHEREAS, it is appropriate for the City to amend its City Code to be consistent to changes relating to the Community Development Block Grant Committee by removing reference to the Downtown Review Board and amending the name of associated groups to reflect current standings.

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

NOTE: LANGUAGE TO BE ADDED IS <u>UNDERLINED</u>. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN~~. Sections and Subsections not set out herein are not amended or changed.

Section 1. That Chapter 120 Article XI Community Development Block Grant Advisory Committee, Section 120.905 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 120.905 **Membership, Appointment, And Term.**
[Ord. No. 4813, 4-15-2019; Ord. No. 5111, 4-18-2022]

A. Members.

1. The CDBG Advisory Committee shall consist of seven (7) members of the community with a knowledge of and interest in redevelopment within low- and moderate-income areas, downtown capital improvements, housing, and homeless and disability needs. The seven (7) members shall consist of:

a. Three (3) City Councilmembers [one (1) representing each District].

b. One (1) Planning Commissioner.

c. One (1) ~~Downtown Review Board~~ Blue Springs Community Representative member.
d. One (1) Downtown Blue Springs Main Street, Inc. ~~d/b/a Downtown Blue Springs~~ Board member.
e. One (1) Park Commissioner.

2. The City shall provide three (3) non-voting staff representatives: one (1) each from the Community Development, Public Works, and Parks and Recreation Departments.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 3. 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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 23, 2025 **CONTRACT NO. 2024-134**

SUBMITTED BY: Justin Stuart **DEPARTMENT: Parks and Recreation**

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

ISSUE/REQUEST

Passage of a Bill approving an amendment to Contract 2024-134 with Mid-America Regional Council (MARC) to increase the reimbursement amount by $30,982, not to exceed a total reimbursement rate of $256,585 for meals and transportation.

BACKGROUND/JUSTIFICATION

Due to the continued increase in Vesper's daily congregate meal service, the original budgeted amount has been used. Additional funds are needed in order to continue these services.

Historically, MARC has contracted with the City of Blue Springs to allow hot meals to be served to congregate recipients at Vesper Hall in addition to homebound residents in Blue Springs and Lake Tapawingo. Additionally, this contract included transportation to and from Vesper Hall Monday – Friday. All food is purchased by the City of Blue Springs. MARC will reimburse the City at a rate of $6.56 per home-delivered meal prepared, not to exceed $45,868, decreased from $49,200, and $6.45 per congregate meal served, not to exceed $119,777, increased from $85,463. The amended reimbursement increases the total agreement amount by $30,982.

The City will also receive reimbursements from MARC per rider on the Oats bus at $6.50/one-way trip per person not to exceed $17,940 and $4.00 per meal delivered not to exceed $30,000. Vesper Hall regularly offers evidenced based programming as part of its yearly programming. MARC will reimburse Vesper $10,000 for these programs based upon the number of participants who complete the program. MARC will also reimburse the City $33,000 for the administration of Vesper Hall. The total amended contract is not to exceed $256,585.

FINANCIAL IMPACT

Contractor:	Mid-American Regional Council
Amount of Request/ Contract:	$30,982
Amount Budgeted:	$165,645
Budget Year:	FY 2024-25
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 6/10/2025
Revenue to be Received:	$30,982
Revenue Account No.	100-00000-420120 MARC–MEALS

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2024	June 30, 2025
Years and Months Contract in effect	**Number of times renewable**
12 months	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. Ordinance with amended agreement attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☐	N/A
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☐	600 Broadway Blvd #200 Kansas City, MO 64015 tboston@marc.org
Project Exemption Certificate needed:	☐	
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5325

ORDINANCE NO. ____

AN ORDINANCE APPROVING AN AMENDMENT TO CONTRACT 2024-134 BETWEEN THE CITY OF BLUE SPRINGS AND MID-AMERICA REGIONAL COUNCIL FOR CONGREGATE AND HOMEBOUND MEAL PREPARATION, SITE TRANSPORTATION VIA OATS AND THE ADMINISTRATION OF VESPER HALL.

WHEREAS, on September 3, 2025, the City of Blue Springs approved Contract 2024-134 with Mid-America Regional Council (MARC) (MARC Agreement #01770-CoBS25) to allow for hot meals to be served to congregate recipients at Vesper Hall in addition to homebound residents in Blue Springs from July 2024 to June 2025; and

WHEREAS, due to the continued increase in Vesper's daily congregate meal and home-delivered meal service, the original budgeted amount has been expended, and

WHEREAS, additional funds from MARC are required to continue meal services, and

WHEREAS, food is purchased by the City of Blue Springs and MARC will reimburse the City at a rate of $6.45 per congregate meal prepared and $6.56 per homebound meal prepared

WHEREAS, this contract will also include transportation services to and from Vesper Hall, Monday – Friday as well as reimbursement for riders at a rate of $6.50 per one-way rider and $4.00 per meal delivered, but the amendment does not increase these services, and

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

Section 1. The City Administrator is hereby authorized to enter into an Amendment to Agreement (MARC #01770-CoBS25) between the City of Blue Springs and MARC for congregate and homebound meal preparation, site transportation via OATS and the administration of Vesper Hall in the amount of $256,585. A copy of the Amendment is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all necessary tasks to implement said Amendment, including submitting a FY 2024-25 budget amendment to Council for approval.

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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

AMENDMENT COMMUNITY CENTER SERVICES AGREEMENT
Contract #01770-CoBS-25

This First Amendment to the Agreement (the "Amendment"), is by and between the City of Blue Springs (hereinafter referred to as Contractor), with offices located at 903 West Main, Blue Springs, Missouri, and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, is effective this 15th day of May, 2025.

WITNESSETH:

WHEREAS, MARC and Contractor are parties to that certain Agreement dated as of July 1, 2024 (the "Agreement"); and

WHEREAS, MARC and Contractor wish to amend certain terms and provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall herein have the meaning ascribed to such terms in the Agreement.

2. Amendment. Paragraph 3 of the Agreement, regarding **A. Maximum Obligation**, is hereby deleted in its entirety and replaced with the following:

A. Maximum Obligation – Contractor, as the federal subrecipient, and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:

- **Administration of Center** - **Not to exceed $33,000**
  Funded with Title IIIC1 and IIIC2; CFDA #93.045

- **Transportation Service for Participants to and from the Center** - $6.50/one-way trip **Not to exceed $17,940**
  Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667

- **Preparation of Congregate Meals** - $6.45/meal **Not to exceed $119,777**
  Funded, in part, with Title III C1, CFDA #93.045; Nutrition Services Incentive Program; CFDA #93.053 & Social Services Block Grant, CFDA #93.667

- **Preparation of Hot Home Delivered Meals** - $6.56/hot meal **Not to exceed $45,868**
  Funded, in part, with Title IIIC2; CFDA #93.045; Nutrition Services Incentive Program; CFDA #93.053 & Social Services Block Grant, CFDA #93.667

- **Delivery of Hot Home Delivered Meals** - $4.00/meal **Not to exceed $30,000**
  Funded, in part, with Title IIIC2; CFDA #93.045 & Social Services Block Grant, CFDA #93.667

- **Evidence-based Disease Prevention/Health Promotion (DPHP) programs** –
  Not to exceed $10,000**

  Funded with Title IIID, CFDA #93.043, &/or Title IIIE, & 93.052

  **These services include the delivery of group-based disease prevention and health promotion courses. The courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:
  Evidence-based DPHP program facilitation at $25-$200/completer
  Evidence-based DPHP program training at $200-$600/Leader Training

Total Contractual Commitment: **Not to exceed $256,585**

Contractor, as federal subrecipient, is responsible for a minimum of 25% of the total cost of these programs, except for meal preparation and evidence-based programs, in the form of in-kind contributions. Subrecipient proposed no indirect costs. Therefore, indirect costs shall be considered unallowable costs.

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

3. **Governing Law**. This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.

4. **Controlling Agreement**. To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, this Amendment and the Agreement shall be deemed to conform to the terms and conditions of this Amendment.

5. **Binding Effect**. All the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

Mid-America Regional Council

By:_____
David A. Warm
Executive Director

Date:_5/23/2025_____

CITY OF BLUE SPRINGS, MO

By:_____

Printed Name: Christine Cates

Title: City Administrator

Date:_____

APPROVED AS TO FORM:

_____
Jennifer Baird, City Attorney

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 13, 2025 **CONTRACT NO.**

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Passage of two Bills authorizing contracts for on-call legal services between the City of Blue Springs, Missouri and Gilmore & Bell, A Professional Corporation (PC) for (1) economic development services and (2) bond counsel services.

BACKGROUND/JUSTIFICATION

On March 2, 2020 by Ordinance No. 4893, the City entered into an agreement by engagement letter with the law firm of Gilmore & Bell, PC for on-call bond counsel. On March 2, 2020 by Ordinance No. 4892, the City also entered into an agreement by engagement letter with the law firm of Gilmore & Bell, A Professional Corporation for on-call economic development legal services. Both agreements between the City and Gilmore & Bell, PC need to be updated to reflect current terms and hourly rates. The new contracts, set out in an Engagement Letter for Economic Development Services and an Engagement Letter for Bond Counsel Services, supersede and replace the previous agreements.

Gilmore & Bell, PC will provide legal services related to requests for municipal bond issues and economic incentives, draft documents for real estate transactions to implement projects, participate in conference calls, attend meetings, and other services as requested by the City. The Fee schedules are set out in the engagement letters.

FINANCIAL IMPACT

Contractor:	Gilmore & Bell, A Professional Corporation (PC)
Amount of Request/ Contract:	$0 – Varies depending on project and funding agreement and bond issue
Amount Budgeted:	$0
Budget Year:	FY
Account Balance:	$ Date: 6/2/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 17, 2025	Ongoing

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 contract for economic development legal services attached as Exhibit A
2. Bill with contract for bond counsel legal services attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Christine Cates***	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:	☐	Gilmore & Bell, PC 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108 Attn: sgranath@gilmorebell.com
Project Exemption Certificate needed:	☐	
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5326

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT FOR LEGAL SERVICES BETWEEN THE CITY OF BLUE SPRINGS AND GILMORE & BELL, PC

WHEREAS, on March 2, 2020, by Ordinance No. 4892, the City entered into a contract with the law firm Gilmore & Bell, A Professional Corporation (PC) for on-call economic development legal services; and,

WHEREAS, Gilmore & Bell, PC and the City wish to enter into a new contract to reflect updated terms and fees for ongoing economic development legal services; and,

WHEREAS, the new contract supersedes the 2020 agreement; and,

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

Section 1. The City Administrator is hereby authorized to enter into a contract entitled between the City of Blue Springs and Gilmore & Bell, PC to provide special counsel for the City. A copy of the Contract is attached hereto as Exhibit "A" and is incorporated herein.

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

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. 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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

EFFECTIVE DATE: June 16, 2025	TERMINATION DATE: Until terminated by City Council	CONTRACT NUMBER:

CITY	CONSULTANT
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Gilmore & Bell, PC** **2405 Grand Boulevard, Suite 1100** **Kansas City, Missouri 64108**
Department: Administration	Attention: Sarah Granath
Phone: 816-228-0111	Phone: 816-221-1000

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this _____day of _____ 2025, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Blue Springs desires to engage the Consultant to perform certain professional and technical professional services and which may include materials and equipment associated with the services, as hereafter described in ***Exhibit 1***; and

WHEREAS, the Consultant shall provide said services under the terms, rates, and conditions specified in ***Exhibit* 1** as needed and upon request by the City; and

WHEREAS, the Consultant 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 Consultant as follows:

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services at the rates hereinafter set forth as described in ***Exhibit 1,*** and as needed upon request by the City.

2. **Standard of Care**.

a. Consultant shall exercise the same degree of care, skill, and diligence in performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

b. Consultant represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

3. **Addition to Services**. The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit 1***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7 hereof. The Consultant

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 office of the City Administrator or 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 Consultant. To the extent any conflict exists between the terms of this Contract and any Consultant terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

4. **Exchange of Data and Ownership of Work Product**. All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

6. **Term**. The services of the Consultant 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 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***.

7. **Costs not to Exceed**. The City of Blue Springs is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended. The Consultant providing services hereunder shall be required to keep track of amounts billable under this Contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.

8. Media Announcements. Consultant shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

9. **Payment**.

a. **Conditioned upon acceptable performance**. Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Consultant 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 Consultant 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 Consultant **annually** under the

terms of this Contract exceed the sum shown on Exhibit 1 unless agreed to by the City and Consultant in writing.

10. **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 Consultant 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 documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Consultant to terminate and cancel this contract, without cause, for the convenience of the City, and Consultant shall immediately stop work. In the event of termination, all finished or unfinished documents as required of the Consultant under this Contract shall at the option of the City become its property. In such event City shall not be liable to Consultant 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 Consultant 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 Consultant.

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

11. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq*. RSMo. shall not be violated. Consultant 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 Consultant further covenants that in the performance of this Contract no person having such interest shall be employed.

12. **Assignment**. The Consultant 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 Consultant 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.

13. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

14. **Discrimination**. The Consultant 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 Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

15. **Occupational License**. The Consultant agrees that all persons performing legal work under this Contract shall be attorneys licensed in the State of Missouri.

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

17. **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.

18. **Nonresident/Foreign Contractors**. The Consultant shall procure and maintain during the life of this contract:

a. If the Consultant 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.

19. **Work Authorization Program.** If this Contract awarded to a business entity is in excess of five thousand dollars ($5,000), the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Consultant 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 Consultant 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

20. **General Independent Contractor Clause**. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant 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, 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

21. **City Benefits**. The Consultant 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.

22. **Insurance**. Consultant 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 of this Contract, 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 Consultant, 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 Consultant within two (2) business days of Consultant's receipt of said notice. Consultant 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, Consultant shall assure that the subcontractor has the insurance set forth below and that the City and Consultant are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability: Minimum limit of $3,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $2,000,000 combined single limit.

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Consultant agrees to maintain professional liability insurance in the amount of $2,000,000 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.

23. **Liability and Indemnity**.

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. 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 Consultant 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 Consultant or the Consultant's agents, employees, sub-contractors or by others for whom Consultant 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

c. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Consultant, 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. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this contract.

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

24. **Anti-Discrimination Against Israel Act.** If this Contract is over $100,000.00, pursuant to Section 34.600, RSMo, Consultant agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Consultant'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.

25. **Tax Exempt.** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Contract shall be deemed to have been accomplished within the State of Missouri.

26. **Safety**. In the performance of the 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. **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 contract, 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 contract. For breach or violation of this warranty, the City shall have the right to annul this Contract 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.

28. **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 by facsimile or e-mail 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):

To City:	To Consultant:
City of Blue Springs	Gilmore & Bell, PC
Attn: Christine Cates	Attn: Sarah Granath
903 W. Main Street	2405 Grand Boulevard, Suite 1100
Blue Springs, MO 64015	Kansas City, Missouri 64108
816-228-0111	816-221-1000

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

29. **No Third-Party Rights**. The provisions of this Contract 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 contract.

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

31. **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.

32. **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.

33. **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.

GILMORE & BELL, PC

By: David S. Martin
Name: David S. Martin
Title: Director

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108	
Scope of Work (Job Description)	Gilmore & Bell will provide legal services related to requests for municipal bond issues and economic incentives, draft documents to implement such projects, participate in conference calls, attend meetings, and other services as requested by the City. The Fee schedules are set out in the engagement letters. All work shall be performed in accordance with Consultant's 2025 Fee Arrangement dated April 22, 2025 attached hereto and incorporated herein as Attachments A and B.	
Start Date	June 16, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	Until terminated by City Council	
Reimbursable Expenses	☐ None ☒ Postage and publication costs.	
Maximum Payment	$Per Case Basis	Maximum payment for services rendered
	$Per Case Basis	Maximum amount of expenses to be reimbursed
	$Per Case Basis	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: ☐ % retainage held until completion of project.	

ATTACHMENT A

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521
816-221-1000 | 816-221-1018 FAX
GILMOREBELL.COM

April 22, 2025

Ms. Christine Cates
City Administrator
City of Blue Springs, Missouri
903 W. Main
Blue Springs, MO 64015

Re: Engagement Letter for Bond Counsel Legal Services

Dear Christine:

Thank you for the opportunity to continue to serve as bond counsel for the City of Blue Springs, Missouri (the "City"). We are pleased to submit this engagement letter establishing our role as the City's bond counsel for City projects. The purpose of this letter is to set forth our responsibilities and fees with respect to our engagement by the City. This letter and engagement supersedes and replaces the prior agreement with the City approved on March 2, 2020 by ordinance number 4893.

SCOPE OF ENGAGEMENT

Bond Counsel. As bond counsel we agree to perform the following services (the "*Services*"):

(1) Assist in planning the financing and structure of any financing.

(2) Examine applicable law as it relates to the authorization and issuance of the financing and our opinion and advise the City regarding the legal authority for an issuance of the financing and other legal matters related to the financing.

(3) Prepare or review election proceedings, authorizing proceedings and legal documents necessary or appropriate to the authorization, issuance and delivery of the financing and coordinate the authorization and execution of such documents.

(4) Draft or review the continuing disclosure undertaking of the City.

(5) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the

authorization, issuance and delivery of the financing, except that we will not be responsible for any required Blue Sky filing.

(6) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the financing.

(7) Attend meetings and conferences related to the financing and otherwise consult with the parties to the transaction.

(8) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the financing.

(9) Undertake such additional duties and provide such miscellaneous consultation and advice on legal matters relating to the Services as may be requested by the City or as may be identified by us as a necessary part of performing the Services.

For any financing requiring an approving legal opinion, our opinion will be executed and delivered by us in written form on the date of completion of the financing and will be based on facts and law existing as of such date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to that financing.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will continue to be our client and an attorney-client relationship will exist between us. We assume that all other parties, including any landowner or developer associated with any particular project, will retain such counsel as they deem necessary and appropriate to represent their interests in any project. We further assume that all other parties understand that in each transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this letter; and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective bond opinion.

CONFLICTS

Our firm represents many cities, counties and other political subdivisions. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter either because such matters will be sufficiently different from the matters described herein so as to make such representations not adverse to our representation of the City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the services described herein. In the event an actual conflict does arise, we will consult with the City and take appropriate action that is consistent with the applicable Rules of Professional Conduct to resolve the issue.

FEES

Our fees associated with the Services pursuant to this engagement will be billed in accordance with the schedule attached as **Exhibit A**. These charges are reviewed annually by our firm and adjusted in January of each year. We will notify the City of these adjustments.

PROVISION OF LEGAL SERVICES

This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the City is not relying upon us in this engagement for advice in areas other than the Services, even if such matters should be discussed in connection with the engagement.

We may be asked to use the internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of internet communications during your representation by us unless we are instructed otherwise.

RECORDS

After our Services conclude with respect to any financing, we will, upon your request, deliver the files for that engagement to you. If you do not request the file, we will retain it for a period of five years after the matter is closed. If you do not request delivery of the file before the end of the five-year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the five-year period, you may request delivery of the file.

BILLING FOR LEGAL SERVICES

Unless other arrangements have been made, it is our policy to render statements for legal services upon issuance of the notes or bonds. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

CLIENT DISBURSEMENTS AND OTHER CHARGES

Most matters require, from time to time, certain monetary advances to be made on your behalf by the firm. Some "client disbursements" represent out-of-pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. If we anticipate that any such expenditure will exceed $1,000, we will consult with you prior to incurring such expense. Unless we have made prior arrangements with you, we bill for such disbursements at the same time as our bond counsel fees are billed. Substantial individual items in excess of $250, such as transcripts, printing costs, etc., may be billed directly to you by the vendor of such services.

Certain specific items provided by the firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the monthly invoice, and other items will not be charged to you in accordance with the following:

Computer Research. The firm enters long-term contracts for electronic legal research services which are not tracked by client and matter, and we will not charge you for third-party service provider costs relating to any computerized legal research that may be conducted as part of the Services.

Telecommunications. We do not charge for local phone calls or electronic mail transmissions. The firm enters into long-term contracts for long-distance telephone services which are not tracked by client and matter, and we will not charge for any long-distance phone calls that may be needed as part of the Services.

Mail/Messengers. Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not charge for regular mail; however, bulk mailings, packages and special postal services including certified notices are charged at our actual cost.

Travel. Unless we make other arrangements with you in the course of providing the Services, we will not incur any air travel expenses in connection with the Services. Mileage for travel that occurs in connection with our Services and that is outside of the Kansas City metropolitan area will be charged at the currently applicable IRS rate, although we will not charge for travel to and from the City and our offices or residences in the Kansas City metropolitan area.

TERMINATION OF SERVICES

In the event that you choose to terminate our Services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of Services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

QUESTIONS

One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please contact me with any questions about services, billing, or payment status of your account.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized official, retaining the original for your files. We look forward to continued representation of the City.

Very truly yours,

By: _____
David Martin

By: _____
Sarah Granath

Accepted and Approved:

City of Blue Springs, Missouri

By: _____
Title: _____
Date: _____

EXHIBIT A

GILMORE & BELL, P.C.

FEE SCHEDULE

GENERAL OBLIGATION BONDS

and

SPECIAL OBLIGATION BONDS

1. Bond Counsel Fee.

Principal Amount	**Fee**
Under $100,000	$3,300
$100,000 to $1,000,000	$3,300 + $10.09 per $1,000 over $100,000
$1,000,000 to $5,000,000	$12,381 + $4.41 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$30,021 + $1.66 per $1,000 over $5,000,000
Over $10,000,000	$38,321 + $1.22 per $1,000 over $10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters. For example, this assumes Special Obligation Bonds issued under the above schedule are for public improvements with no private use issues.

2. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of $10,000 to $15,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

MUNICIPAL REVENUE BONDS

1. Bond Counsel Fee.

Principal Amount	**Fee**
Under $100,000	$4,400
$100,000 to $1,000,000	$4,400 + $10.33 per $1,000 over $100,000
$1,000,000 to $5,000,000	$13,697 + $6.07 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$37,977 + $2.21 per $1,000 over $5,000,000
Over $10,000,000	$49,027 + $2.06 per $1,000 over $10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of $10,000 to $15,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

MUNICIPAL EQUIPMENT LEASES
(Without COPs)

1. Special Counsel Fee.

Principal Amount	**Fee**
Under $100,000	$3,300
$100,000 to $500,000	$3,300 + $7.72 per $1,000 over $100,000
$500,000 to $2,500,000	$6,388 + $3.86 per $1,000 over $500,000
$2,500,000 to $5,000,000	$14,108 + $1.38 per $1,000 over $2,500,000
$5,000,000 to $10,000,000	$17,558 + $1.10 per $1,000 over $5,000,000
Over $10,000,000	$23,058 + $0.83 per $1,000 over $10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare portions of any placement memorandum, an additional fee in the range of $2,500 to $7,500 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

MUNICIPAL FACILITIES LEASES
(Without COPs)

1. Special Counsel Fee.

Principal Amount	**Fee**
Under $500,000	$11,000
$500,000 to $1,000,000	$11,000 + $7.72 per $1,000 over $500,000
$1,000,000 to $5,000,000	$14,860 + $3.86 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$30,300 + $1.66 per $1,000 over $5,000,000
$10,000,000 to $20,000,000	$38,600 + $1.10 per $1,000 over $10,000,000
Over $20,000,000	$49,600 + $0.56 per $1,000 over $20,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare portions of the private placement memorandum, an additional fee in the range of $2,500 to $10,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

63-20s and COPs

1. Bond Counsel Fee.

Principal Amount	**Fee**
Under $1,000,000	$22,050
$1,000,000 to $5,000,000	$22,050 + $6.17 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$46,730 + $2.81 per $1,000 over $5,000,000
$10,000,000 to $20,000,000	$60,780 + $2.21 per $1,000 over $10,000,000
Over $20,000,000	$82,880 + $1.10 per $1,000 over $20,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of $10,000 to $15,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

TIF, TDD and CID

1. Bond Counsel Fee.

Principal Amount	**Fee**
Under $1,000,000	$45,750
$1,000,000 to $5,000,000	$45,750 + $5.04 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$65,910 + $3.36 per $1,000 over $5,000,000
$10,000,000 to $50,000,000	$82,710 + $1.68 per $1,000 over $10,000,000
Over $50,000,000	$149,910 + $1.27 per $1,000 over $50,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of 1/3 of the bond counsel fee.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

NEIGHBORHOOD IMPROVEMENT DISTRICT
GENERAL OBLIGATION BONDS

1. Bond Counsel Fee

Principal Amount	**Fee**
Under $100,000	$8,300
$100,000 to $250,000	$8,300 + $21.89 per $1,000 over $100,000
$250,000 to $500,000	$11,584 + $16.81 per $1,000 over $250,000
$500,000 to $1,000,000	$15,787 + $10.11 per $1,000 over $500,000
$1,000,000 to $5,000,000	$20,842 + $5.51 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$42,882 + $2.21 per $1,000 over $5,000,000
$10,000,000 to $20,000,000	$53,932 + $1.32 per $1,000 over $10,000,000
Over $20,000,000	$67,132 + $0.93 per $1,000 over $20,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Principal Amount. The "principal amount" upon which the fee is based will in most instances be the finally assessed project cost (before reductions resulting from assessments paid in cash).

3. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of $10,000 to $15,000 will be charged.

4. Temporary Notes. The fee will be two-thirds (2/3) of the fee for a bond issue of the same size.

5. Out-of-pocket Expenses. In addition to fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

TAX ABATEMENT IRBS

(Company or Company's Bank as Bondholder)

1. Bond Counsel Fee.

Principal Amount	Rate Property Tax Abatement	Rate Sales Tax Exemption Only
Up to $10,000,000	0.368%	0.294%
Next $10,000,000	0.158%	0.126%
Next $30,000,000	0.053%	0.037%
Over $50,000,000	0.042%	0.029%

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Out-of-Pocket Expenses. Fees are inclusive of out-of-pocket costs, except recording fees.

3. Cost Benefit Analysis. We can perform the Missouri statutory cost-benefit analysis for an additional $7,000 (including mailing to taxing jurisdictions).

ATTACHMENT B

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521
816-221-1000 | 816-221-1018 FAX
GILMOREBELL.COM

April 22, 2025

Ms. Christine Cates
City Administrator
City of Blue Springs
903 W. Main Street
Blue Springs, Missouri 64015

Re: Engagement Letter for Economic Development Legal Counsel Services

Dear Christine:

Thank you for the opportunity to continue to serve as economic development counsel for the City of Blue Springs, Missouri (the "City"). We are pleased to submit this engagement letter establishing our role as the City's economic development counsel for City projects. The purpose of this letter is to set forth our responsibilities and fees with respect to our engagement by the City. This letter and engagement supersedes and replaces the prior agreement with the City approved on March 2, 2020 by ordinance number 4892.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the services set forth in Attachment A (the "Services") related to the City's consideration of development projects that involve economic incentive requests and related legal issues. Sarah Granath will serve as the primary point of contact with the City for projects in which economic incentives are being considered. We anticipate that other attorneys in our firm will work on City economic development projects as needed to provide the Services.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will continue to be our client and an attorney-client relationship will exist between us. We assume that all other parties, including any landowner or developer associated with any particular project, will retain such counsel as they deem necessary and appropriate to represent their interests in any project. We further assume that all other parties understand that in each transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this letter; and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

CONFLICTS

Our firm represents many cities, counties and other political subdivisions. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter either because such matters will be sufficiently different from the matters described herein so as to make such representations not adverse to our representation of the City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the services described herein. In the event an actual conflict does arise, we will consult with the City and take appropriate action that is consistent with the applicable Rules of Professional Conduct to resolve the issue.

FEES

For any project for which the City authorizes us to perform work, our Services in connection with approval and implementation of all non-bond related work will be performed on an hourly basis. Our fees associated with the Services pursuant to this engagement will be $465 per hour for shareholder attorneys, and $235 per hour for associate attorneys, and $145 per hour for legal assistants. Our hourly rates are reviewed annually and adjusted in January of each year. We will notify the City of these adjustments through the billing statements sent pursuant to this engagement letter. If bonds are issued as a result of our Services, we will separately quote a bond counsel fee for each such transaction.

We understand that the City may execute a funding agreement with an applicant for a project, under which the City may be reimbursed by the applicant for costs and expenses that the City incurs to consider and approve the necessary ordinances and economic development tools that the City may approve for the project, including our fees incurred by the City pursuant to this engagement letter. We will coordinate with the City as directed by City staff to facilitate payment when a funding agreement is used for a project.

PROVISION OF LEGAL SERVICES

This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the City is not relying upon us in this engagement for advice in areas other than the Services, even if such matters should be discussed in connection with the engagement.

We may be asked to use the internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of internet communications during your representation by us unless we are instructed otherwise.

RECORDS

After our Services conclude, we will, upon your request, deliver the files for that engagement to you. If you do not request the file, we will retain it for a period of five years after the matter is closed. If you do not request delivery of the file before the end of the five-year period, we will have no further

obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the five-year period, you may request delivery of the file.

PERIODIC BILLING FOR LEGAL SERVICES

Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis, although statements may be made on a less frequent basis, depending on the level of activities on particular matters. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

CLIENT DISBURSEMENTS AND OTHER CHARGES

Most matters require, from time to time, certain monetary advances to be made on your behalf by the firm. Some "client disbursements" represent out-of-pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. If we anticipate that any such expenditure will exceed $1,000, we will consult with you prior to incurring such expense. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of $250, such as transcripts, printing costs, etc., may be billed directly to you by the vendor of such services.

Certain specific items provided by the firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the monthly invoice, and other items will not be charged to you in accordance with the following:

Computer Research. The firm enters long-term contracts for electronic legal research services which are not tracked by client and matter, and we will not charge you for third-party service provider costs relating to any computerized legal research that may be conducted as part of the Services.

Telecommunications. We do not charge for local phone calls or electronic mail transmissions. The firm enters into long-term contracts for long-distance telephone services which are not tracked by client and matter, and we will not charge for any long-distance phone calls that may be needed as part of the Services.

Mail/Messengers. Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not charge for regular mail; however, bulk mailings, packages and special postal services including certified notices are charged at our actual cost.

Travel. Unless we make other arrangements with you in the course of providing the Services, we will not incur any air travel expenses in connection with the Services. Mileage for travel that occurs in connection with our Services and that is outside of the Kansas City metropolitan area will be charged at the currently applicable IRS rate, although we will not charge for travel to and from the City and our offices or residences in the Kansas City metropolitan area.

TERMINATION OF SERVICES

In the event that you choose to terminate our Services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of Services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

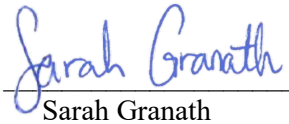
QUESTIONS

One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please contact me with any questions about services, billing, or payment status of your account.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized official, retaining the original for your files. We look forward to continued representation of the City.

Very truly yours,

By: 
David Martin

By: 
Sarah Granath

Accepted and Approved:

City of Blue Springs, Missouri

By: _____
Title: _____
Date: _____

Attachment A

Scope of Services

1. Review requests for economic incentives associated with proposed development projects, including projects that may request tax abatement (such as through Chapter 100 or Chapter 353), tax increment financing, community improvement districts, transportation development districts, neighborhood improvement districts, sales tax reimbursement agreements, and other economic incentives authorized pursuant to Missouri law.

2. Prepare City-initiated economic incentives as directed by the City. Work with the City to form and implement any boards, commissions, committees and authorities to carry out economic incentives. Prepare or update any economic development policies and procedures, and any general or special ordinances to implement such policies and procedures, as directed by the City.

3. Provide legal advice and consultation to the City and work with City to address any legal issues associated with the services described above.

4. Assist the City in preparing and issuing proper notice to consider incentive requests or development projects, conducting the public hearing to consider such projects, and take any other actions that are required to properly establish the approved incentives.

5. Draft ordinances, contracts and related documents to consider approval of projects and establish the approved incentives in accordance with Missouri law, including contracts between the City and other public or private parties to implement such projects.

6. Draft documents and work with the City to complete transactions to implement projects that are approved by the City.

7. Participate in conference calls and attend meetings related to the services listed above, as requested by the City. Attend meetings held by other political subdivisions of the state as requested by the City.

8. Other legal services requested to be performed by the City in connection with the above-described services on any project as required by the City.

Introduced by Councilmember _____ BILL NO. 5327

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT FOR LEGAL SERVICES BETWEEN THE CITY OF BLUE SPRINGS AND GILMORE & BELL, PC

WHEREAS, on March 2, 2020, by Ordinance No. 4893, the City entered into a contract with the law firm Gilmore & Bell, A Professional Corporation (PC) for on-call bond counsel; and,

WHEREAS, Gilmore & Bell and the City wish to enter into a new contract to reflect updated terms and fees for ongoing economic development legal services; and,

WHEREAS, the new contract supersedes the 2020 agreement; and,

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

Section 1. The City Administrator is hereby authorized to enter into a contract entitled between the City of Blue Springs and Gilmore & Bell, PC to provide special counsel for the City. A copy of the Contract is attached hereto as Exhibit "A" and is incorporated herein.

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

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. 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 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

EFFECTIVE DATE: June 16, 2025	TERMINATION DATE: Until terminated by City Council	CONTRACT NUMBER:

CITY	CONSULTANT
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Gilmore & Bell, PC** **2405 Grand Boulevard, Suite 1100** **Kansas City, Missouri 64108**
Department: Administration	Attention: Sarah Granath
Phone: 816-228-0111	Phone: 816-221-1000

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this _____day of _____ 2025, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Blue Springs desires to engage the Consultant to perform certain professional and technical professional services and which may include materials and equipment associated with the services, as hereafter described in ***Exhibit 1***; and

WHEREAS, the Consultant shall provide said services under the terms, rates, and conditions specified in ***Exhibit* 1** as needed and upon request by the City; and

WHEREAS, the Consultant 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 Consultant as follows:

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services at the rates hereinafter set forth as described in ***Exhibit 1,*** and as needed upon request by the City.

2. **Standard of Care**.

a. Consultant shall exercise the same degree of care, skill, and diligence in performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

b. Consultant represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

3. **Addition to Services**. The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit 1***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7 hereof. The Consultant

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 office of the City Administrator or 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 Consultant. To the extent any conflict exists between the terms of this Contract and any Consultant terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

4. **Exchange of Data and Ownership of Work Product**. All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

6. **Term**. The services of the Consultant 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 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***.

7. **Costs not to Exceed**. The City of Blue Springs is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended. The Consultant providing services hereunder shall be required to keep track of amounts billable under this Contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.

8. Media Announcements. Consultant shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

9. **Payment**.

a. **Conditioned upon acceptable performance**. Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Consultant 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 Consultant 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 Consultant **annually** under the

terms of this Contract exceed the sum shown on Exhibit 1 unless agreed to by the City and Consultant in writing.

10. **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 Consultant 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 documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Consultant to terminate and cancel this contract, without cause, for the convenience of the City, and Consultant shall immediately stop work. In the event of termination, all finished or unfinished documents as required of the Consultant under this Contract shall at the option of the City become its property. In such event City shall not be liable to Consultant 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 Consultant 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 Consultant.

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

11. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq*. RSMo. shall not be violated. Consultant 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 Consultant further covenants that in the performance of this Contract no person having such interest shall be employed.

12. **Assignment**. The Consultant 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 Consultant 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.

13. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

14. **Discrimination**. The Consultant 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 Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

15. **Occupational License**. The Consultant agrees that all persons performing legal work under this Contract shall be attorneys licensed in the State of Missouri.

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

17. **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.

18. **Nonresident/Foreign Contractors**. The Consultant shall procure and maintain during the life of this contract:

a. If the Consultant 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.

19. **Work Authorization Program.** If this Contract awarded to a business entity is in excess of five thousand dollars ($5,000), the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Consultant 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 Consultant 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

20. **General Independent Contractor Clause**. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant 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, 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

21. **City Benefits**. The Consultant 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.

22. **Insurance**. Consultant 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 of this Contract, 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 Consultant, 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 Consultant within two (2) business days of Consultant's receipt of said notice. Consultant 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, Consultant shall assure that the subcontractor has the insurance set forth below and that the City and Consultant are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability: Minimum limit of $3,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $2,000,000 combined single limit.

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Consultant agrees to maintain professional liability insurance in the amount of $2,000,000 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.

23. **Liability and Indemnity**.

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. 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 Consultant 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 Consultant or the Consultant's agents, employees, sub-contractors or by others for whom Consultant 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

c. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Consultant, 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. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this contract.

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

24. **Anti-Discrimination Against Israel Act.** If this Contract is over $100,000.00, pursuant to Section 34.600, RSMo, Consultant agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Consultant'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.

25. **Tax Exempt.** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Contract shall be deemed to have been accomplished within the State of Missouri.

26. **Safety**. In the performance of the 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. **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 contract, 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 contract. For breach or violation of this warranty, the City shall have the right to annul this Contract 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.

28. **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 by facsimile or e-mail 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):

To City:	To Consultant:
City of Blue Springs	Gilmore & Bell, PC
Attn: Christine Cates	Attn: Sarah Granath
903 W. Main Street	2405 Grand Boulevard, Suite 1100
Blue Springs, MO 64015	Kansas City, Missouri 64108
816-228-0111	816-221-1000

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

29. **No Third-Party Rights**. The provisions of this Contract 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 contract.

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

31. **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.

32. **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.

33. **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.

GILMORE & BELL, PC

By: David S. Martin
Name: David S. Martin
Title: Director

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108	
Scope of Work (Job Description)	Gilmore & Bell will provide legal services related to requests for municipal bond issues and economic incentives, draft documents to implement such projects, participate in conference calls, attend meetings, and other services as requested by the City. The Fee schedules are set out in the engagement letters. All work shall be performed in accordance with Consultant's 2025 Fee Arrangement dated April 22, 2025 attached hereto and incorporated herein as Attachments A and B.	
Start Date	June 16, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	Until terminated by City Council	
Reimbursable Expenses	☐ None ☒ Postage and publication costs.	
Maximum Payment	$Per Case Basis	Maximum payment for services rendered
	$Per Case Basis	Maximum amount of expenses to be reimbursed
	$Per Case Basis	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: ☐ % retainage held until completion of project.	

ATTACHMENT A

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521
816-221-1000 | 816-221-1018 FAX
GILMOREBELL.COM

April 22, 2025

Ms. Christine Cates
City Administrator
City of Blue Springs, Missouri
903 W. Main
Blue Springs, MO 64015

Re: Engagement Letter for Bond Counsel Legal Services

Dear Christine:

Thank you for the opportunity to continue to serve as bond counsel for the City of Blue Springs, Missouri (the "City"). We are pleased to submit this engagement letter establishing our role as the City's bond counsel for City projects. The purpose of this letter is to set forth our responsibilities and fees with respect to our engagement by the City. This letter and engagement supersedes and replaces the prior agreement with the City approved on March 2, 2020 by ordinance number 4893.

SCOPE OF ENGAGEMENT

Bond Counsel. As bond counsel we agree to perform the following services (the "*Services*"):

(1) Assist in planning the financing and structure of any financing.

(2) Examine applicable law as it relates to the authorization and issuance of the financing and our opinion and advise the City regarding the legal authority for an issuance of the financing and other legal matters related to the financing.

(3) Prepare or review election proceedings, authorizing proceedings and legal documents necessary or appropriate to the authorization, issuance and delivery of the financing and coordinate the authorization and execution of such documents.

(4) Draft or review the continuing disclosure undertaking of the City.

(5) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the

authorization, issuance and delivery of the financing, except that we will not be responsible for any required Blue Sky filing.

(6) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the financing.

(7) Attend meetings and conferences related to the financing and otherwise consult with the parties to the transaction.

(8) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the financing.

(9) Undertake such additional duties and provide such miscellaneous consultation and advice on legal matters relating to the Services as may be requested by the City or as may be identified by us as a necessary part of performing the Services.

For any financing requiring an approving legal opinion, our opinion will be executed and delivered by us in written form on the date of completion of the financing and will be based on facts and law existing as of such date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to that financing.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will continue to be our client and an attorney-client relationship will exist between us. We assume that all other parties, including any landowner or developer associated with any particular project, will retain such counsel as they deem necessary and appropriate to represent their interests in any project. We further assume that all other parties understand that in each transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this letter; and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective bond opinion.

CONFLICTS

Our firm represents many cities, counties and other political subdivisions. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter either because such matters will be sufficiently different from the matters described herein so as to make such representations not adverse to our representation of the City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the services described herein. In the event an actual conflict does arise, we will consult with the City and take appropriate action that is consistent with the applicable Rules of Professional Conduct to resolve the issue.

FEES

Our fees associated with the Services pursuant to this engagement will be billed in accordance with the schedule attached as **Exhibit A**. These charges are reviewed annually by our firm and adjusted in January of each year. We will notify the City of these adjustments.

PROVISION OF LEGAL SERVICES

This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the City is not relying upon us in this engagement for advice in areas other than the Services, even if such matters should be discussed in connection with the engagement.

We may be asked to use the internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of internet communications during your representation by us unless we are instructed otherwise.

RECORDS

After our Services conclude with respect to any financing, we will, upon your request, deliver the files for that engagement to you. If you do not request the file, we will retain it for a period of five years after the matter is closed. If you do not request delivery of the file before the end of the five-year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the five-year period, you may request delivery of the file.

BILLING FOR LEGAL SERVICES

Unless other arrangements have been made, it is our policy to render statements for legal services upon issuance of the notes or bonds. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

CLIENT DISBURSEMENTS AND OTHER CHARGES

Most matters require, from time to time, certain monetary advances to be made on your behalf by the firm. Some "client disbursements" represent out-of-pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. If we anticipate that any such expenditure will exceed $1,000, we will consult with you prior to incurring such expense. Unless we have made prior arrangements with you, we bill for such disbursements at the same time as our bond counsel fees are billed. Substantial individual items in excess of $250, such as transcripts, printing costs, etc., may be billed directly to you by the vendor of such services.

Certain specific items provided by the firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the monthly invoice, and other items will not be charged to you in accordance with the following:

Computer Research. The firm enters long-term contracts for electronic legal research services which are not tracked by client and matter, and we will not charge you for third-party service provider costs relating to any computerized legal research that may be conducted as part of the Services.

Telecommunications. We do not charge for local phone calls or electronic mail transmissions. The firm enters into long-term contracts for long-distance telephone services which are not tracked by client and matter, and we will not charge for any long-distance phone calls that may be needed as part of the Services.

Mail/Messengers. Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not charge for regular mail; however, bulk mailings, packages and special postal services including certified notices are charged at our actual cost.

Travel. Unless we make other arrangements with you in the course of providing the Services, we will not incur any air travel expenses in connection with the Services. Mileage for travel that occurs in connection with our Services and that is outside of the Kansas City metropolitan area will be charged at the currently applicable IRS rate, although we will not charge for travel to and from the City and our offices or residences in the Kansas City metropolitan area.

TERMINATION OF SERVICES

In the event that you choose to terminate our Services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of Services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

QUESTIONS

One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please contact me with any questions about services, billing, or payment status of your account.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized official, retaining the original for your files. We look forward to continued representation of the City.

Very truly yours,

By: _____
David Martin

By: _____
Sarah Granath

Accepted and Approved:

City of Blue Springs, Missouri

By: _____
Title: _____
Date: _____

EXHIBIT A

GILMORE & BELL, P.C.

FEE SCHEDULE

GENERAL OBLIGATION BONDS

and

SPECIAL OBLIGATION BONDS

1. Bond Counsel Fee.

Principal Amount	**Fee**
Under $100,000	$3,300
$100,000 to $1,000,000	$3,300 + $10.09 per $1,000 over $100,000
$1,000,000 to $5,000,000	$12,381 + $4.41 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$30,021 + $1.66 per $1,000 over $5,000,000
Over $10,000,000	$38,321 + $1.22 per $1,000 over $10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters. For example, this assumes Special Obligation Bonds issued under the above schedule are for public improvements with no private use issues.

2. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of $10,000 to $15,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

MUNICIPAL REVENUE BONDS

1. Bond Counsel Fee.

Principal Amount	**Fee**
Under $100,000	$4,400
$100,000 to $1,000,000	$4,400 + $10.33 per $1,000 over $100,000
$1,000,000 to $5,000,000	$13,697 + $6.07 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$37,977 + $2.21 per $1,000 over $5,000,000
Over $10,000,000	$49,027 + $2.06 per $1,000 over $10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of $10,000 to $15,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

MUNICIPAL EQUIPMENT LEASES
(Without COPs)

1. Special Counsel Fee.

Principal Amount	**Fee**
Under $100,000	$3,300
$100,000 to $500,000	$3,300 + $7.72 per $1,000 over $100,000
$500,000 to $2,500,000	$6,388 + $3.86 per $1,000 over $500,000
$2,500,000 to $5,000,000	$14,108 + $1.38 per $1,000 over $2,500,000
$5,000,000 to $10,000,000	$17,558 + $1.10 per $1,000 over $5,000,000
Over $10,000,000	$23,058 + $0.83 per $1,000 over $10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare portions of any placement memorandum, an additional fee in the range of $2,500 to $7,500 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

MUNICIPAL FACILITIES LEASES
(Without COPs)

1. Special Counsel Fee.

Principal Amount	**Fee**
Under $500,000	$11,000
$500,000 to $1,000,000	$11,000 + $7.72 per $1,000 over $500,000
$1,000,000 to $5,000,000	$14,860 + $3.86 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$30,300 + $1.66 per $1,000 over $5,000,000
$10,000,000 to $20,000,000	$38,600 + $1.10 per $1,000 over $10,000,000
Over $20,000,000	$49,600 + $0.56 per $1,000 over $20,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare portions of the private placement memorandum, an additional fee in the range of $2,500 to $10,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

63-20s and COPs

1. Bond Counsel Fee.

Principal Amount	**Fee**
Under $1,000,000	$22,050
$1,000,000 to $5,000,000	$22,050 + $6.17 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$46,730 + $2.81 per $1,000 over $5,000,000
$10,000,000 to $20,000,000	$60,780 + $2.21 per $1,000 over $10,000,000
Over $20,000,000	$82,880 + $1.10 per $1,000 over $20,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of $10,000 to $15,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

TIF, TDD and CID

1. Bond Counsel Fee.

Principal Amount	**Fee**
Under $1,000,000	$45,750
$1,000,000 to $5,000,000	$45,750 + $5.04 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$65,910 + $3.36 per $1,000 over $5,000,000
$10,000,000 to $50,000,000	$82,710 + $1.68 per $1,000 over $10,000,000
Over $50,000,000	$149,910 + $1.27 per $1,000 over $50,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of 1/3 of the bond counsel fee.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

NEIGHBORHOOD IMPROVEMENT DISTRICT
GENERAL OBLIGATION BONDS

1. Bond Counsel Fee

Principal Amount	**Fee**
Under $100,000	$8,300
$100,000 to $250,000	$8,300 + $21.89 per $1,000 over $100,000
$250,000 to $500,000	$11,584 + $16.81 per $1,000 over $250,000
$500,000 to $1,000,000	$15,787 + $10.11 per $1,000 over $500,000
$1,000,000 to $5,000,000	$20,842 + $5.51 per $1,000 over $1,000,000
$5,000,000 to $10,000,000	$42,882 + $2.21 per $1,000 over $5,000,000
$10,000,000 to $20,000,000	$53,932 + $1.32 per $1,000 over $10,000,000
Over $20,000,000	$67,132 + $0.93 per $1,000 over $20,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Principal Amount. The "principal amount" upon which the fee is based will in most instances be the finally assessed project cost (before reductions resulting from assessments paid in cash).

3. Disclosure Document Preparation. If we are called upon to prepare the Official Statement, an additional fee in the range of $10,000 to $15,000 will be charged.

4. Temporary Notes. The fee will be two-thirds (2/3) of the fee for a bond issue of the same size.

5. Out-of-pocket Expenses. In addition to fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, staff overtime and similar items.

* * *

GILMORE & BELL, P.C.

FEE SCHEDULE

TAX ABATEMENT IRBS

(Company or Company's Bank as Bondholder)

1. Bond Counsel Fee.

Principal Amount	Rate Property Tax Abatement	Rate Sales Tax Exemption Only
Up to $10,000,000	0.368%	0.294%
Next $10,000,000	0.158%	0.126%
Next $30,000,000	0.053%	0.037%
Over $50,000,000	0.042%	0.029%

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Out-of-Pocket Expenses. Fees are inclusive of out-of-pocket costs, except recording fees.

3. Cost Benefit Analysis. We can perform the Missouri statutory cost-benefit analysis for an additional $7,000 (including mailing to taxing jurisdictions).

ATTACHMENT B

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521
816-221-1000 | 816-221-1018 FAX
GILMOREBELL.COM

April 22, 2025

Ms. Christine Cates
City Administrator
City of Blue Springs
903 W. Main Street
Blue Springs, Missouri 64015

Re: Engagement Letter for Economic Development Legal Counsel Services

Dear Christine:

Thank you for the opportunity to continue to serve as economic development counsel for the City of Blue Springs, Missouri (the "City"). We are pleased to submit this engagement letter establishing our role as the City's economic development counsel for City projects. The purpose of this letter is to set forth our responsibilities and fees with respect to our engagement by the City. This letter and engagement supersedes and replaces the prior agreement with the City approved on March 2, 2020 by ordinance number 4892.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the services set forth in Attachment A (the "Services") related to the City's consideration of development projects that involve economic incentive requests and related legal issues. Sarah Granath will serve as the primary point of contact with the City for projects in which economic incentives are being considered. We anticipate that other attorneys in our firm will work on City economic development projects as needed to provide the Services.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will continue to be our client and an attorney-client relationship will exist between us. We assume that all other parties, including any landowner or developer associated with any particular project, will retain such counsel as they deem necessary and appropriate to represent their interests in any project. We further assume that all other parties understand that in each transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this letter; and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

CONFLICTS

Our firm represents many cities, counties and other political subdivisions. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter either because such matters will be sufficiently different from the matters described herein so as to make such representations not adverse to our representation of the City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the services described herein. In the event an actual conflict does arise, we will consult with the City and take appropriate action that is consistent with the applicable Rules of Professional Conduct to resolve the issue.

FEES

For any project for which the City authorizes us to perform work, our Services in connection with approval and implementation of all non-bond related work will be performed on an hourly basis. Our fees associated with the Services pursuant to this engagement will be $465 per hour for shareholder attorneys, and $235 per hour for associate attorneys, and $145 per hour for legal assistants. Our hourly rates are reviewed annually and adjusted in January of each year. We will notify the City of these adjustments through the billing statements sent pursuant to this engagement letter. If bonds are issued as a result of our Services, we will separately quote a bond counsel fee for each such transaction.

We understand that the City may execute a funding agreement with an applicant for a project, under which the City may be reimbursed by the applicant for costs and expenses that the City incurs to consider and approve the necessary ordinances and economic development tools that the City may approve for the project, including our fees incurred by the City pursuant to this engagement letter. We will coordinate with the City as directed by City staff to facilitate payment when a funding agreement is used for a project.

PROVISION OF LEGAL SERVICES

This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the City is not relying upon us in this engagement for advice in areas other than the Services, even if such matters should be discussed in connection with the engagement.

We may be asked to use the internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of internet communications during your representation by us unless we are instructed otherwise.

RECORDS

After our Services conclude, we will, upon your request, deliver the files for that engagement to you. If you do not request the file, we will retain it for a period of five years after the matter is closed. If you do not request delivery of the file before the end of the five-year period, we will have no further

obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the five-year period, you may request delivery of the file.

PERIODIC BILLING FOR LEGAL SERVICES

Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis, although statements may be made on a less frequent basis, depending on the level of activities on particular matters. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

CLIENT DISBURSEMENTS AND OTHER CHARGES

Most matters require, from time to time, certain monetary advances to be made on your behalf by the firm. Some "client disbursements" represent out-of-pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. If we anticipate that any such expenditure will exceed $1,000, we will consult with you prior to incurring such expense. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of $250, such as transcripts, printing costs, etc., may be billed directly to you by the vendor of such services.

Certain specific items provided by the firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the monthly invoice, and other items will not be charged to you in accordance with the following:

Computer Research. The firm enters long-term contracts for electronic legal research services which are not tracked by client and matter, and we will not charge you for third-party service provider costs relating to any computerized legal research that may be conducted as part of the Services.

Telecommunications. We do not charge for local phone calls or electronic mail transmissions. The firm enters into long-term contracts for long-distance telephone services which are not tracked by client and matter, and we will not charge for any long-distance phone calls that may be needed as part of the Services.

Mail/Messengers. Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not charge for regular mail; however, bulk mailings, packages and special postal services including certified notices are charged at our actual cost.

Travel. Unless we make other arrangements with you in the course of providing the Services, we will not incur any air travel expenses in connection with the Services. Mileage for travel that occurs in connection with our Services and that is outside of the Kansas City metropolitan area will be charged at the currently applicable IRS rate, although we will not charge for travel to and from the City and our offices or residences in the Kansas City metropolitan area.

TERMINATION OF SERVICES

In the event that you choose to terminate our Services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of Services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

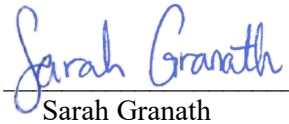
QUESTIONS

One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please contact me with any questions about services, billing, or payment status of your account.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized official, retaining the original for your files. We look forward to continued representation of the City.

Very truly yours,

By: 
David Martin

By: 
Sarah Granath

Accepted and Approved:

City of Blue Springs, Missouri

By: _____
Title: _____
Date: _____

Attachment A

Scope of Services

1. Review requests for economic incentives associated with proposed development projects, including projects that may request tax abatement (such as through Chapter 100 or Chapter 353), tax increment financing, community improvement districts, transportation development districts, neighborhood improvement districts, sales tax reimbursement agreements, and other economic incentives authorized pursuant to Missouri law.

2. Prepare City-initiated economic incentives as directed by the City. Work with the City to form and implement any boards, commissions, committees and authorities to carry out economic incentives. Prepare or update any economic development policies and procedures, and any general or special ordinances to implement such policies and procedures, as directed by the City.

3. Provide legal advice and consultation to the City and work with City to address any legal issues associated with the services described above.

4. Assist the City in preparing and issuing proper notice to consider incentive requests or development projects, conducting the public hearing to consider such projects, and take any other actions that are required to properly establish the approved incentives.

5. Draft ordinances, contracts and related documents to consider approval of projects and establish the approved incentives in accordance with Missouri law, including contracts between the City and other public or private parties to implement such projects.

6. Draft documents and work with the City to complete transactions to implement projects that are approved by the City.

7. Participate in conference calls and attend meetings related to the services listed above, as requested by the City. Attend meetings held by other political subdivisions of the state as requested by the City.

8. Other legal services requested to be performed by the City in connection with the above-described services on any project as required by the City.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 9, 2025

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Passage of a Bill approving the reappointment and increasing the compensation for the Municipal Judges pursuant to Section 3.16 of the Blue Springs Home Rule Charter.

BACKGROUND/JUSTIFICATION

Pursuant to Section 3.16 of the Blue Springs Home Rule Charter, Municipal Judges shall be appointed by the Mayor with the consent of a majority of the entire City Council for three-year terms. Ordinance 5126 appointed Stephanie Graham-Taormina as Presiding Judge and Jeffrey Mullins as Municipal Judge with terms expiring on June 30, 2025.

Mayor Lievsay recommends the reappointment of Stephanie Graham-Taormina as Presiding Municipal Judge and Jeffrey Mullins as Municipal Judge with terms expiring on June 30, 2028. The compensation for the Presiding Municipal Judge will increase by 10% from $31,000 annually to $34,100, and the compensation for the Municipal Judge will also increase by 10% from $28,000 to $30,800 annually.

These positions are eligible for the employee benefits of health, dental and vision insurance, and deferred compensation as these programs are available to non-represented full-time employees.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2025	June 30, 2028

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 reappointing Municipal Judges and increasing compensation therefor

REVIEWED BY:

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

Introduced by Councilmember _____ BILL NO. 5328

ORDINANCE NO. _____

AN ORDINANCE REAPPOINTING MUNICIPAL JUDGES AND INCREASING COMPENSATION THEREFOR

WHEREAS, Ordinance 5126 approved the appointments of Stephanie Graham-Taormina as Presiding Municipal Judge and Jeffrey Mullins as Municipal Judge with terms expiring June 30, 2025; and

WHEREAS, pursuant to Section 3.16 of the Blue Springs Home Rule Charter, Municipal Judges shall be appointed by the Mayor with the consent of a majority of the entire City Council for three-year terms; and

WHEREAS, Mayor Lievsay recommends the reappointment of Stephanie Graham-Taormina as Presiding Municipal Judge and Jeffrey Mullins as Municipal Judge with terms expiring on June 30, 2028; and

WHEREAS, the compensation shall increase by 10% from $31,000 annually to $34,100, and the compensation for the Municipal Judge will also increase by 10% from $28,000 to $30,800 annually; and

WHEREAS, the Presiding Municipal Judge and Municipal Judge are eligible for the employee benefits of health, dental and vision insurance, and deferred compensation as these programs are available to non-represented full-time employees of the City.

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

Section 1. The Mayor hereby appoints, and the Council approves the reappointment of, Stephanie Graham-Taormina as Presiding Municipal Judge, effective July 1, 2025 with a term expiring on June 30, 2028, to be compensated $34,100 annually.

Section 2. The Mayor hereby appoints, and the Council approves the reappointment of, Jeffrey Mullins as Municipal Judge, effective July 1, 2025, with a term expiring on June 30, 2028, to be compensated $30,800 annually.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 16th day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____