CITY COUNCIL MEETING
January 21, 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. City Clerk Administer Oath of Office to Nick Brummel for District 3 Councilmember

4. Consent Agenda

All matters under Item 4, 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 January 7, 2025 City Council Meeting
b. Approve Liquor License for Que Tal Pollo located at 1605 SW 7 Highway
c. Resolution No. 07-2025 approving a purchase of four Police Department patrol vehicles
d. Approve Board and Commission Appointments
e. Resolution No. 08-2025 approving a contract for Construction Manager at Risk for Public Works Operations Building

5. Public Hearing – Tommy's Express Car Wash Rezoning and Planned Development Concept Plan (RZ-11-24-9418 & PDC-11-24-9419)

6. Introduction and readings of Bill No. 5286 approving a Rezoning and Planned Development Concept Plan for Tommy's Express Car Wash (RZ-11-24-9418 & PDC-11-24-9419)

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

8. Presentation – City Strategic Planning process

9. Introduction and readings of Bill No. 5287 authorizing condemnation proceedings and acquisition of easements by Coronado Drive

10. Introduction and readings of Bill No. 5288 calling an election on April 8, 2025 to amend the Charter of the City of Blue Springs

11. Introduction and readings of Bill No. 5289 approving an agreement with Missouri Department of Transportation for the placement of Purple Heart City signage

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 Announcements

15. Adjourn

Miscellaneous Items

Planning Commission Meeting – Monday, January 27, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, January 28, 6:00 PM
City Council Meeting – Monday, February 3, 6:00 PM
Park Commission Meeting – Tuesday, February 4, 6:00 PM
Planning Commission Meeting – Monday, February 10, 6:30 PM
Public Arts Commission Meeting – Wednesday, February 12, 4:00 PM
Presidents' Day – **City Offices Closed –** Monday, February 17
Land Bank Meeting – Tuesday, February 18, 3:00 PM
Economic Development Council Meeting – Wednesday, February 19, 8:15 AM
City Council Meeting – Wednesday, February 19, 6:00 PM

This Agenda was posted at City Hall and on the City's website on January 16, 2025.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: January 16, 2025

SUBJECT: Agenda Explanations

Item 4b – Liquor License – Que Tal Pollo
Approve a new liquor license for Regiomex Food Services LLC dba Que Tal Pollo located at 1605 SW 7 Highway, Blue Springs, MO 64014 to sell intoxicating liquors by the drink for consumption on premises (weekdays only) and Sunday Sales. The location was formerly occupied by Rae's Cafe. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 4c – Purchase of Police Patrol Vehicles
Adopt a Resolution approving a purchase in the amount of $230,876.00 from Molle Chevrolet, Inc. for four 2025 Chevrolet Tahoe patrol vehicles. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 4d – Board and Commission Appointments
Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. Appointments to the Park Commission are submitted to the Council for approval. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 4e – Contract for Construction Manager at Risk for Public Works Operations Building
Adopt a Resolution approving a contract in the amount of $10,000.00 with Newkirk Novak Construction Partners, Inc., as the Construction Manager at Risk (CMAR) for preconstruction services for the renovation and expansion of the Public Works Operation Building. This project is approved as CIP BF-19. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Items 5 & 6 – Tommy's Express Car Wash Rezoning and Planned Development Concept Plan
A public hearing is being held at the request of the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, for consideration to rezone from "GB" (General Business) to "PD-C" (Planned Development-Commercial) for the property located at 509 NW 7 Highway (RZ-11-24-9418). The applicant also requests approval of a Planned Development Concept Plan for Tommy's Express Car Wash to allow for the demolition of the current site and development of an express car wash (PDC-11-24-9419). Upon Conclusion of the public hearing, a Bill rezoning the property to "PD-C" (Planned Development-Commercial) and approving the Planned

Development Concept Plan will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 8 – Presentation – Strategic Planning
Berry, Dunn, McNeil & Parker, LLC (BerryDunn) Senior Consultant Jen Ferguson will present a kick-off orientation for the City Strategic Planning process which will include proposed phases, approach, schedule and timeline. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 9 – Coronado Condemnation and Easement Negotiations
Passage of a Bill authorizing legal counsel to institute condemnation proceedings if property interests cannot be acquired by purchase through good faith negotiations and authorizing the City to acquire and accept permanent right-of-way and easements. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 10 – Call for Election and Charter Amendments
Passage of a Bill calling an election to amend the Charter of the City of Blue Springs and providing for submissions of the Charter amendments to the qualified voters of the City for their approval at the general election called and to be held in the City on April 8, 2025. Refer to Council Information Form from Assistant to the City Administrator Sheryl Morgan for additional information

Item 11 – Agreement with Missouri Department of Transportation for Placement of Purple Heart Signs
Passage of a Bill approving an agreement with the Missouri Highways and Transportation Commission, in care of the Missouri Department of Transportation (MoDOT), for the placement of Purple Heart City signage at two locations along Missouri State Route 7 Highway. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
January 7, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, January 7, 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
Councilmember District 3 - VACANT
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, Attorney Lindsey Kolisch, and City Clerk Erin Ford.

INVOCATION AND PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

CONSENT AGENDA

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

- Minutes of the December 16, 2024 City Council Meeting.
- **Resolution No. 01-2025** 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. 02-2025** approving the purchase of utility meters and meter parts in an amount up to $300,000 from Schulte Supply, Inc.
- **Resolution No. 03-2025** approving a contract in the amount of $615,021.00 with CAMM Construction, Inc., for the demolition and renovation of the Pink Hill Parks Maintenance office and breakroom. This project is approved as CIP PR-81 for the Pink Hill Park Maintenance Building Improvements.
- **Liquor License for HR Mart LLC dba HR Mart** located at 1501 NW Woods Chapel Rd, Blue Springs, MO 64015 to sell intoxicating liquors in the original package for consumption off premises (weekdays only) and Sunday Sales.
- **Liquor License for Blue Mart LLC dba Blue Mart** located at 1900 SW Eastbound US 40 Hwy, Blue Springs, MO 64015 to sell intoxicating liquors in the original package for consumption off premises (weekdays only) and Sunday Sales.
- **Resolution No. 04-2025** approving Task Order #5 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran for South Outer

DRAFT

Road watermain improvement design, bidding, subsurface exploration and construction management in the amount of $304,190. The project is approved as CIP WA-19 South Outer Road Watermain Replacement.

- A list of Mayoral appointments to the City's Boards and Commissions is as follows:
  Public Art Commission:
  New appointment: Christie Brady (term expiring 5/2026)
- **Resolution No. 05-2025** authorizing the City of Blue Springs, Missouri to offer General Obligation Bonds for sale to provide funding for street projects.
- **Resolution No. 06-2025** approving a contract in the amount of $283,783.00 with Berry, Dunn, McNeil & Parker LLC to conduct a Parks, Recreation and Open Space Master Plan.

The Consent Agenda was approved with the following vote:

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

3h – DISTRICT 3 APPOINTMENT

Item 3h – Appointment of Nick Brummel to District 3

The appointment of Nick Brummel to the District 3 Council seat vacated by Councilmember Fowler was removed from the Consent Agenda at the request of Councilmember Culpepper for separate consideration.

Councilmember Culpepper moved to approve the appointment of Nick Brummel to the vacant District 3 Council seat. Motion seconded by Councilmember Ericson and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5281 – CODE AMENDMENT REGARDING INVALID INSURANCE CARDS

Councilmember Kaylor introduced Bill No. 5281 amending Chapter 380 the Code of Ordinances, City of Blue Springs Missouri, by adding Section 380.145, Alteration, Production or Sale of an Invalid Insurance Card. City Clerk Erin Ford made the first reading of Bill No. 5281 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5281 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5281

Ms. Ford made the second reading of Bill No. 5281 by title. Councilmember Edmondson moved to adopt Bill No. 5281 upon its second reading and give it **ORDINANCE NO. 5386,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5282 – CODE AMENDMENT REGARDING POSSESSION OF A DEFACED FIREARM

Councilmember Kaylor introduced Bill No. 5282 amending Chapter 220 Article XI Offenses Concerning Weapons and Firearms of the Code of Ordinances, City of Blue Springs Missouri, adding Section 220.861, Possession of a Defaced Firearm. City Clerk Erin Ford made the first reading of Bill No. 5282 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5282 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5282

Ms. Ford made the second reading of Bill No. 5282 by title. Councilmember Edmondson moved to adopt Bill No. 5282 upon its second reading and give it **ORDINANCE NO. 5387,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5283 – CODE AMENDMENT REGARDING SEATBELTS AS PRIMARY OFFENSE

Councilmember Kaylor introduced Bill No. 5283 amending Section 385.050 Seat Belts, of the Code of Ordinances City of Blue Springs, Missouri to allow this offense to be a primary basis for a stop or detention. City Clerk Erin Ford made the first reading of Bill No. 5283 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5283 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5283

Ms. Ford made the second reading of Bill No. 5283 by title. Councilmember Edmondson moved to adopt Bill No. 5283 upon its second reading and give it **ORDINANCE NO. 5388,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5284 – 2024 COMMUNITY DEVELOPMENT BLOCK GRANT SIDEWALK PROGRAM EASEMENTS

Councilmember Kaylor introduced Bill No. 5284 accepting temporary construction easements and a permanent sidewalk easement from the abutting property owners for the 2024 Community Development Block Grant Sidewalk Program, Project 24-09-01. City Clerk Erin Ford made the first reading of Bill No. 5284 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5284 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5284

Ms. Ford made the second reading of Bill No. 5284 by title. Councilmember Edmondson moved to adopt Bill No. 5284 upon its second reading and give it **ORDINANCE NO. 5389** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5285 – LEGAL COUNSEL FOR CONDEMNATION AND EASEMENT NEGOTIATIONS

Councilmember Kaylor introduced Bill No. 5285 authorizing legal counsel to institute condemnation proceedings if property interests cannot be acquired by purchase through good faith negotiations and authorizing the City to acquire a permanent sanitary sewer easement and a temporary construction easement for property located at 9304 S. M-7 Highway. City Clerk Erin Ford made the first reading of Bill No. 5285 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5285 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5285

Ms. Ford made the second reading of Bill No. 5285 by title. Councilmember Edmondson moved to adopt Bill No. 5285 upon its second reading and give it **ORDINANCE NO. 5390** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

PRESENTATION – 2024 CHARTER REVIEW COMMISSION

Ken Horrell and Kelli Montgomery, Chair and Vice Chair, respectively of the 2024 Charter Review Commission, presented the Commission's findings, recommendations for amendment, as well as items for future City Council consideration.

COUNCIL DISCUSSION

Council discussed proposed Charter amendments which were presented and referenced in the following format:

1. Article III - City Council and IV - Mayor:
   a. Require residency during the term of an elected official
   b. Initiate term limits to four terms
   c. Extend the timeline for Mayor to fill vacancy on Council
   d. Mayor added to roll call voting rotation
   e. Second reading of Ordinances at separate meeting
   f. Public comment on proposed Ordinances
2. Article VI - Administrative Organization, Personnel System and Comprehensive Development Plan
   a. Add ability to have a Health Department
   b. Change Comprehensive Plan title and timeline for updates
3. Article IX – Initiative, Referendum and Recall
   a. Clarify qualifications for Petitioners' Committee and outline process to add additional circulators
   b. Remove outdated references and allow for pickup of documents and change Petition template to add line for printed name
   c. Extend timeline to submit signatures after initial filing
4. General/Clarifying amendments:
   a. 3.18 - Independent Audit
   b. 5.4.E - Budget and Capital Improvement Program
   c. 7.5 and 7.6 - Council Action on Budget and Capital Improvement Program
   d. 7.6 - Public Record
   e. 7.9 - Tax Rates and Tax Rolls

MOTION TO DIRECT STAFF

Councilmember Tholen moved to direct staff and City Attorney to add

2. Article VI - Administrative Organization, Personnel System and Comprehensive Development Plan
   a. Add ability to have a Health Department
   b. Change Comprehensive Plan title and timeline for updates

to draft ballot language for the April 8, 2025 municipal election. Motion seconded by Councilmember Culpepper and carried unanimously.

MOTION TO DIRECT STAFF

Councilmember Tholen moved to direct staff and City Attorney to add

3. Article IX – Initiative, Referendum and Recall
   a. Clarify qualifications for Petitioners' Committee and outline process to add additional circulators
   b. Remove outdated references and allow for pickup of documents and change Petition template to add line for printed name
   c. Extend timeline to submit signatures after initial filing

to draft ballot language for the April 8, 2025 municipal election. Motion seconded by Councilmember Edmondson and carried unanimously.

MOTION TO DIRECT STAFF

Councilmember Edmondson moved to direct staff and City Attorney to add

1. Article III - City Council and IV - Mayor:
   a. Require residency during the term of an elected official
   f. Public comment on proposed Ordinances

to draft ballot language for the April 8, 2025 municipal election. Motion seconded by Councilmember Tholen and carried with the following vote:

Kaylor – Aye	Edmondson – Aye
Tholen – Aye	Culpepper – No
Ericson– Aye	Mayor Lievsay – No

MOTION TO RECONSIDER

Councilmember Ericson moved to reconsider the previous vote on Items 1a and 1f. Motion seconded by Councilmember Kayor and carried with Councilmember Edmonson voting no.

Council reconsidered directing staff and City Attorney to add

1. Article III - City Council and IV - Mayor:
   a. Require residency during the term of an elected official
   f. Public comment on proposed Ordinances

to draft ballot language for the April 8, 2025 municipal election and **failed** with the following vote:

Tholen – No	Culpepper – No
Ericson– No	Kaylor – No
Edmondson – No	Mayor Lievsay – No

MOTION TO DIRECT STAFF

Councilmember Edmondson moved to direct staff and City Attorney to add

1. Article III - City Council and IV - Mayor:
   a. Require residency during the term of an elected official

to draft ballot language for the April 8, 2025 municipal election. Motion seconded by Councilmember Tholen and carried unanimously.

MOTION TO DIRECT STAFF

Councilmember Tholen moved to direct staff and City Attorney to add

4. General/Clarifying amendments:
   a. 3.18 - Independent Audit
   b. 5.4.E - Budget and Capital Improvement Program
   c. 7.5 and 7.6 - Council Action on Budget and Capital Improvement Program
   d. 7.6 - Public Record
   e. 7.9 - Tax Rates and Tax Rolls

to draft ballot language for the April 8, 2025 municipal election. Motion seconded by Councilmember Edmondson and carried unanimously.

MOTION TO DIRECT STAFF

Councilmember Ericson moved to direct staff and the City Attorney to change the term limit to twelve years for both Mayor and City Council. Motion seconded by Councilmember Kaylor and **failed** with the following vote:

Ericson – No	Kaylor – Aye
Edmondson – No	Tholen – No
Culpepper – No	Mayor Lievsay – No

MOTION TO DIRECT STAFF

Councilmember Edmondson moved to direct staff and City Attorney to add

1. Article III - City Council and IV - Mayor:
   c. Extend the timeline for Mayor to fill vacancy on Council

draft ballot language for the April 8, 2025 municipal election. Motion seconded by Councilmember Tholen and carried unanimously.

MOTION TO DIRECT STAFF

Councilmember Ericson moved to direct staff and City Attorney to add

1. Article III - City Council and IV - Mayor:
   d. Mayor added to roll call voting rotation

to draft ballot language for the April 8, 2025 municipal election. Motion seconded by Councilmember Kaylor and **failed** with the following vote:

Edmondson – No	Tholen – No
Culpepper – No	Ericson – Aye
Kaylor – Aye	Mayor Lievsay – No

MOTION TO DIRECT STAFF

Councilmember Ericson moved to direct staff and City Attorney to add

1. Article III - City Council and IV - Mayor:
   e. Second reading of Ordinances at separate meeting

to draft ballot language for the April 8, 2025 municipal election. Motion **failed** due to lack of second.

COUNCIL COMMENTS

Councilmembers Culpepper and Kaylor complimented staff for their work in clearing snow from the recent blizzard.

Councilmember Edmondson thanked the Police Department staff for their work during the inclement weather and Administration for keeping staff safe by closing on January 6.

MAYORAL ANNOUNCEMENTS

Blue Springs has received the most snow in a single day in 60 years and has a snow removal plan in place.

Ron Fowler was unable to attend the Council meeting due to the postponement and his service as a newly elected State Representative.

ADJOURNMENT At 7:18 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Ericson and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

Chris Lievsay, Mayor

Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 8, 2025

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

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

ISSUE/REQUEST

Approve a new liquor license for Regiomex Food Services LLC dba Que Tal Pollo located at 1605 SW 7 Highway, Blue Springs, MO 64014 to sell intoxicating liquors by the drink for consumption on premises (weekdays only) and Sunday Sales. The location was formerly occupied by Rae's Cafe.

BACKGROUND/JUSTIFICATION

The Managing Agent for Regiomex Food Services LLC dba Que Tal Pollo is Jose Oscar Naranjo located at 2201 SE Hemlock Road, Blue Springs, MO 64014.

FINANCIAL IMPACT

Contractor:	Regiomex Food Services LLC dba Que Tal Pollo
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2024-2025
Funding Source/Account #:	N/A
Account Balance:	N/A
Revenue to be Received:	$375.00
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 22, 2025	June 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

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***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 5, 2024

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

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $230,876.00 from Molle Chevrolet, Inc. for four 2025 Chevrolet Tahoe patrol vehicles.

BACKGROUND/JUSTIFICATION

To keep the patrol fleet in serviceable rotation, four older patrol vehicles need to be replaced with four 2025 Chevrolet Tahoe patrol vehicles. Due to issues in the automotive industry over the last several years, it has been difficult to obtain vehicles. Molle Chevrolet has four vehicles available for purchase that are the same essential model as purchased in 2024. The purchase of four 2025 Chevrolet Tahoe patrol vehicles from Molle will total $230,876.00 and will be made using funds budgeted for this purpose in the current fiscal year.

FINANCIAL IMPACT

Contractor:	Molle Chevrolet, Inc.	
Amount of Request/ Contract:	$230,876	
Amount Budgeted:	$215,636	
Budget Year:	FY 2024-25	
Funding Source/Account #:	100-20030-540300	
Account Balance:	$282,680.86	Date: 12/23/2024

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
January 27, 2025	September 1, 2025
Years and Months Contract in effect	**Number of times renewable**
N/A	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 Quote attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☐	N/A
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	Molle Chevrolet Inc. 411 NW Mock Ave. Blue springs Mo 64014 danderson@mollechevrolet.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Resolution No. 07-2025

A RESOLUTION APPROVING THE PURCHASE OF FOUR CHEVROLET TAHOE PATROL VEHICLES FROM MOLLE CHEVROLET INC.

WHEREAS, the City of Blue Springs desires to purchase four Chevrolet Tahoe Patrol Vehicles from Molle Chevrolet, Inc.; and

WHEREAS, the Police Department prepared specifications and secured quotations for Patrol Vehicles for purchase on a per vehicle basis; and

WHEREAS, the Department received a bid from the vendor and now recommends that the City purchase from Molle Chevrolet Inc. four 2025 Chevrolet Tahoe Patrol Vehicles in the amount of $230,876.00.

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

Section 1. The City Administrator is hereby authorized to purchase from Molle Chevrolet, Inc.,411 NW Mock Ave. Blue Springs MO., 64014, four Chevrolet Tahoe Patrol Vehicles for the amount of $230,876.00 as outlined in the Quote Worksheet attached hereto as Exhibit A.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 21st day of January 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Spotlight
No Carpet

Molle Chevrolet
Drew Anderson | 8162298800 | danderson@mollechevrolet.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote Worksheet

		MSRP
Base Price		$55,500.00
Dest Charge		$1,995.00
Total Options		$2,169.00
	Subtotal	**$59,664.00**
DEALER DISCOUNT		($4,000.00)
GM BID ASSISTANCE		($1,000.00)
ADMIN FEE		$300.00
5 YEAR/ 100,000 MILE WARRANTY/ $0 DEDUCTIBLE		$2,755.00
	Subtotal Pre-Tax Adjustments	**($1,945.00)**
Less Customer Discount		$0.00
	Subtotal Discount	**$0.00**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$57,719.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$57,719.00**

10-23-2024
Dealer Signature / Date

CAPT. [illegible] #985 10-23-2024
Customer Signature / Date

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Data Version: 23513. Data Updated: Sep 23, 2024 6:44:00 PM PDT.

Molle Chevrolet
Drew Anderson | 8162298800 | danderson@mollechevrolet.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial — MSRP:$55,500.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Dark Ash Metallic

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CK10706	[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial		$55,500.00
	OPTIONS		
1FL	Commercial Preferred Equipment Group		$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.	
5J9	Calibration, taillamp flasher, Red/White	Inc.	
5LO	Calibration, taillamp flasher, Red/Red	Inc.	
5Y1	Front center seat (20% seat) delete	Inc.	
6C7	Lighting, red and white front auxiliary dome		$170.00
6E2	Fleet Calibration		$25.00
6J3	Wiring, grille lamps and siren speakers		$92.00
6J4	Wiring, horn and siren circuit		$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.	
6N5	Switches, rear window inoperative		$57.00
7X3	Spotlamp, left-hand		$800.00
9C1	Identifier for Police Package Vehicle		$0.00
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete		$50.00
AMF	Remote Keyless Entry Package	Inc.	
ATD	Seat delete, third row	Inc.	
AU7	Key common, fleet	Inc.	
AYH	Airbags, Frontal airbags for driver and front outboard passenger;	Inc.	

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

AZ3	Seats, front 40/20/40 split-bench	Inc.	
BCV	Lock control, driver side auto door lock disable	Inc.	
BTV	Remote start	Inc.	
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.	
CTB	Intersection Automatic Emergency Braking	Inc.	
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.	
FE9	Emissions, Federal requirements		$0.00
G6M	Dark Ash Metallic		$0.00
GU5	Rear axle, 3.23 ratio		$0.00
H1T	Jet Black, Cloth seat trim		$0.00
K34	Cruise control, electronic with set and resume speed	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PQA	1FL Safety Package		$825.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
TQ5	IntelliBeam, automatic high beam on/off	Inc.	
UD7	Rear Parking Assist	Inc.	
UEU	Forward Collision Alert	Inc.	
UFB	Rear Cross Traffic Braking	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKI	Blind Zone Steering Assist	Inc.	
UKM	Lane Keep Assist	Inc.	
UKT	Front Pedestrian and Bicyclist Braking	Inc.	
UN9	Radio Suppression Package, with ground straps		$95.00

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

UOW	Side Bicyclist Alert	Inc.	
URW	Audio system, 17.7" diagonal advanced color LCD display		$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black	Inc.	
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		$0.00
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
Z56	Suspension Package, heavy-duty, police-rated.	Inc.	
___	Capless Fuel Fill	Inc.	
___	Exterior ornamentation delete	Inc.	
___	Instrumentation, analog	Inc.	
___	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
___	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.	
___	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	Inc.	
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.	
___	Seat belts, 3-point, all seating positions	Inc.	
___	Active Hill Hold Assist	Inc.	
___	Protected idle	Inc.	
	SUBTOTAL		**$57,669.00**
	Adjustments Total		$0.00
	Destination Charge		$1,995.00
	TOTAL PRICE		**$59,664.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$55,500.00
Total Options	$2,169.00
Vehicle Subtotal	$57,669.00
Destination Charge	$1,995.00
Grand Total	**$59,664.00**

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2025 Chevrolet Tahoe 4WD 4dr Commercial	$55,500.00

COLORS

CODE	DESCRIPTION
G6M	Dark Ash Metallic

SUSPENSION PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z56	Suspension Package, heavy-duty, police-rated.	0.00 lbs	0.00 lbs	Inc.

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8	0.00 lbs	0.00 lbs	$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MHU	Transmission, 10-speed automatic	0.00 lbs	0.00 lbs	Inc.

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C6G	GVWR, 7600 lbs. (3447 kg)	0.00 lbs	0.00 lbs	Inc.

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AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	Commercial Preferred Equipment Group	0.00 lbs	0.00 lbs	$0.00

WHEEL TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	0.00 lbs	0.00 lbs	Inc.

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	0.00 lbs	0.00 lbs	Inc.

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
G6M	Dark Ash Metallic	0.00 lbs	0.00 lbs	$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench	0.00 lbs	0.00 lbs	Inc.

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H1T	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	$0.00

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9C1	Identifier for Police Package Vehicle	0.00 lbs	0.00 lbs	$0.00
AMF	Remote Keyless Entry Package	0.00 lbs	0.00 lbs	Inc.
PQA	1FL Safety Package	0.00 lbs	0.00 lbs	$825.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J9	Calibration, taillamp flasher, Red/White	0.00 lbs	0.00 lbs	Inc.
5LO	Calibration, taillamp flasher, Red/Red	0.00 lbs	0.00 lbs	Inc.
6J3	Wiring, grille lamps and siren speakers	0.00 lbs	0.00 lbs	$92.00
6J4	Wiring, horn and siren circuit	0.00 lbs	0.00 lbs	$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	0.00 lbs	0.00 lbs	Inc.
___	Capless Fuel Fill	0.00 lbs	0.00 lbs	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	0.00 lbs	0.00 lbs	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	0.00 lbs	0.00 lbs	Inc.
KX4	Alternator, 250 amps	0.00 lbs	0.00 lbs	Inc.
RC1	Skid plate, front	0.00 lbs	0.00 lbs	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	0.00 lbs	0.00 lbs	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	0.00 lbs	0.00 lbs	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black	0.00 lbs	0.00 lbs	Inc.

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ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
6C7	Lighting, red and white front auxiliary dome	0.00 lbs	0.00 lbs	$170.00
7X3	Spotlamp, left-hand	0.00 lbs	0.00 lbs	$800.00
——	Exterior ornamentation delete	0.00 lbs	0.00 lbs	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	0.00 lbs	0.00 lbs	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	0.00 lbs	0.00 lbs	Inc.
TQ5	IntelliBeam, automatic high beam on/off	0.00 lbs	0.00 lbs	Inc.
V53	Luggage rack side rails, delete	0.00 lbs	0.00 lbs	Inc.
WUA	Fascia, front high-approach angle	0.00 lbs	0.00 lbs	Inc.

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ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J3	Calibration, Surveillance Mode interior lighting	0.00 lbs	0.00 lbs	Inc.
5Y1	Front center seat (20% seat) delete	0.00 lbs	0.00 lbs	Inc.
6E2	Fleet Calibration	0.00 lbs	0.00 lbs	$25.00
6N5	Switches, rear window inoperative	0.00 lbs	0.00 lbs	$57.00
—	Instrumentation, analog	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	0.00 lbs	0.00 lbs	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III	0.00 lbs	0.00 lbs	Inc.
ATD	Seat delete, third row	0.00 lbs	0.00 lbs	Inc.
AU7	Key common, fleet	0.00 lbs	0.00 lbs	Inc.
BCV	Lock control, driver side auto door lock disable	0.00 lbs	0.00 lbs	Inc.
BTV	Remote start	0.00 lbs	0.00 lbs	Inc.
DRZ	Rear Camera Mirror, inside rearview auto-dimming	0.00 lbs	0.00 lbs	Inc.
K34	Cruise control, electronic with set and resume speed	0.00 lbs	0.00 lbs	Inc.
UN9	Radio Suppression Package, with ground straps	0.00 lbs	0.00 lbs	$95.00
VZ2	Speedometer calibration	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
CTB	Intersection Automatic Emergency Braking	0.00 lbs	0.00 lbs	Inc.
UHY	Automatic Emergency Braking	0.00 lbs	0.00 lbs	Inc.
UKT	Front Pedestrian and Bicyclist Braking	0.00 lbs	0.00 lbs	Inc.

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ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
——	Active Hill Hold Assist	0.00 lbs	0.00 lbs	Inc.
——	Seat belts, 3-point, all seating positions	0.00 lbs	0.00 lbs	Inc.
AYH	Airbags, Frontal airbags for driver and front outboard passenger;	0.00 lbs	0.00 lbs	Inc.
UD7	Rear Parking Assist	0.00 lbs	0.00 lbs	Inc.
UEU	Forward Collision Alert	0.00 lbs	0.00 lbs	Inc.
UFB	Rear Cross Traffic Braking	0.00 lbs	0.00 lbs	Inc.
UKI	Blind Zone Steering Assist	0.00 lbs	0.00 lbs	Inc.
UKM	Lane Keep Assist	0.00 lbs	0.00 lbs	Inc.
UOW	Side Bicyclist Alert	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete	0.00 lbs	0.00 lbs	$50.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
——	Protected idle	0.00 lbs	0.00 lbs	Inc.

SHIP THRU CODES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	0.00 lbs	0.00 lbs	$0.00
	Options Total	**0.00 lbs**	**0.00 lbs**	**$2,169.00**

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CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 10, 2025

SUBMITTED BY: Erin Ford **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. Appointments to the Park Commission are submitted to the Council for approval.

BACKGROUND/JUSTIFICATION

A list of Mayoral appointments to the City's boards and commissions is as follows:

Park Commission:

New Appointment: Greg Markway (term expiring 05/2027)
Tony Lopez, Chair (term expiring 5/2025)
Brian Markworth, Vice Chair (term expiring 05/2025)

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 21, 2025	See above

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

N/A

REVIEWED BY:

Requesting Director: ***Erin Ford***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 17, 2024 **CONTRACT NO.**

SUBMITTED BY: Dennis Dovel **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 $10,000.00 with Newkirk Novak Construction Partners, Inc., as the Construction Manager at Risk (CMAR) for preconstruction services for the renovation and expansion of the Public Works Operation Building. This project is approved as CIP BF-19.

BACKGROUND/JUSTIFICATION

The Public Works Operation Facility houses Street Maintenance, Water and Sewer Maintenance and Fleet Maintenance with approximately 43 full-time staff members working at this location. In 2010, a salt storage facility was added to bolster the amount of de-icing chemicals to 4,000 tons (a 2,500 ton increase). In 2011, an expansion added Fleet Maintenance to this location with six maintenance bays, new fuel tanks, pumps and fuel system. An access road was also constructed to 40 Highway and a secure parking lot expansion was completed. Over the years to accommodate the growth, storage areas have been turned into office space for staff and the rock bins were enclosed to provide secure storage of parts and equipment. Additionally, offices have been built on the mezzanine level over the fleet's parts room.

Due to the increase in employees and equipment, additional space is needed to provide adequate staff facilities, equipment storage, maintenance of equipment and office spaces. The intent is to design the facility to allow for up to 48 full-time employees. It is desired with the renovation and expansion to provide additional square footage to increase the maintenance garage by adding 27 bays to the current 19 bays for a total of 46 bays for equipment. Along with additional spaces, an automated truck wash to clean vehicles is desired to remove salt from the undercarriage of each vehicle after snow removal operations. A larger meeting room is required for all staff meetings and the room is to act as a storm shelter in case of a tornado. Increasing the size of the locker rooms to accommodate uniform storage, additional climate-controlled storage areas, enhanced camera and security, additional secured parking as well as expansion of the front parking lot for employee cars and visitors is included. Entrance and exit to Sunnyside School Rd. that lines up with Bent Tree Drive and an overall renovation to the existing building areas are to be designed.

Additionally, the Public Safety Department has a need to locate some functions to this location. The Public Safety needs are for a warehouse facility of approximately 6,500 square feet to store vehicles, bike patrol, and indoor parking for the command vehicle and the radar trailers. The function would be mostly vehicle and equipment storage; however, the thought is to design a flex space area where vehicles could be removed, and the space used for defensive tactics or similar training of officers.

On September 3, 2024, the City Council by Resolution 65-2024 hired SFS Architecture through a Request for Qualification (RFQ) process to provide design services for the renovation and expansion of the Public Works Operation Building. SFS and City staff have been identifying the programming needs and have begun block diagram and space analysis. The design work is now at the point where the construction manager is required to be engaged for design and constructability assistance along with pricing and scoping the construction project.

Construction management models were evaluated, and it was determined the best method to construct the facility would be to use the Construction Manager at Risk (CMAR) model. On October 7, the City Council adopted Resolution 78-2024 approving the use of this delivery method for the Public Works Operation Building Renovation and Expansion project. CMAR is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The CMAR provides professional services and acts as a consultant to the owner in the design development and construction phases. Often, the CMAR also provides some of the actual construction of the project depending on the availability of bidders and the expertise the company has. In addition to acting in the owner's interest, the CMAR must manage and control construction costs to not exceed the GMP because contractually any costs exceeding the GMP that are not change orders are the financial liability of the CMAR.

This model requires the Construction Manager to be brought on during the design phase of the project, allowing the CMAR to be involved in the design. Staff developed an RFQ for contractors to submit qualified proposals, from the qualification submittals, three firms were selected to be interviewed based on their specific qualification on similar projects and team members provided. A committee of five staff members then interviewed the three firms, scoring each firm on approach, budget estimating and value approach, construction schedule and cost controls, preconstruction management, superintendent qualifications and collaboration. At the interviews, the firms also provided their fees for preconstruction services, General Conditions, and percentage of actual construction cost. The firms were scored on the interview first, then the fees were opened and scored. All points awarded through the process were totaled and discussion of the firms were held. The committee selected Newkirk Novak Construction Partners, Inc. to recommend as the CMAR.

The CMAR method requires the contract with Newkirk Novak Construction Partners, Inc. to be brought at this time with the pre-construction services cost. The fee for this service from Newkirk Novak Construction Partners, Inc. is $10,000. Once the construction documents are complete, Newkirk Novak Construction Partners, Inc. will then bid the project and an amendment to the contract will be brought back to include GMP (Guaranteed Maximum Price) to construct the facility at a later date in 2025 The design development and construction documents will take approximately 7 - 9 months to
complete. The current timeline for completion of the project is to be constructed and operational in late 2026.

Staff recommends approval of the contract with Newkirk Novak Construction Partners, Inc. in the amount of $10,000.00 for preconstruction services with an amendment to the contract for construction services to be brought back at a later date in 2025.

FINANCIAL IMPACT

Contractor:	Newkirk Novak Construction Partners, Inc. 11200 W. 79th Street Lenexa, KS 66214
Amount of Request/ Contract:	$10,000.00
Amount Budgeted:	$ 6,483,354.05
Budget Year:	FY2024-25
Funding Source/Account #:	430-75000-543200 BF-19 - $1,150 460-75000-543200 BF-19 - $5,270 155-77000-542400 PS-15 - $3,580
Account Balance:	$1,000,000 - 155-77000-542400 PS-15 $1,306,400 - 430-75000-543200 BF-19 $1,959,600 - 460-75000-543300 BF-19 Date: 12/23/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 7, 2025	January 31, 2027
Years and Months Contract in effect	**Number of times renewable**
2 years, 1 month	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit 1.

REVIEWED BY:

Requesting Director: ***Dennis Dovel/Bob Muenz***	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:	☐	
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:	☒	Newkirk Novak Construction Partners, Inc. 11200 W. 79th St. Lenexa, KS, 66214 Lynn Newkirk 816-651-4005 Lynn.newkirk@newkirknovak.com
Project Exemption Certificate needed:	☒	
Other:	☐	

Resolution No. 08-2024

A RESOLUTION APPROVING A CONTRACT WITH NEWKIRK NOVAK CONSTRUCTION PARNTERS, INC. FOR PRECONSTRUCTION SERVICES RELATED TO THE RENOVATION AND EXPANSION OF THE BLUE SPRINGS PUBLIC WORKS OPERATION BUILDING

WHEREAS, due to an increase in employees and equipment it is necessary to expand and modify the Public Works Operation Facility (the "Project"); and

WHEREAS, the Public Works Department developed a Request for Qualifications to recommend a Construction Manager at Risk contractor for the Project; and

WHEREAS, the Department received five proposals and selected three firms to interview to determine the best firm to conduct the construction of the Public Works Operation facility; and

WHEREAS, the committee selected Newkirk Novak Construction Partners, Inc. to perform preconstruction services and construction services for the Project; and

WHEREAS, the Department recommends awarding a contract with Newkirk Novak Construction Partners, Inc. to provide construction services for the renovation and expansion of the Blue Springs Public Works Operation Building Renovation and Expansion project for an amount of $10,000 for preconstruction services. Once the construction documents are complete, an amendment will be in order to include the Guaranteed Maximum Price to construct the facility.

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 Newkirk Novak Construction Partners, Inc. for pre-construction and construction services for the Public Works Operation Facility project in the amount of $10,000. A copy of the proposed Contract is attached hereto as Exhibit "1" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 21st day of January 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Blue Springs
903 W. Main Street
Blue Springs, MO 64015
Telephone Number: 816-228-0265

and the Construction Manager:
(Name, legal status, address, and other information)

Newkirk Novak Construction Partners, Inc.
15345 W. 87th Street Parkway
Lenexa, KS 66219

for the following Project:
(Name, location, and detailed description)

Blue Springs Public Works Renovation & Expansion
500 SE Sunnyside School Road, Blue Springs, MO 64014

The Architect:
(Name, legal status, address, and other information)

SFS Architecture
2100 Central Street, Suite 31
Kansas City, Missouri 64108
Telephone Number: 816-474-1397

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Renovation and expansion of the Public Works operations facility, including but not limited to, offices, training room, locker/restrooms, shop space, fleet maintenance bays, police department shop and storage, exterior covered storage, parking and general site work.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Exhibit D for Site diagram including size, location, and boundaries. All other characteristics noted are to be determined.

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

To be Determined.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be Determined.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

To be Determined.

§

(Paragraphs Deleted)

1.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Dennis Dovel
903 W. Main Street
Blue Springs, MO 64015
Telephone Number: 816-228-0265

Email Address: ddovel@bluespringsgov.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

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To be Determined.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

(Paragraph Deleted)

.2 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Surveyor: Olsson Associates

§ 1.1.10 The Architect's representative:
(List name, address, and other contact information.)

Kelly C. Stindt, AIA
2100 Central Street, Suite 31
Kansas City, Missouri 64108
Telephone Number: 816-474-1397

Email Address: kstindt@sfsarch.com

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Lynn Newkirk
15345 W. 87th Street Parkway
Lenexa, KS 66214

Mobile Number: 816-651-4005
Email Address: lynn.newkirk@newkirknovak.com

§ 1.1.12 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.13 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.14 Other Initial Information on which this Agreement is based:

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, and all exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by

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the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

(Paragraph Deleted)

§ 3.1.10 Subcontractors and Suppliers

§ 3.1.10.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.10.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.10.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.11 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.12 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

(Paragraphs Deleted)

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§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

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§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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A lump sum of Ten Thousand dollars ($10,000.00).

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Nine (9) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly or 18% annually.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Two and one-quarter percent (2.25%) of the estimated Guaranteed Maximum Price.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For changes in the Work, the Construction Manager's Fee shall remain equal to Two and one-quarter percent (2.25%) of the Cost of Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten percent (10%).

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One hundred percent (100.00 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

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(Insert terms and conditions for liquidated damages, if any.)

NA

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

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§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.) Ref. Personnel Rate Exhibit A.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes , insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 so long as the GMP is not changed as a result of bonus and profit sharing

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification .

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

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§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval ;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase .

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ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

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§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the First day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

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.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

The Construction Manager's Fee, general conditions costs, insurance rates, bond rates (if applicable), and subcontractor default insurance.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Five percent (5%) at 50 percent (50%) completion.

§ 11.1.8.3

(Paragraph Deleted)

Upon Substantial Completion of the Work, the Owner, Architect and Construction Manager shall conduct a joint walkthrough so that the parties can identify items of Work to be completed or corrected prior to final payment as set forth in Section 9.8.2 of AIA Document A201-2017 (the "Punch List"). Retainage shall thereafter be adjusted to an amount equal to one hundred fifty percent (150%) of the value of the Work remaining to be completed pursuant to the Punch List. The valuation of the Punch List shall be based upon the Construction Manager's reasonable assessment of the costs to complete each item of the Work as identified on the Punch List.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work,

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the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5 % monthly

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

(Paragraph Deleted)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

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§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

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.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

20% of the Construction Manager's fee, pursuant to section 6.1.2 herein, remaining at the time of the Owner's termination for convenience.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and 2,000,000.00 ($ Two Million Dollars and Zero Cents) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

(Paragraphs Deleted)

Prevailing Wages

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14.4.1 The Construction Manager shall pay all workers performing work under the Contract not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the Specification for Work under the Contract.

14.4.2 The Owner may, at any time, request and inspect the Construction Manager's payrolls for the Project to verify compliance with prevailing wage laws and regulations.

14.4.3 Any change in the prevailing hourly rate of wages or court decision shall not be in the basis of any Claim by the Construction Manager.

14.4.4 The Construction Manager shall post prevailing wage rates on the Project in an accessible place on the Project site.

14.4.5 The Construction Manager shall forfeit a penalty to the contracting public body of One Hundred Dollars (100.00) per day (or portion of a day) for each worker that is paid less than the prevailing rate for any Work done under the Contract by the Construction Manager or by any Subcontractor.

14.4.6 The Construction Manager and all Subcontractors must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo., unless such employee has previously completed the program and has documentation evidencing completion. The Construction Manager shall forfeit a penalty to the contracting public body of Two Thousand Five Hundred Dollars ($2,500.00), plus an additional One Hundred Dollars ($100.00), for such employee employed by the Construction Manager or Subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

14.4.7 The Construction Manager and all Subcontractors shall file with the Owner an Affidavit of Compliance, in the form attached as Exhibit C, verifying compliance with all requirements of the prevailing wage law. Such Affidavit of Compliance from the Contractor and each Subcontractor shall be a condition precedent to the Contractor's right to final payment.

14.5 Discrimination. The Construction Manager 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 the Construction Manager or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

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

14.7 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 reference statue.

14.8 Nonresident/Foreign Contractors. The Construction Manager shall procure and maintain during the life of this Contract:

.1 If the Construction Manager 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).

.2 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.

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14.9 General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Construction Manager 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 Construction Manager will retain sole and absolute discretion in the judgement of the manner and means of carrying out the Construction Manager's activities and responsibilities hereunder. The Construction Manager 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. The Contract shall not be construed as creating any joint employment relationship between the Contruction Manager and the City, and the City will not be liable for any obligation incurred by the Construction Manager, including by not limited to unpaid minimum wages and/or overtime premiums.

(Paragraph Deleted)

14.10 City Benefits. The Construction Manager 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.

14.11 Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this Contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any Subcontractors of the business entity, shall, by sworn affidavit (set forth in Exhibit D herein) 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 sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Subcontractor shall provide similar affidavits and documentation to the Construction Manager at the time of the Subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electric 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.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- **.1** AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- **.2** AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- **.3** AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- **.4** AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraph Deleted)

- **.6** Other Exhibits:
  (Check all boxes that apply.)

(Paragraph Deleted)

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Exhibit C, Affidavit of
Compliance with Prevailing Wage
Law

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

(Paragraphs Deleted)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Christine Caters, City Administrator	Lynn Newkirk
(Printed name and title)	*(Printed name and title)*

Approved as to Form:

James A. Newell, Assistant City Attorney

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Additions and Deletions Report for

AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

City of Blue Springs
903 W. Main Street
Blue Springs, MO 64015
Telephone Number: 816-228-0265

...

Newkirk Novak Construction Partners, Inc.
15345 W. 87th Street Parkway
Lenexa, KS 66219

...

Blue Springs Public Works Renovation & Expansion
500 SE Sunnyside School Road, Blue Springs, MO 64014

...

SFS Architecture
2100 Central Street, Suite 31
Kansas City, Missouri 64108
Telephone Number: 816-474-1397

PAGE 2

TABLE OF ARTICLES

...

Renovation and expansion of the Public Works operations facility, including but not limited to, offices, training room, locker/restrooms, shop space, fleet maintenance bays, police department shop and storage, exterior covered storage, parking and general site work.

...

See Exhibit D for Site diagram including size, location, and boundaries. All other characteristics

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noted are to be determined.

PAGE 3

To be Determined.

...

To be Determined.

...

To be Determined.

...

~~§1.1.6 The Owner's anticipated Sustainable Objective for the Project:~~

...

~~*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*~~

...

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234 2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234 2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

~~§ 1.1.7~~ 1.1.6 Other Project information:

...

§ ~~1.1.8~~ 1.1.7 The Owner identifies the following representative in accordance with Section 4.2:

...

Dennis Dovel
903 W. Main Street
Blue Springs, MO 64015
Telephone Number: 816-228-0265

Email Address: ddovel@bluespringsgov.com

...

§ ~~1.1.9~~ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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To be Determined.

...

§ ~~1.1.10~~ 1.1.9 The Owner shall retain the following consultants and contractors:

...

To be determined.

...

~~.2 Civil Engineer:~~

...

~~.3~~ .2 Other, if any:

...

Surveyor: Olsson Associates

...

§ ~~1.1.11~~ 1.1.10 The Architect's representative:

...

Kelly C. Stindt, AIA
2100 Central Street, Suite 31
Kansas City, Missouri 64108
Telephone Number: 816-474-1397

Email Address: kstindt@sfsarch.com

...

§ ~~1.1.12~~ 1.1.11 The Construction Manager identifies the following representative in accordance with Article 3:

...

Lynn Newkirk
15345 W. 87th Street Parkway
Lenexa, KS 66214

Mobile Number: 816-651-4005
Email Address: lynn.newkirk@newkirknovak.com

...

§ ~~1.1.13~~ 1.1.12 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

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...

§ ~~1.1.14~~ 1.1.13 The Owner's requirements for subcontractor procurement for the performance of the Work:

...

§ ~~1.1.15~~ 1.1.14 Other Initial Information on which this Agreement is based:

PAGE 5

The Contract Documents consist of this Agreement, and all exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

PAGE 7

~~§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

...

§ ~~3.1.11~~ 3.1.10 **Subcontractors and Suppliers**

...

§ ~~3.1.11.1~~ 3.1.10.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

...

§ ~~3.1.11.2~~ 3.1.10.2 The Construction Manager shall develop bidders' interest in the Project.

...

§ ~~3.1.11.3~~ 3.1.10.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

...

§ ~~3.1.12~~ 3.1.11 **Procurement**

...

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§ ~~3.1.13~~ 3.1.12 Compliance with Laws

...

~~§ 3.1.14 Other Preconstruction Services~~

...

~~Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document~~

...

~~*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*~~

PAGE 11

A lump sum of Ten Thousand dollars ($10,000.00).

...

~~§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.~~

...

~~*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*~~

...

~~Individual or Position~~ ~~Rate~~

...

~~§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.~~

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Nine (9) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

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§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

1.5 % monthly or 18% annually.

...

Two and one-quarter percent (2.25%) of the estimated Guaranteed Maximum Price.

...

For changes in the Work, the Construction Manager's Fee shall remain equal to Two and one-quarter percent (2.25%) of the Cost of Work.

...

Ten percent (10%).

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One hundred percent (100.00 %) of the standard rental rate paid at the place of the Project.

PAGE 12

NA

PAGE 13

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.) *Ref. Personnel Rate Exhibit A.*

...

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for ~~taxes,~~ taxes , insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through ~~7.2.3.~~7.2.3 so long as the GMP is not changed as a result of bonus and profit sharing

...

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a ~~Modification.~~Modification .

PAGE 15

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior ~~approval;~~approval ;

...

.9 Costs for services incurred during the Preconstruction ~~Phase.~~Phase .

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PAGE 17

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the First day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 18

Ten percent (10%)

...

The Construction Manager's Fee, general conditions costs, insurance rates, bond rates (if applicable), and subcontractor default insurance.

...

Five percent (5%) at 50 percent (50%) completion.

...

§ 11.1.8.3 ~~Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~

...

~~*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*~~

...

Upon Substantial Completion of the Work, the Owner, Architect and Construction Manager shall conduct a joint walkthrough so that the parties can identify items of Work to be completed or corrected prior to final payment as set forth in Section 9.8.2 of AIA Document A201-2017 (the "Punch List"). Retainage shall thereafter be adjusted to an amount equal to one hundred fifty percent (150%) of the value of the Work remaining to be completed pursuant to the Punch List. The valuation of the Punch List shall be based upon the Construction Manager's reasonable assessment of the costs to complete each item of the Work as identified on the Punch List.

PAGE 20

1.5 % monthly

...

[X] Litigation in a court of competent jurisdiction

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...

~~[ ] Other: *(Specify)*~~

PAGE 22

20% of the Construction Manager's fee, pursuant to section 6.1.2 herein, remaining at the time of the Owner's termination for convenience.

PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and 2,000,000.00 ($ Two Million Dollars and Zero Cents) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) policy limit.

...

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

...

~~**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~

...

~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

...

Prevailing Wages

14.4.1 The Construction Manager shall pay all workers performing work under the Contract not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the Specification for Work under the Contract.

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14.4.2 The Owner may, at any time, request and inspect the Construction Manager's payrolls for the Project to verify compliance with prevailing wage laws and regulations.

14.4.3 Any change in the prevailing hourly rate of wages or court decision shall not be in the basis of any Claim by the Construction Manager.

14.4.4 The Construction Manager shall post prevailing wage rates on the Project in an accessible place on the Projec t site.

14.4.5 The Construction Manager shall forfeit a penalty to the contracting public body of One Hundred Dollars (100 .00) per day (or portion of a day) for each worker that is paid less than the prevailing rate for any Work done under t he Contract by the Construction Manager or by any Subcontractor.

14.4.6 The Construction Manager and all Subcontractors must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo., unless such employee has previo usly completed the program and has documentation evidencing completion. The Construction Manager shall forfeit a penalty to the contracting public body of Two Thousand Five Hundred Dollars ($2,500.00), plus an additional One Hundred Dollars ($100.00), for such employee employed by the Construction Manager or Subcontractor, for each c alendar day, or portion thereof, such employee is employed without the required training.

14.4.7 The Construction Manager and all Subcontractors shall file with the Owner an Affidavit of Compliance, in th e form attached as Exhibit C, verifying compliance with all requirements of the prevailing wage law. Such Affidavit of Compliance from the Contractor and each Subcontractor shall be a condition precedent to the Contractor's right to final payment.

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

14.6 Occupational License. The Construction Manager shall obtain and maintain an occupational license with the C ity of Blue Springs, Missouri, if required by the City Code and any required state or federal license. The cost for this occupational license shall be borne by the Construction Manager. The Construction Manager shall not purchase mat erials or begin work on this Contract until this occupational license has been obtained.

14.7 American Made Products. Pursuant RSMo 34.353, as amended, if this Contract is for more than $25,000.00, an d is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for co nstruction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities use d 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 ref erence statue.

14.8 Nonresident/Foreign Contractors. The Construction Manager shall procure and maintain during the life of this Contract:

.1 If the Construction Manager 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).

PAGE 24

.2 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.

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14.9 General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Construction Manager 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 Construction Manager will retain sole and absolute discretion in the judgement of the manner and means of carrying out the Construction Manager's activities and responsibilities hereunder. The Construction Manager 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. The Contract shall not be construed as creating any joint employment relationship between the Contruction Manager and the City, and the City will not be liable for any obligation incurred by the Construction Manager, including by not limited to unpaid minimum wages and/or overtime premiums.

PAGE 25

~~§ 14.5 Other provisions:~~

...

14.10 City Benefits. The Construction Manager 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.

...

14.11 Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this Contract, awarded to a business entity, is
in excess of five thousand dollars, the business entity, and any Subcontractors of the business entity, shall, by sworn affidavit (set forth in Exhibit D herein) 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 sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Subcontractor shall provide similar affidavits and documentation to the Construction Manager at the time of the Subcontractor is hired pursuant to Section 15 CSR 60-
15.020. A federal work authorization program is any of the electric 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.

...

~~.5 Building Information Modeling Exhibit, if completed:~~

...

~~[ ] AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~

PAGE 26

~~(Insert the date ofthe E234-2019 incorporated into this Agreement.)~~Exhibit C, Affidavit of

...

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Compliance with Prevailing Wage

...

Law

...

~~.7 Other documents, if any, listed below:~~

...

~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~

...

Christine Caters, City Administrator

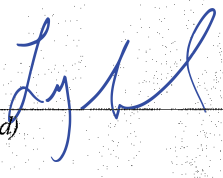
Lynn Newkirk

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:26:56 ET on 01/14/2025 under Order No. 4104244639 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

1-15-2025

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Blue Springs Public Works Renovation & Expansion
500 SE Sunnyside School Road, Blue Springs, MO 64014

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

SFS Architecture
2100 Central Street, Suite 31
Kansas City, Missouri 64108

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's

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sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, , and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the

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Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals .

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

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responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer

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or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by

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and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, including those related to or caused by Covid 19 or any virus, or contagion unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 If as a direct or indirect result of COVID-19, or any virus, disease or contagion similar to or arising out of COVID-19, this project is delayed, disrupted, suspended, or otherwise impacted, such as (1) disruptions to material and/or equipment procurement; (2) illness of any subcontractor workforce currently working on the Work at the time of the disruption; (3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner restrictions and/or directives; then Construction Manager shall be entitled to an equitable adjustment to the contract sum, schedule and duration to account for such impacts. However, in no case shall any delay, disruption, suspension or other impact extend past the time necessary to comply with any quarantine, order, closure, mandate, restriction and/or directives, or to promptly address the COVID-19 reason addressed under this Paragraph which necessitates the delay.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1)

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made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an

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obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If

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the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor,

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Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused. Associated deductibles shall not be the responsibility of the Contractor.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for Owner will contract with and shall bear the cost of testing., or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 120 days in any 365-day period,

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials,

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

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.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract .

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the

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Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the

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parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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PAGE 1

Blue Springs Public Works Renovation & Expansion
500 SE Sunnyside School Road, Blue Springs, MO 64014

...

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

...

SFS Architecture
2100 Central Street, Suite 31
Kansas City, Missouri 64108

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ARTICLE 1 GENERAL PROVISIONS

PAGE 14

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, ~~shall take field measurements of any existing conditions related to that portion of the Work,~~ , and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of ~~submittals.~~submittals .

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The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or ~~Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.~~Architect.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect ~~or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate~~ review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, including those related to or caused by Covid 19 or any virus, or contagion unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

...

§ 8.3.4 If as a direct or indirect result of COVID-19, or any virus, disease or contagion similar to or arising out of COVID-19, this project is delayed, disrupted, suspended, or otherwise impacted, such as (1) disruptions to material and/or equipment procurement; (2) illness of any subcontractor workforce currently working on the Work at the time of the disruption; (3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner restrictions and/or directives; then Construction Manager shall be entitled to an equitable adjustment to the contract sum, schedule and duration to account for such impacts. However, in no case shall any delay, disruption, suspension or other impact extend past the time necessary to comply with any quarantine, order, closure, mandate, restriction and/or directives, or to promptly address the COVID-19 reason addressed under this Paragraph which necessitates the delay.

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused. Associated deductibles shall not be the responsibility of the Contractor.

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§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for ~~such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner,~~ Owner will contract with and shall bear the cost of testing., or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than ~~100 percent of the total number of days scheduled for completion, or~~ 120 days in any 365-day period,~~whichever is less.~~

...

.1 Exclude the Contractor from the site and take possession of all materials,~~equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~

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.2 that an equitable adjustment is made or denied under another provision of the ~~Contract.~~Contract .

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:27:20 ET on 01/14/2025 under Order No. 4104244639 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

President

(Title)

1-15-2025

(Dated)

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AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Blue Springs Public Works Renovation & Expansion
500 SE Sunnyside School Road, Blue Springs, MO 64014

THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Newkirk Novak Construction Partners
15345 W. 87th Street Parkway
Lenexa, KS 66219

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents.

Init.
/

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§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

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[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Christine Cates, City Administrator	Lynn Newkirk
(Printed name and title)	*(Printed name and title)*

Approved as to Form:

James A. Newell, Assistant City Attorney

Init.

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PAGE 1

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500 SE Sunnyside School Road, Blue Springs, MO 64014

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

...

Newkirk Novak Construction Partners
15345 W. 87th Street Parkway
Lenexa, KS 66219

PAGE 4

Christine Cates, City Administrator

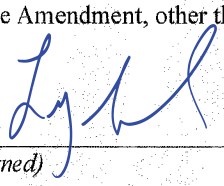
Lynn Newkirk

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Certification of Document's Authenticity

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(Signed)

President

(Title)

1-15-2025

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Blue Springs Public Works Renovation & Expansion
500 SE Sunnyside School Road, Blue Springs, MO 64014

THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Newkirk Novak Construction Partners
15345 W. 87th Street Parkway
Lenexa, KS 66219

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] § B.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] § B.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($) each occurrence, ($) general aggregate, and ($) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

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.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ($) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

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§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

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[ ] **§ B.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:26:36 ET on 01/14/2025.

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Blue Springs Public Works Renovation & Expansion
500 SE Sunnyside School Road, Blue Springs, MO 64014

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

...

Newkirk Novak Construction Partners
15345 W. 87th Street Parkway
Lenexa, KS 66219

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CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
January 21, 2025

EXHIBITS FOR PUBLIC HEARING

TOMMY'S EXPRESS CAR WASH REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN

(RZ-11-24-9418 & PDC-11-24-9419)

EXHIBIT #1 City Council Information Form dated January 14, 2025 with the following attachments: Staff Report with attachments: Application with attachments; Affidavit of Publication in the Examiner on December 29, 2024; 185' Notification Map; Names/addresses of property owners within 185 ft of site; Copy of letter sent to said property owners; Title IV, Land Use Section-Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference); Bill approving Rezoning and the Planned Development Concept Plan with Planned Development Standards attached as Exhibit A and Planned Development Concept Plan attached as Exhibit B

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 14, 2025

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

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

ISSUE/REQUEST

A public hearing is being held at the request of the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, for consideration to rezone from "GB" (General Business) to "PD-C" (Planned Development-Commercial) for the property located at 509 NW 7 Highway (RZ-11-24-9418). The applicant also requests approval of a Planned Development Concept Plan for Tommy's Express Car Wash to allow for the demolition of the current site and development of an express car wash (PDC-11-24-9419). Upon Conclusion of the public hearing, a Bill rezoning the property to "PD-C" (Planned Development-Commercial) and approving the Planned Development Concept Plan will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval to rezone the subject property from "GB" (General Business) to "PD-C" (Planned Development-Commercial) for the property located 509 NW 7 Highway. The applicant is requesting approval of a Planned Development Concept Plan (PDC) to allow development of an express tunnel car wash. The "PD-C" zoning permits all uses allowed under the "GB" (General Business) zoning at the time of development, with the inclusion of "Car Wash" as an additional use and the exclusion of certain uses deemed inappropriate for "GB" (General Business) at this location and detailed below.

As part of the Planned Development (PD) standards, the applicant is proposing the following:

- The site will allow all land uses allowed in the "GB" (General Business) zoning with the addition of a "Car Wash" and the exclusion of the uses below:
    1. Marijuana/Cannabis-related uses
    2. Adult entertainment uses
    3. Bar/Tavern Establishment uses
    4. Manufacturing

The Planning Commission held a Public Hearing on Monday, January 13, 2025, and voted to recommend approval of the Rezoning and Planned Development Concept Plan. The Planning Commission also approved the Preliminary Plat for Tommy's Express Car Wash on January 13, 2025.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 21, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Rezoning application.

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

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the Unified Development Code, unless modified by the Planned Development.
   a. Reduce the side setback on the North from the required 10-ft to 3-ft.
   b. Waive the transparency requirement for a Pad Site building.
   c. Waive the requirement for a primary entrance for a Pad Site building.
   d. Decrease the required buffers on the West, Southwest, and East sides of the site.
   e. Eliminate the requirement for a 6-ft tall solid privacy fence adjacent to the "SF-7" zoning along the Southwest portion of the site.
2. The PD Standards shall permit all land uses allowed in the "GB" (General Business) zoning district at the time of development with the addition of the Car Wash land use and exclusion of land uses as stipulated in PD Standards.
3. Any proposed improvements and impacts on MO 7 Highway identified in the Traffic Impact Study must be reviewed and approved by MoDOT.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	January 13, 2025
Action:	Recommended approval of the Rezoning: 5 aye, 2 no Recommended approval of the Planned Development Concept Plan with three conditions: 5 aye, 2 no

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments: Application with attachments; Affidavit of Publication in the Examiner on December 29, 2024; 185' Notification Map; Names/addresses of property owners within 185 ft of site; Copy of letter sent to said property owners; Title IV, Land Use Section-Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference)
2. Bill approving Rezoning and the Planned Development Concept Plan with Planned Development Standards attached as Exhibit A and Planned Development Concept Plan attached as Exhibit B

REVIEWED BY:

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

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: January 13, 2025 City Council: January 21, 2025
Project Name:	***Tommy's Express Car Wash***
Site Location:	509 NW 7 Hwy.
Project Request:	RZ-11-24-9418; Rezoning from "GB" (General Business) to "PD – C" (Planned Development – Commercial) PDC-11-24-9419; PD Concept Plan to allow for development of an express tunnel-style car wash PP-11-24-9420; Preliminary Plat for one (1) lot on 0.74 +/- acres

Applicant: Kevin Uhl | Frontier Investments
Property Owner: Philip Zou
Staff Planner: Shantele Frie | Associate Planner

Project Description: The applicant is requesting approval to rezone the subject property from "GB" (General Business) to "PD – C" (Planned Development – Commercial) for the property located at 509 NW 7 Highway. The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for the development of an express tunnel carwash. The "PD-C" zoning permits all uses allowed under the "GB" (General Business) zoning at the time of development, with the inclusion of "Car Wash" as additional uses and the exclusion of certain uses deemed inappropriate for "GB". The final request is for approval of a Preliminary Plat for one (1) lot on 0.74 +/- acres.

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

Previous Actions:

Date	Review Body	Action
05/13/2024	Planning Commission	Recommend approval of Rezoning (RZ-03-24-9093), Planned Development Concept Plan (PDC-03-24-9095), and Preliminary Plat (PP-03-24-9094)
08/19/2024	City Council	Denied approval of Rezoning (RZ-03-24-9093), Planned Development Concept Plan (PDC-03-24-9095), and Preliminary Plat (PP-03-24-9094)

Future Applications: The Rezoning, PD Concept Plan, and Preliminary Plat will be reviewed concurrently. Future applications required include the PD Final Plan/Site Plan

Design Review and Final Plat. The Final Plat must be approved and recorded at Jackson County prior to the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"GB" (General Business)	Bank or Financial Institution
South:	"GB" (General Business) & "SF-7" (Single-Family)	Bank or Financial Institution
East:	"GB" (General Business Development)	Mid-Size Retail
West:	"SO" (Service Office)	Office, Small

REZONING ANALYSIS

Existing Zoning: "GB" (General Business)
Existing Land Use: Vacant
Proposed Zoning: "PD – C" (Planned Development – Commercial)
Proposed Land Use: Car Wash

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

The Comprehensive Plan designates the subject property as *Neighborhood*, which is defined as:

> *Areas for residential living arranged in a connected pattern of streets and blocks to provide access to civic and neighborhood amenities. Neighborhoods are primarily detached houses, but can include integration of different housing types, institutional/civic uses and spaces, or micro-commercial uses that support the neighborhood pattern and scale. Connection to Gathering Places or Neighborhood Centers is important to access daily services and meet daily needs.*

Rezoning: The intent of the "PD" zoning district is defined in Section 404.260, as follows:

> *There exist in the City parcels where the zoning regulations contained in the categorical districts listed in the UDC may not provide for the development of innovative projects desired by property owners and providing general benefit to the City as a whole. To allow for innovative development projects in a way that can assist in the implementation of the City's Comprehensive Plan and other development goals and objectives, a Planned Development (PD District) District is provided as a special zoning district that may be used in these instances. The intent of the PD District is to encourage unique and high-quality neighborhood, commercial or mixed-use development through an integrated development plan that provides flexibility to the standard zoning district regulations. The use of the PD District can enhance the quality of development and amenities, improve the design of the public realm, increase compatibility between adjacent uses and developments, and reduce negative impacts by using techniques such as: large-scale developments; efficient use of land; innovative and imaginative architectural*

approaches; design and site planning standards; conservation and preservation of natural resources; urban amenities; and greater open space.

Through the PD, the development will allow all land uses allowed within the "GB" (General Business) zoning district at the time of development with the addition of the "Car Wash" land use. Any development Standards not specified by the PD will be required to comply with the Blue Springs Unified Development Code at the time of development.

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

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

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

   STAFF RESPONSE: The proposed rezoning is in accordance with the 2014 Comprehensive Plan which classifies the subject property as providing Neighborhoods with Distinct Destinations and a service to the nearby residents. The proposed development should fit well with the existing land uses as they are mostly auto-dominant uses.

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

   STAFF RESPONSE: The intent of the PD zoning district is to encourage innovative, unique, and high-quality developments. The proposed development provides an innovative way to achieve the goal of providing a land use without rezoning to a higher intensity zoning district. The proposed development aligns with the "GB" (General Business) zoning district regulations, incorporating a car wash and excluding certain uses deemed inappropriate for "GB". This approach ensures compatibility with the adjacent "GB" zoning districts.

3. The precedents that might result from approval or denial of the application, and the possible effects of such precedents on the character of the area, and in particular the building form, site design, and other development patterns and urban design aspects that accompany precedents for the proposed district.

   STAFF RESPONSE: Approval of the rezoning application would set a precedent that could encourage redevelopment of vacant property along 7 Highway. Denial of the rezoning application would result in the property

remaining vacant and entirely out of compliance with the Unified Development Code.

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

   STAFF RESPONSE: The subject property can be developed under the requirements of the UDC; however, the applicant is requesting modifications through a PD Concept Plan. Staff believes that all requested modifications are warranted due to the existing conditions of the site and the adjacent developments.

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

   STAFF RESPONSE: City utilities and services will be able to serve the proposed development. A 16" water main runs along the east side of MO 7 and there is sanitary sewer to the east of the proposed development. Staff believes other utilities and services will be able to serve the proposed development as well (Central Jackson County Fire Protection District).

6. The effect of approval on the condition or value of property in the City or in the vicinity, including the likelihood of surrounding areas to be developed in accordance with the Comprehensive Plan.

   STAFF RESPONSE: Staff believes approval of this rezoning will not negatively impact the condition or value of the property of surrounding areas or the ability to be developed in accordance with the Comprehensive Plan. The investment in the site and in the city is likely to have a positive impact on the surrounding area by eliminating a vacant property.

7. The requested zoning change is justified by a change in conditions since the existing zoning was designated or by an error in the current designation.

   STAFF RESPONSE: The requested zoning change is justified by a change in conditions since the existing zoning was designated. The uses allowed in the "GB" (General Business) zoning district have changed over time and many of the uses are auto-dominant uses. A car wash land uses requires a Conditional Use Permit approval even in higher intensity zoning districts in order to ensure the use is appropriate in the proposed location. Due to 7 Highway containing auto-dominant uses and this site in particular being between two (2) sites that both contain drive-thrus, the car wash land use seems appropriate within the proposed PD which will follow the "GB" (General Business) zoning regulations.

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

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

9. The recommendations of professional staff.

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

PD CONCEPT PLAN & PLAT ANALYSIS

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

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

- The site will allow all land uses allowed in the "GB" (General Business) zoning district except the following:
  - Marijuana/Cannabis-related uses
  - Adult Entertainment uses
  - Bar/Tavern Establishment uses
  - Manufacturing
- The applicant is proposing to add the use of the "Car Wash" land use.
- The site will conform to the "GB" (General Business) zoning district regulations and the "Pad Site" building type regulations unless otherwise stated.
- Any standards not specified will revert to the Blue Springs Unified Development Code in effect at the time of development.

Preliminary Plat Requirements: The proposed Preliminary Plat meets the minimum standards described in the Unified Development Code (UDC) Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Preservation: The 0.74 +/- acre property is currently developed and is almost entirely impervious. Through the redevelopment of the site, the applicant is proposed additional areas for landscaping and greenspace which will result in a slight decrease of the existing hardscape.

Phasing: The property is proposed to be developed in one (1) phase. **A PD Final Plan/Site Plan Design Review and a Final Plat will be required prior to the issuance of building permits.**

Modifications Requested: The applicant is proposing the following modifications through the Planned Development related to either the building type ("Pad Site") or zoning district ("GB" – General Business) regulations and development standards:

- **Per UDC Section 405.030, Non-Residential Building Type Standards, request to reduce the side setback on the north from the required 10-ft. minimum to 3-ft.**
- **Per UDC Section 405.030, Non-Residential Building Type Standards, request to waive the transparency requirement due to the proposed building design and the nature of the business.**

- **Per UDC Section 405.030, Non-Residential Building Type Standards, request to waive the requirement for a primary entrance due to the proposed building design and the nature of the business.**
- **Per UDC Section 407.040, Site and Landscape Design, request to decrease the required buffers on the north, east, south, and west.**
  - **North landscape buffer shall be a minimum of 2.5 feet wide and shall require 30 plant units per 100 ft.**
  - **East landscape buffer shall be a minimum of 4.5 ft wide and shall require 30 plant units per 100 ft.**
  - **South landscape buffer shall be a minimum of 2.5 ft wide and shall require 30 plant units per 100 ft.**
  - **West landscape buffer shall be a minimum of 5 ft and shall require 30 plant units per 100 feet.**
- **Per UDC Section 407.040 (C), There shall be no minimum percentage of plant units from shade and ornamental trees. Shrubs and evergreen/ornamental groundcovers shall be allowed to count for all plant unit requirements in all buffers**
- **Per UDC Section 407.040, Site and Landscape Design, request to eliminate the requirement for a fence or berm along the south property line abutting SF-7 zoning.**

Streets & Sidewalks: The site design incorporates two access points along NW 7 Highway. The northern access point is designated as an entrance-only, allowing right-in movements exclusively, and will be clearly marked as "Entrance Only." The southern access point is restricted to right-out movements and will be labeled as "Exit Only" to mitigate potential conflicts arising from cross-traffic turns.

To reinforce this restriction, chevron striping will be applied to discourage unintended access movements at the southern egress. This striping is angled to guide vehicles into making right-turn exits only. Additionally, bollards will be installed in this area to further ensure compliance with the designated traffic flow.

The plans currently show a 5-ft. wide ADA compliant sidewalk along NW 7 Highway which meets the requirement.

Traffic: A traffic study for the proposed Tommy's Car Wash development was conducted on June 28, 2024, and submitted to MoDOT for review. MoDOT subsequently issued a letter of approval, confirming its acceptance of the traffic impact study.

Stormwater: There will not be any increase to the impervious surface area with this development. Therefore, a stormwater and water quality study will not be required per APWA 5600.

Sanitary Sewer: Gravity sanitary sewer is available along the east property line under MO 7. The sewer has capacity to convey flows generated from this development, but the developer is responsible for extending sewer within the property in order to serve this site. An engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer.

Land Use: The proposed land use is a "Car Wash" which is only allowed in "RC" (Regional Commercial) and "LI" (Light Industrial) with a Conditional Use Permit. The use is defined

as "a use primarily engaged in cleaning or detailing motor vehicles, whether self-service, automatic, or by hand."

Special Use Standards: Per UDC Section 405.050(A)(24), the following regulations shall apply to car washes:

a. Service bays and other vehicular use areas shall be designed so that they do not face any residential uses. The Director of Community Development may recommend, and the Planning Commission may approve an increase of the landscape buffer to protect neighboring residential property.

Staff Response: Neither the car wash entrance bay or the exit bay faces any residential uses.

Building Typology: As part of the PD Concept Plan, the Planned Development Standards will utilize the Pad Site building type. Below are the requirements and the proposed modifications highlighted in yellow.

Pad Site Building Standards

Standard	Requirement	Proposed
Frontage Width	75-ft min. to 200-ft. max.	150-ft.
Lot Area	7,500-sf. min.	32,234.4-sf.
Front Setback	0-ft. to 10-ft. on activity streets or when fronting on any part of the Civic Open Space System; 10-ft. to 45-ft. in all other cases	40.5-ft.
Side Setback	10-ft. min.	3-ft. min.
Rear Setback	20-ft. min., except 0-ft. min. for alley-loaded lots	51.3-ft.
Building Height	15-ft. to 30-ft.; up to 2 stories	29-ft.
Frontage Type	Terrace; frontage plaza; or enhanced streetscape frontage buffer edge limited to standard streets	Buffer Edge
Design & Performance Standards	Transparency = 50% to 80% at street level if located on an activity street, 30% or more if located on any other type of street; 30% to 50% on upper story regardless of street type. Primary entrance feature = 1 per building frontage on activity streets; side entrances may be permitted on other street types, provided there is a direct pedestrian connection to the entrance from the street frontage. Building coverage = 65% of lot area max. Parking shall generally be located behind the front building line with an exception	Transparency = not met Primary Entrance = not met Building coverage = 14% One parking stall is located in front of the front building line

	of up to 10% of the parking may be placed forward of the front building line. Non-residential design standards in Section **407.090** shall apply to all applications of this building type.	which is 5% of the provided parking.

The applicant is proposed modifications to the Pad Site building type standards through the PD. Staff is supportive of the request to decrease the side setback since it will just be for the canopy which is attached to the building making it part of the primary structure. However, since it is a canopy, the structure should not feel as though it is too close to the property line. Staff is also supportive of the requests to not meet the transparency requirements and the primary entrance requirements since the nature of the business, an automatic tunnel car wash, determines the design of the building. The primary entrance is not necessary, and the transparency is not feasible.

Parking: The plans provided show that all parking stalls and drive aisles will meet the requirements of the UDC. All parking stalls are proposed to be at least 9.5-ft. wide and 18.5-ft. long with 25-ft. wide drive aisles. The tables below provide the required parking for both identified land uses.

Land Use	Required	Provided
"Car Wash"	6 stacking spaces from the entrance	>6 stacking spaces from the entrance

In total, the entire site will have fourteen (14) parking stalls to be utilized with the vacuums, five (5) parking stalls for employees, and one (1) ADA stall. Car Washes are not required to provide parking stalls, just enough stacking from the entrance which is being met.

All bicycle parking will be reviewed with the PD Final Plan/Site Plan Design Review.

Pedestrian Access: The plans provided show all internal pedestrian access and all shown sidewalks meet the required widths per the UDC. All sidewalks adjacent to parking stalls are 8-ft. wide to accommodate vehicle overhang. There is not a pedestrian-oriented public entrance to the building, so a sidewalk connecting the entrance to the public realm is not required.

Open Space: There are no open space requirements for properties less than five (5) acres; however, open space landscaping is still required based on the square footage of the site.

Frontage & Landscaping: The applicant has provided a conceptual landscape plan. All final landscaping will be reviewed with the PD Final Plan/Site Plan Design Review. Below is a table outlining the requirements for the site.

Landscape Area	Required Units / PUs (plant units)
South buffer: Adj. to "GB" zoning & Adj. to "SF-7" zoning / No buffer required adj. to "GB" & Buffer C (25-ft. min) adj. to "SF-7"	60 PUs/100-ft. (27.71' x 0.60) = **17 PUs & 6-ft. Tall solid privacy fence or an undulating 4-ft. to 6-ft. earth berm with landscaping on top adj. to SF-7**
East buffer: Adj. to NW 7 Hwy. (arterial) / Buffer B (15-ft. min.)	45 PUs/100-ft. (153.64' x 0.45) = **69 PUs**
North buffer: Adj. to "GB" zoning / Not applicable	No buffer is required

West buffer: Adj. to "SO" zoning / Buffer A (7-ft. min.)	45 PUs/100-ft. (153.64' x 0.45) = **69 PUs**
Parking lot landscaping:	2 PUs per uncovered space x 21 spaces = **42 PUs**
Open Space:	1 PU/500-sf. of lot area (32,544-sf.) = **65 PUs**
Total:	**262 PUs**

Section 407.040, Site & Landscape Design, requires that developments utilizing "GB" (General Business) zoning install a 6-ft. tall solid privacy fence or an undulating 4-ft. to 6-ft. earth berm with landscaping on top when adjacent to "SF-7" (Single-Family) zoning. The applicant is requesting to waive that requirement since the "SF-7" zoned land is on the bank property and the zoning does not accurately reflect the current use since the bank property has two (2) different zoning designations.

The applicant is also requesting a reduction in the required buffers due to the size of the site and the proposed layout. The buffer on the west side of the site is required to be a minimum of 7-ft. in width and the applicant is proposing 5-ft. The buffer on the east is required to be at least 15-ft. wide and the applicant is proposing 4.5-ft. wide. The last reduction is in the southwest buffer adjacent to the "SF-7" zoning and the applicant is proposing 2.5-ft. wide which is standard when adjacent to "GB" zoning to help screen headlights. Staff is supportive of the requests because the site does not currently have any buffering and if the applicant were to meet all minimum buffering widths, the buildable area would drastically decrease.

Architectural Character: The proposed building is approximately 4,500-sf. and features a mix of metal panels and CMU blocks. The color palette consists of grays, red, and white and the design includes regulating lines along with curved lines to provide a retro-futuristic element. **All materials are required to comply with the Non-Residential Design Standards.**

Outdoor Lighting: Outdoor lighting will be reviewed with the PD Final Plan/Site Plan Design Review. All outdoor lighting must comply with the UDC requirements.

Signage: If the applicant wishes to install signs, an administrative sign permit must be obtained. If the proposed signs do not comply with the Sign Code, the applicant may request a Master / Alternative Sign Plan.

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

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

   STAFF RESPONSE: The plan is compatible with present development in the area and is not expected to have a significant, adverse effect on the surrounding area. This portion of 7 Highway consists of auto-dominant uses such as drive-thru restaurants and a drive-thru ATM just to the north.

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

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

efficiency and economy in the use of the land. The land is currently vacant and was previously utilized as a used car dealership. Redevelopment of the site could promote investment in vacant property along 7 Highway.

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

   STAFF RESPONSE: The proposed PD district is consistent with the overall direction, intent and policies of the Comprehensive Plan.

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

   STAFF RESPONSE: The plan reflects a creative and innovative design that is not well accommodated by any base zoning districts which is why a PD is the most appropriate approval process for the development. The rezoning to PD allows the "Car Wash" land use without allowing all other uses that would be involved in the "RC" (Regional Commercial) or "LI" (Light Industrial) zoning districts.

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

   STAFF RESPONSE: Through the PD, modifications are requested to allow for the redevelopment of the existing site. Two of the modifications are related to the landscaping requirements of the site. If the landscaping requirements were to be met, the site would lose buildable area and become less desirable for a business to locate on. The other modifications are in relation to the building type standards. The design of the car wash does not allow for transparency and the canopy requested will not comply with the side setback due to the proposed design of the site.

   Staff believes the requested modifications have been offset by enhancements including landscaping that is not currently on the site and a use/business type that is not heavily seen in the City. The City has three (3) automatic tunnel car washes which is not substantial considering the size of the City.

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

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

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

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

Review Criteria: *A Preliminary Plat shall be reviewed based on the following criteria:*

1. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan. In particular, the

physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.

STAFF RESPONSE: The preliminary plat application is in accordance with the Comprehensive Plan in terms of physical patterns, open spaces, and public realm investments.

2. Compliance with the requirements of this Development Code. In particular, the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

   STAFF RESPONSE: The proposed preliminary plat is in compliance with the requirements of this Development Code.

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

   STAFF RESPONSE: The site is propose to develop in one (1) phase. All adjacent properties are developed; therefore, the coordination with potential development is not applicable.

4. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

   STAFF RESPONSE: A traffic impact study is pending and will need to be completed to determine the impact to the surrounding traffic network. The stormwater and water quality will be mitigated with the existing drainage system. The overall site layout appears to incorporate sound planning, engineering, and urban design solutions.

5. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

   STAFF RESPONSE: The application does not deter any existing or future development or goals and policies of the Comprehensive Plan. The application has the potential to do the opposite and increase the interest in redevelopment of vacant properties along 7 Highway.

6. The design does not impede the construction of future public infrastructure within the area.

   STAFF RESPONSE: The design will not impede the construction of future public infrastructure within the area.

7. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Preliminary Plat with conditions.

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the

applicant may proceed with the construction plans and submit the proposed final plat for review and approval.

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

Staff Recommendation:

Staff recommends approval of the Rezoning application.

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

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
    a. Reduce the side setback on the north from the required 10-ft. to 3-ft.
    b. Waive the transparency requirement for a Pad Site building.
    c. Waive the requirement for a primary entrance for a Pad Site building.
    d. Decrease the required buffers on the West, Southwest, and East sides of the site.
    e. Eliminate the requirement for a 6-ft. tall solid privacy fence adjacent to the "SF-7" zoning along the southwest portion of the site.
2. The PD Standards shall permit all land uses allowed in the "GB" (General Business) zoning district at the time of development with the addition of the Car Wash land use.
3. Any proposed improvements and impacts on MO 7 identified in the Traffic Impact Study must be reviewed and approved by MoDOT.

Staff recommends approval of the Preliminary Plat application with the following conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Approval of the Preliminary Plat is rescinded if the Rezoning (RZ-03-24-9093) and PD Concept Plan (PDC-03-24-9095) are denied by the City Council.
3. Prior to Final Plat approval, the following must occur:
    a. A PD Final Plan/Site Plan Design Review must be approved.
    b. All right-of-way and easements must be shown as required by Public Works.
4. Prior to Building Permit Issuance, the Final Plat must be recorded at Jackson County.
5. Prior to occupancy, the following must occur:
    a. All required landscaping and buffers shall be installed or financially guaranteed.
    b. All public improvements, unless stated otherwise, shall be completed.

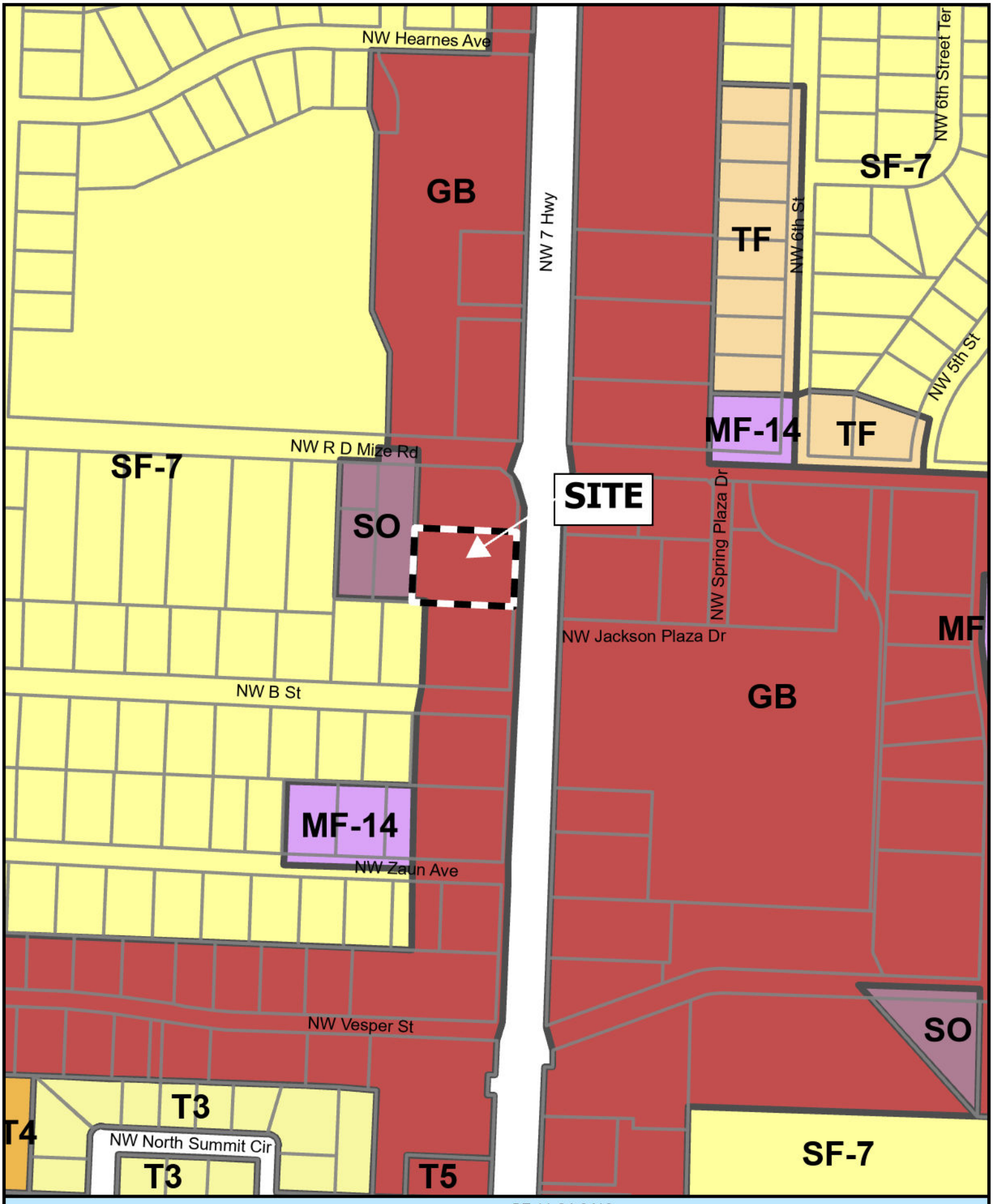


The City of Blue Springs Missouri

RZ-11-24-9418
PP-11-24-9420
PDC-11-24-9419
PARCEL # 36-920-02-23-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 250 feet
Date: 12/20/2024



The City of Blue Springs Missouri

RZ-11-24-9418
PP-11-24-9420
PDC-11-24-9419
PARCEL # 36-920-02-23-00-0-00-000
SITE LOCATION MAP

N

1 inch = 250 feet
Date: 12/20/2024

Blue Spring Tommy's Car Wash

Planning Application for

Frontier Investments



Received
11/07/2024 10:52:11 AM

LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI; ACCORDING TO THE RECORDED PLAT THEREOF.

Received
11/07/2024 10:52:18 AM

Drawings and Concept Plans

Received
11/07/2024 10:52:18 AM

PD CONCEPT PLAN, PRELIMINARY PLAT, & REZONING PLAN

FOR

TOMMY'S EXPRESS CAR WASH

509 NW MISSOURI HIGHWAY NO. 7
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
NW $\frac{1}{4}$, SECTION S31, TOWNSHIP 49N, RANGE 30W

LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI; ACCORDING TO THE RECORDED PLAT THEREOF.

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, BONDS, AND INSURANCE REQUIRED BY THE CITY.
2. THE IMPROVEMENTS SHOWN ON THIS PLAN ARE PRIVATE IMPROVEMENTS. COORDINATE WITH CITY FOR REQUIRED PERMITS, BONDS AND INSURANCE.
3. THE UTILITY LOCATIONS SHOWN ON THESE PLANS ARE TAKEN FROM UTILITY COMPANY RECORDS AND ARE APPROXIMATE ONLY. THEY DO NOT CONSTITUTE ACTUAL FIELD LOCATIONS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. THE DEVELOPER/OWNER SHALL CONTROL EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION, AND SHALL KEEP THE STREETS CLEAN OF MUD AND DEBRIS.
5. ALL EXCESS MATERIAL SHALL BE REMOVED LEGALLY FROM SITE AND DISPOSED OF OFF SITE.
6. TRAFFIC CONTROL AND MAINTENANCE OF TRAFFIC DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC WORKS DEPARTMENT AND MUTCD.

PROJECT TEAM

DEVELOPER
FRONTIER REAL ESTATE INVESTMENTS
800 E 101ST TERRACE, SUITE 103
KANSAS CITY, MO 64131
CONTACT: KASEY GRAHAM
TEL: (816) 251-4600
EMAIL: KASEYG@MEYER-COMPANIES.COM

OWNER
NORTH WEST 7 LLC
109 HALE LAKE RD
WARRENSBURG, MO 64093

CIVIL ENGINEER & LANDSCAPE ARCHITECT
KIMLEY-HORN & ASSOCIATES, INC.
805 PENNSYLVANIA AVENUE, SUITE 150
KANSAS CITY, MO 64105
PRIMARY CONTACT: ZACHARY MYERS, P.E.
TEL: (913) 269-4633
EMAIL: ZACH.MYERS@KIMLEY-HORN.COM
SECONDARY CONTACT: DALTON SIGNER, P.E.
TEL: (816) 782-8391
EMAIL: DALTON.SIGNER@KIMLEY-HORN.COM

ARCHITECT
FINKLE WILLIAMS ARCHITECTURE
8787 RENNER BLVD, SUITE 100
LENEXA, KS 66219
PRIMARY CONTACT: HOLLY BERGMAN, RA, NCARB
TEL: (913) 498-1550
EMAIL: HBERGMAN@FINKLEWILLIAMS.COM

UTILITY & GOVERNING AGENCY CONTACTS

SANITARY & WATER
CITY OF BLUE SPRINGS
PUBLIC WORKS OPERATIONS DIVISION
500 SE SUNNYSIDE SCHOOL ROAD
BLUE SPRINGS, MO 64014
TEL: (816) 228-0195

STORMWATER
CITY OF BLUE SPRINGS
PUBLIC WORKS OPERATIONS DIVISION
500 SE SUNNYSIDE SCHOOL ROAD
BLUE SPRINGS, MO 64014
TEL: (816) 228-0195

ELECTRIC SERVICE
EVERGY
1105 SE US-40
BLUE SPRINGS, MO 64014
TEL: (888) 471-5275

INTERNET SERVICE
AT&T
715 NE CORONADO DR
BLUE SPRINGS, MO 64014
TEL: (816) 224-1032

PLANNING DEPARTMENT
CITY OF BLUE SPRINGS
PLANNING DIVISION
903 W MAIN ST
BLUE SPRINGS, MO 64015
TEL: (816) 228-0207

NATURAL GAS SERVICE
SPIRE
1117 S PLEASANT ST
INDEPENDENCE, MO 64050
TEL: (800) 582-1234

811 Know what's **below.** **Call** before you dig.

WATERSHED: SNI-A-BAR CREEK

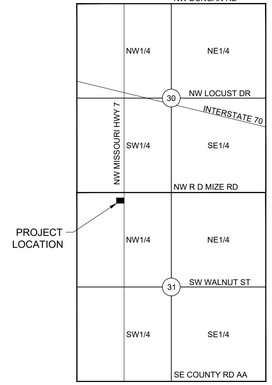
TOTAL AREA: 0.72 AC

LOCATION MAP

(NOT TO SCALE)



SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C1	COVER SHEET
C2	EXISTING CONDITIONS PLAN
C3	PD CONCEPT PLAN
C4	PRELIMINARY PLAT
C5	REZONING PLAN
C6	GRADING-DRAINAGE PLAN & IMPERVIOUS AREA PLAN
C7	LANDSCAPE PLAN



VICINITY MAP

SECTIONS 30 & 31, T49N, R30W
SCALE: 1" = 2000'

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2024 KIMLEY-HORN & ASSOCIATES, INC.
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KANSAS CITY, MO 64105
PHONE: (816) 561-5500
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED | DESIGNED BY: JDB | DRAWN BY: JDB | CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

COVER SHEET

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 11/07/2024

KHA PROJECT NO. 268560001

SHEET NUMBER

C1

Received
11/07/2024 10:52:18 AM

Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C1 COVER SHEET.dwg C1 COVER SHEET Nov 08, 2024 4:48pm by Dalton.Signer
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PARCEL NO.: 36-430-10-28-01-0-00-000
ADDRESS: 801 NW R D MIZE RD
AREA: ±8.84 AC
ZONING: SF-7
LAND USE: CHURCH
OWNER: CATHOLIC DIOCESE OF KC & ST

PARCEL NO.: 36-430-10-37-00-0-00-000
ADDRESS: 701 NW 7 HWY
AREA: ±4.16 AC
ZONING: GB
LAND USE: NOT LISTED
OWNER: BERZERKER LLC

PARCEL NO.: 36-430-10-26-00-0-00-000
ADDRESS: 701 NW 7 HWY
AREA: ±0.76 AC
ZONING: GB
LAND USE: UNIMP. COMM LAND
OWNER: COPPERLEAF VILLAGE LLC

PARCEL NO.: 36-430-12-34-00-0-00-000
ADDRESS: 604 NW 7 HWY
AREA: ±0.90 AC
ZONING: GB
LAND USE: NOT LISTED
OWNER: LEGACY MIDWEST INVESTMENTS LLC

200-FT PROPERTY OFFSET

NW R D MIZE ROAD

PARCEL NO.: 36-920-02-03-01-0-00-000
ADDRESS: 712 NW R D MIZE RD
AREA: ±0.17 AC
ZONING: SO
LAND USE: OFF BLDG. <15000 SF
OWNER: JOHN S. HAUSER

PARCEL NO.: 36-920-02-25-00-0-00-000
ADDRESS: 607 NW 7 HWY
AREA: ±0.60 AC
ZONING: GB
LAND USE: MISC. SERVICE
OWNER: BANK JACOMO

PARCEL NO.: 36-920-01-29-01-0-00-000
ADDRESS: 600 NW 7 HWY
AREA: ±0.43 AC
ZONING: GB
LAND USE: RETAIL STORE
OWNER: ROTTINGHAUS REAL ESTATE LLC

PARCEL NO.: 36-920-02-04-00-0-00-000
ADDRESS: 716 NW R D MIZE RD
AREA: ±0.71 AC
ZONING: SF-7
LAND USE: SF RESIDENCE
OWNER: HUFF ENTERPRISES LLC

PARCEL NO.: 36-920-02-02-00-0-00-000
ADDRESS: 708 NW R D MIZE RD
AREA: ±0.52 AC
ZONING: SO
LAND USE: OFF BLDG. <15000 SF
OWNER: MIZE PROPERTIES LLC

PROPERTY LINE

PARCEL NO.: 36-920-02-23-00-0-00-000
ADDRESS: 509 NW 7 HWY
AREA: ±0.72 AC
ZONING: GB
LAND USE: USED CAR LOT
OWNER: NORTH WEST 7 LLC

LOT 1
LOT 2
LOT 3
LOT 5
EXISTING BUILDING
ASPHALT PAVEMENT
CONC.
CONC. WALL
CENTRAL BUILDING
METER'S
SET 1/2"REBAR W/ ID "KHA 2016000358 CAP"
FOUND 1/2" REBAR W/ 2016 CAP
FOUND 3/4" REBAR UNKNOWN ORIGIN
PIPE (TYP.)
931
930
929
928
927
926
932
933
SAN X
SAN
W

PROPERTY LINE

PROPERTY LINE

MISSOURI HIGHWAY NO. 7
PUBLIC RIGHT-OF-WAY
PUBLIC - VARIABLE WIDTH

MO HWY 7

200-FT PROPERTY OFFSET

200-FT PROPERTY OFFSET

PARCEL NO.: 36-920-01-29-02-7-00-000
ADDRESS: 530 NW 7 HWY
AREA: ±0.80 AC
ZONING: GB
LAND USE: RESTAURANT
OWNER: 27B PROPERTIES LLC

PARCEL NO.: 36-920-01-32-00-0-00-000
ADDRESS: 450 AND 500 NW 7 HWY
AREA: ±7.79 AC
ZONING: GB
LAND USE: MISC. SERVICE
OWNER: BLUE SPRINGS FIRST LLC

PARCEL NO.: 36-920-02-18-00-0-00-000
ADDRESS: 805 NW B ST
AREA: ±0.38 AC
ZONING: SF-7
LAND USE: SF RESIDENCE
OWNER: CHERCHEE YANG & KAYING LOR

PARCEL NO.: 36-920-02-19-00-0-00-000
ADDRESS: 705 NW B ST
AREA: ±0.39 AC
ZONING: SF-7
LAND USE: OUTBUILDING
OWNER: CONNER MCAHAN & JENNA BORRON

PARCEL NO.: 36-920-02-20-00-0-00-000
ADDRESS: 503 NW 7 HWY
AREA: ±1.10 AC
ZONING: GB
LAND USE: BANK
OWNER: COMMERCE BANK OF KANSAS CITY

PARCEL NO.: 36-920-02-03-02-0-00-000
ADDRESS: NO ADDRESS
AREA: ±0.34 AC
ZONING: SO
LAND USE: UNIMP. COMM. LAND
OWNER: SETH W. BENNETT

NW B STREET

200-FT PROPERTY OFFSET

NORTH

GRAPHIC SCALE IN FEET
0 15' 30' 60'

*NOTE: PARCEL LINES ARE FROM JACKSON COUNTY, MISSOURI GIS DATABASE AND ARE NOT SURVEYED. SOME SPACIAL DISCREPANCY MAY BE PRESENT.

No.	REVISIONS	DATE	BY

Kimley»Horn

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KANSAS CITY, MO 64105
PHONE: 816-561-5555
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: JDB
DRAWN BY: JDB
CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

EXISTING CONDITIONS PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 11/07/2024
KHA PROJECT NO. 268560001
SHEET NUMBER C2

Received
11/07/2024 10:52:18 AM

Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C2 EXISTING CONDITIONS PLAN.dwg EXISTING CONDITIONS PLAN Nov 06, 2024, 4:49pm by Dalton.Signer
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LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED BUILDING OUTLINE
- PROPOSED BUILDING OVERHANG
- PROPERTY LINE
- BUILDING LINE
- 2FT CURB & GUTTER

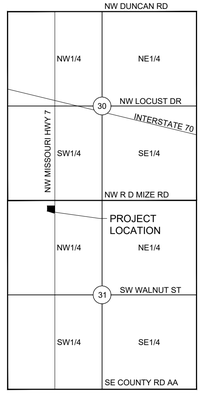
PD CONCEPT PLAN SUMMARY TABLE			
	ZONING		
A	EXISTING	GB (GENERAL BUSINESS)	
	PROPOSED	PD-C (PLANNED DEVELOPMENT - COMMERCIAL)	
B	**LAND AREA SUMMARY**		
	EXISTING & PROPOSED	0.72	ACRES
	LAND USE		
C	EXISTING	VACANT	
	PROPOSED	TUNNEL CAR WASH	
	IMPERVIOUS AREA		
D	EXISTING	0.67	93.1%
	PROPOSED	0.58	81.3%
	BUILDING INFORMATION		
E	GROSS FLOOR AREA (SF)		+/- 4,575
	BUILDING COVERAGE		15%
	PARKING COUNT		
F	STALLS REQUIRED		N/A FOR CAR WASH USE
	VACUUM STALLS PROVIDED		14
	STANDARD STALLS PROVIDED		6
	ADA STALLS REQUIRED		1
	ADA STALLS PROVIDED		1
	BUILDING STANDARDS SUMMARY		
G	FRONT SETBACK		10 FT
	SIDE SETBACK (SOUTH)		10 FT
	SIDE SETBACK (NORTH)		3 FT
	REAR SETBACK		20 FT
	MAX BUILDING COVERAGE		65% MAX
	MAX BUILDING HEIGHT		60' MAX

PD CONCEPT PLAN KEY NOTES

01 PROPOSED TUNNEL CAR WASH BUILDING
02 PROPOSED DUMPSTER ENCLOSURE
03 PROPOSED CONCRETE PAVEMENT (TYP.)
04 PROPOSED RAISED CONCRETE ISLAND (TYP.)
05 PROPOSED CONCRETE BAILOUT LANE
06 PROPOSED CONCRETE CURB & GUTTER (TYP.)
07 PROPOSED CONCRETE SIDEWALK
08 PROPOSED VACUUM (TYP.)
09 PROPOSED EQUIPMENT PAD
10 PROPOSED ATTACHED CANOPY
11 PROPOSED "EXIT ONLY, DO NOT ENTER" SIGN
12 PROPOSED DIRECTIONAL TRAFFIC ARROW
13 PROPOSED 4" TRAFFIC PAINT

S1 PROPOSED SANITARY SERVICE LINE TO CONNECT TO EXISTING SERVICE LINE
S2 PROPOSED SAND/OIL INTERCEPTOR

W1 PROPOSED WATER SERVICE LINE
W2 PROPOSED WATER RECLAMATION TANKS
W3 PROPOSED WATER METER



VICINITY MAP

SECTIONS 30 & 31, T49N, R30W
SCALE: 1" = 2000'

PD CONCEPT PLAN GENERAL NOTES

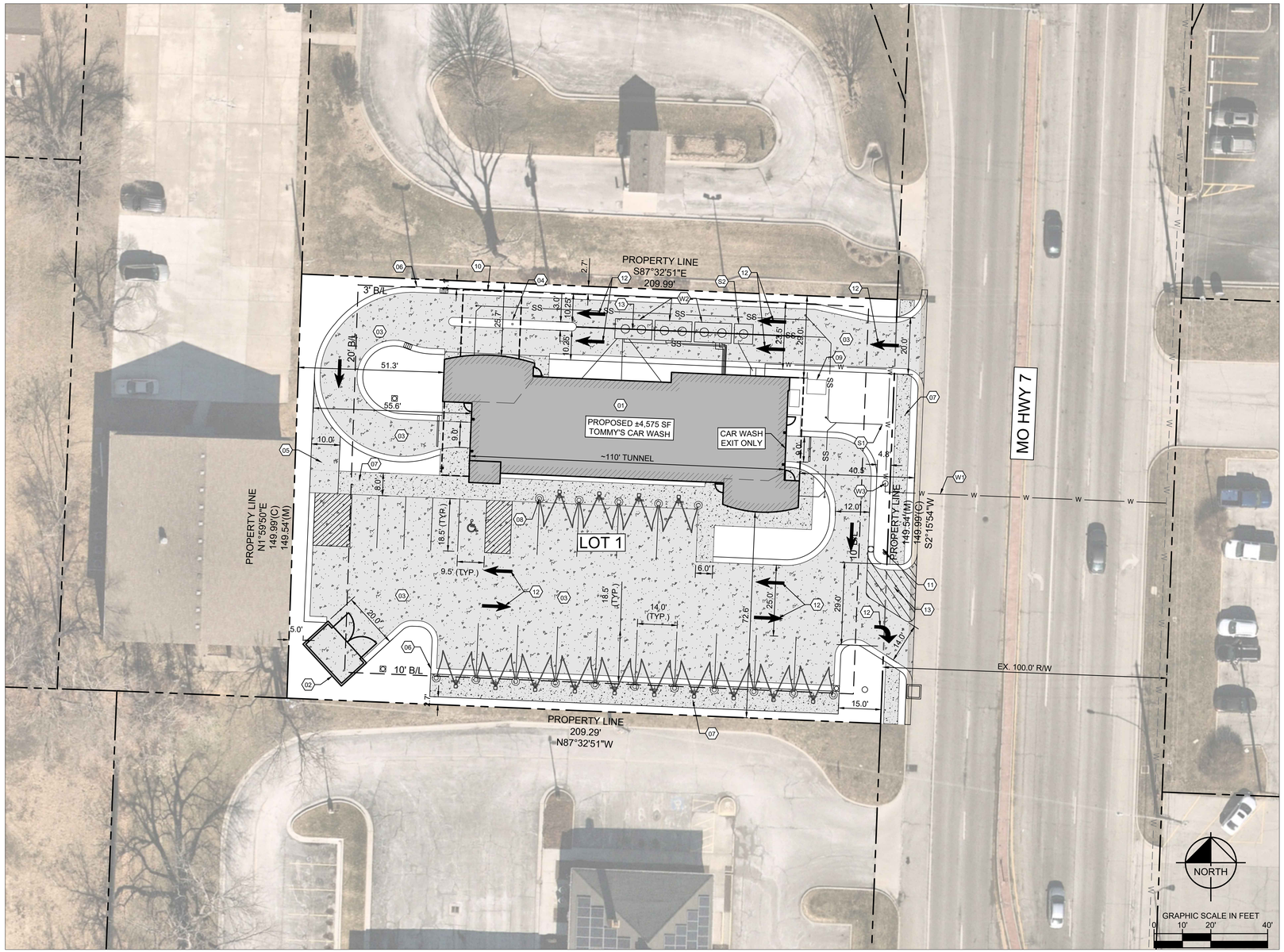
1. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. B/L REFERS TO THE BUILDING SETBACK LINE.
3. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.
4. TRASH ENCLOSURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BLUE SPRINGS UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT CODE.

SURVEY NOTE

1. THE BEARING SHOWN HEREON ARE BASED ON STATE PLAN COORDINATE SYSTEM, MISSOURI WEST ZONE NAD83.

LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.



No.	REVISIONS	DATE	BY

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KANSAS CITY, MO 64105
PHONE: 816-945-7500
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: JDB
DRAWN BY: JDB
CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

PD CONCEPT PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

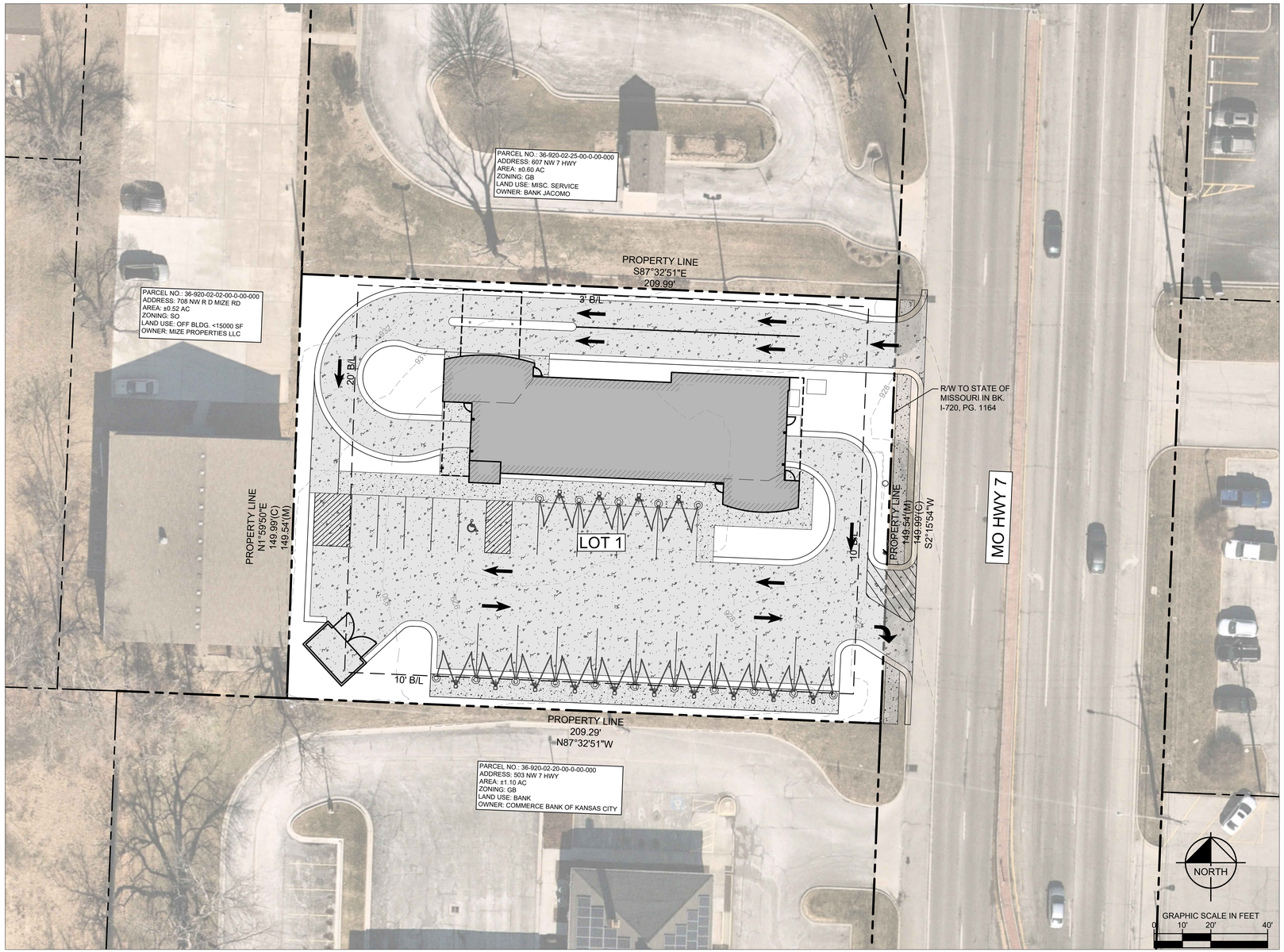
ORIGINAL ISSUE: 11/07/2024
KHA PROJECT NO. 268560001
SHEET NUMBER
C3

Received
11/07/2024 10:52:18 AM

Drawing name: K:\KNC_LUEV\268560001 Tommy's Highway 7 (Blue Springs)\3 Design\CAD\PlanSheets\C3 PD CONCEPT PLAN.dwg PD CONCEPT PLAN Nov 06, 2024 4:49pm by Dalton.Signer
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PRELIMINARY PLAT
FOR
TOMMY'S BLUE SPRINGS

NW $\frac{1}{4}$, SECTION S31, TOWNSHIP 49N, RANGE 30W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015



LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED BUILDING OUTLINE
- PROPOSED BUILDING OVERHANG
- PROPERTY LINE
- BUILDING LINE
- 2FT CURB & GUTTER

PRELIMINARY PLAT SUMMARY TABLE			
A	**ZONING**		
	EXISTING	GB (GENERAL BUSINESS)	
	PROPOSED	PD-C (PLANNED DEVELOPMENT - COMMERCIAL)	
B	**LAND AREA SUMMARY**		
	EXISTING & PROPOSED	0.72	ACRES
C	**LAND USE**		
	EXISTING	VACANT	
	PROPOSED	TUNNEL CAR WASH	
D	**IMPERVIOUS AREA**		
	EXISTING	0.67	93.1%
	PROPOSED	0.58	81.3%
E	**BUILDING INFORMATION**		
	GROSS FLOOR AREA (SF)		+/- 4,575
	BUILDING COVERAGE		15%
F	**PARKING COUNT**		
	STALLS REQUIRED		N/A FOR CAR WASH USE
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	STANDARD STALLS PROVIDED		6
	ADA STALLS REQUIRED		1
	ADA STALLS PROVIDED		1
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	SIDE SETBACK (SOUTH)		10 FT
	SIDE SETBACK (NORTH)		3 FT
	REAR SETBACK		20 FT
	MAX BUILDING COVERAGE		65% MAX
	MAX BUILDING HEIGHT		60' MAX

SURVEY NOTE

1. THE BEARING SHOWN HEREON ARE BASED ON STATE PLAN COORDINATE SYSTEM, MISSOURI WEST ZONE NAD83.

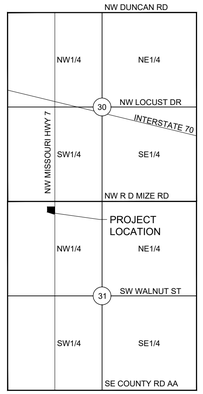
LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TITLE NOTES (SCHEDULE B EXCEPTIONS)

8. EASEMENT GRANTED TO MO PUBLIC SERVICE CO., SET FORTH IN THE INSTRUMENT RECORDED AS DOCUMENT NO. 372763 IN BOOK 617 AT PAGE 441. [BLANKET EASEMENT ALONG THE PROPERTY WEST OF HWY 7].

10. EASEMENT GRANTED TO STATE OF MISSOURI, ACTING BY AND THROUGH THE STATE HIGHWAY COMMISSION OF MISSOURI, SET FORTH IN THE INSTRUMENT RECORDED AS DOCUMENT NO. I-267153 IN BOOK I-720 AT PAGE 1164. [IS NOT AN EASEMENT. IT IS A FEE SIMPLE DEED FOR R/W FOR MISSOURI HWY 7, AS SHOWN].



VICINITY MAP
SECTIONS 30 & 31, T49N, R30W
SCALE: 1" = 2000'

No.	REVISIONS	DATE	BY

Kimley»Horn

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865 PENNSYLVANIA AVE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-561-5555
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: JDB
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CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

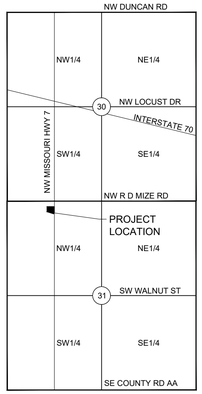
PRELIMINARY PLAT

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 11/07/2024
KHA PROJECT NO. 268560001
SHEET NUMBER
C4

Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C4 PRELIMINARY PLAT.dwg PRELIMINARY PLAT Nov 06, 2024 4:48pm by Dalton.Signer
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Received
11/07/2024 10:52:18 AM



VICINITY MAP

SECTIONS 30 & 31, T49N, R30W
SCALE: 1" = 2000'

LEGAL DESCRIPTION

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ZONING

EXISTING: GB (GENERAL BUSINESS)

PROPOSED: PD-C (PLANNED DEVELOPMENT - COMMERCIAL)

LEGEND

- GB (GENERAL BUSINESS)
- SF-7 (SINGLE FAMILY
- SO (SERVICE/ OFFICE)

*NOTE: PARCEL LINES ARE FROM JACKSON COUNTY, MISSOURI GIS DATABASE AND ARE NOT SURVEYED. SOME SPACIAL DISCREPANCY MAY BE PRESENT.

PARCEL NO.: 36-430-10-28-01-0-00-000
ADDRESS: 801 NW R D MIZE RD
AREA: ±8.84 AC
ZONING: SF-7
LAND USE: CHURCH
OWNER: CATHOLIC DIOCESE OF KC & ST

PARCEL NO.: 36-430-10-37-00-0-00-000
ADDRESS: 701 NW 7 HWY
AREA: ±4.16 AC
ZONING: GB
LAND USE: NOT LISTED
OWNER: BERZERKER LLC

PARCEL NO.: 36-430-10-26-00-0-00-000
ADDRESS: 701 NW 7 HWY
AREA: ±0.76 AC
ZONING: GB
LAND USE: UNIMP. COMM LAND
OWNER: COPPERLEAF VILLAGE LLC

PARCEL NO.: 36-430-12-34-00-0-00-000
ADDRESS: 604 NW 7 HWY
AREA: ±0.90 AC
ZONING: GB
LAND USE: NOT LISTED
OWNER: LEGACY MIDWEST INVESTMENTS LLC

200-FT PROPERTY OFFSET

NW R D MIZE ROAD

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ADDRESS: 716 NW R D MIZE RD
AREA: ±0.71 AC
ZONING: SF-7
LAND USE: SF RESIDENCE
OWNER: HUFF ENTERPRISES LLC

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ADDRESS: 712 NW R D MIZE RD
AREA: ±0.17 AC
ZONING: SO
LAND USE: OFF BLDG. <15000 SF
OWNER: JOHN S. HAUSER

PARCEL NO.: 36-920-02-03-02-0-00-000
ADDRESS: NO ADDRESS
AREA: ±0.34 AC
ZONING: SO
LAND USE: UNIMP. COMM. LAND
OWNER: SETH W. BENNETT

PARCEL NO.: 36-920-02-02-00-0-00-000
ADDRESS: 708 NW R D MIZE RD
AREA: ±0.52 AC
ZONING: SO
LAND USE: OFF BLDG. <15000 SF
OWNER: MIZE PROPERTIES LLC

PARCEL NO.: 36-920-02-25-00-0-00-000
ADDRESS: 607 NW 7 HWY
AREA: ±0.60 AC
ZONING: GB
LAND USE: MISC. SERVICE
OWNER: BANK JACOMO

PROPERTY TO BE REZONED
PARCEL NO.: 36-920-02-23-00-0-00-000
ADDRESS: 509 NW 7 HWY
AREA: ±0.72 AC
LAND USE: VACANT
OWNER: NORTH WEST 7 LLC
ZONING
EXISTING: GB (GENERAL BUSINESS)
PROPOSED: PD-C (PLANNED DEVELOPMENT - COMMERCIAL)

PARCEL NO.: 36-920-01-29-01-0-00-000
ADDRESS: 600 NW 7 HWY
AREA: ±0.43 AC
ZONING: GB
LAND USE: RETAIL STORE
OWNER: ROTTINGHAUS REAL ESTATE LLC

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ADDRESS: 530 NW 7 HWY
AREA: ±0.80 AC
ZONING: GB
LAND USE: RESTAURANT
OWNER: 27B PROPERTIES LLC

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ZONING: SF-7
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PARCEL NO.: 36-920-02-20-00-0-00-000
ADDRESS: 503 NW 7 HWY
AREA: ±1.10 AC
ZONING: GB
LAND USE: BANK
OWNER: COMMERCE BANK OF KANSAS CITY

NW B STREET

MO HWY 7

LOT 3
LOT 5
LOT 1
EXISTING BUILDING
ASPHALT PAVEMENT
CONC. WALK
BRICK SIGN
TELE. VAULT
SAN
SAN X
SAN X
SAN X
SAN X
SAN X
SAN X
SAN X
W
W
W
W
W
W
W
W
W

NORTH

GRAPHIC SCALE IN FEET
0 15' 30' 60'

Kimley»Horn
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SCALE: AS NOTED
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PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

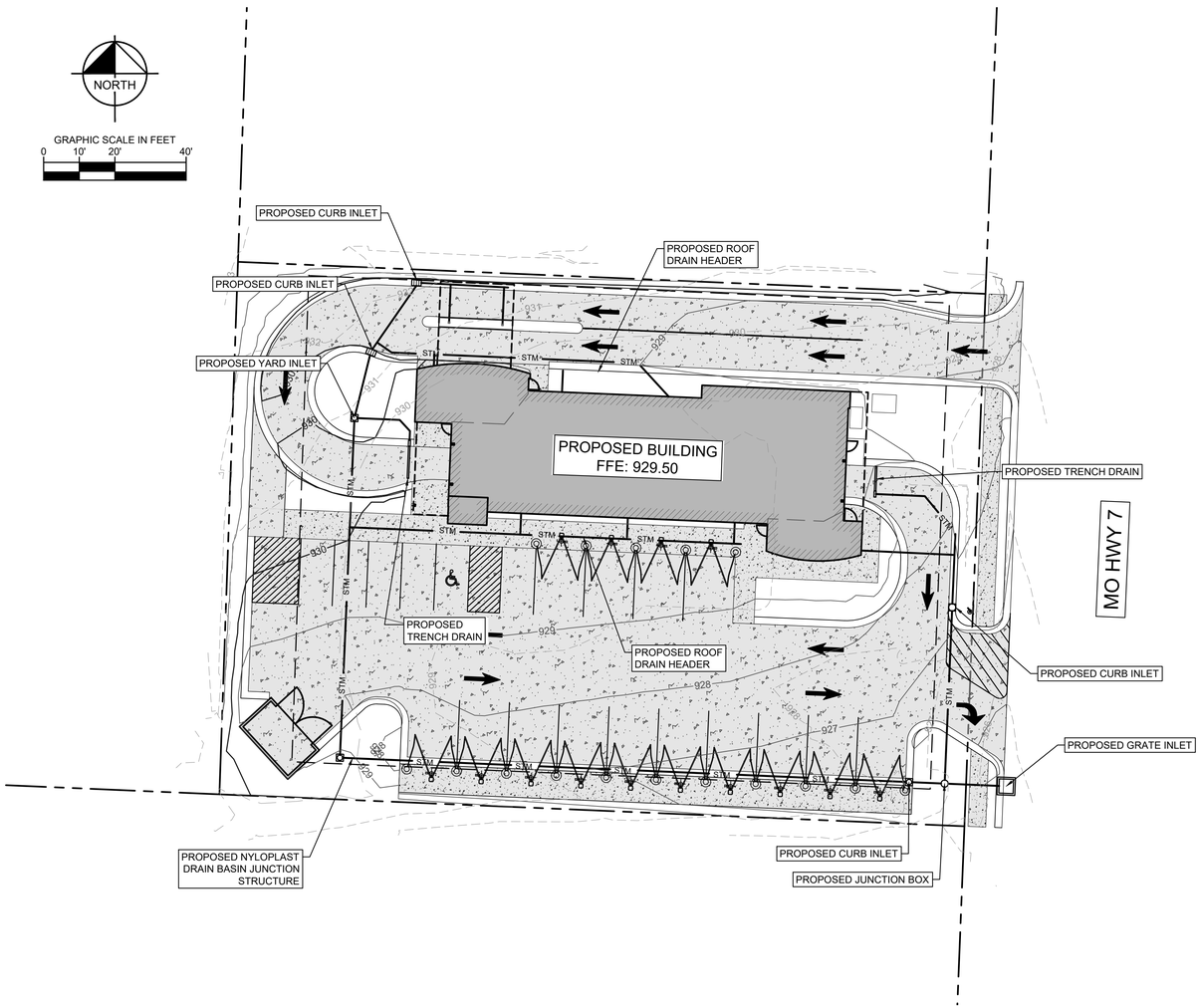
REZONING PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 11/07/2024
KHA PROJECT NO. 268560001
SHEET NUMBER
C5

Received
11/07/2024 10:52:18 AM

Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C5 REZONING PLAN.dwg REZONING PLAN Nov 06, 2024 4:49pm by Dalton.Sigmar
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GRADING GENERAL NOTES

1. ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE.
2. ALL ACCESSIBLE PARKING STALLS, AISLES, AND SIDEWALK LANDING AREAS SHALL HAVE A CROSS SLOPE OF 1.5%, WITH CONSTRUCTION TOLERANCE FOR 1.0% MINIMUM, AND 2.0% MAXIMUM.
3. MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS UNLESS OTHERWISE INDICATED.
4. ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED (GREEN SPACES) SHALL BE FINISH GRADED WITH A MINIMUM OF SIX INCHES OF TOPSOIL.
5. ALL TOPSOIL, VEGETATION, ROOT STRUCTURES, AND DELETERIOUS MATERIALS SHALL BE STRIPPED FROM THE GROUND SURFACE PRIOR TO THE PLACEMENT OF EMBANKMENTS. CONTRACTOR SHALL OBTAIN THE ON-SITE GEOTECHNICAL REPRESENTATIVES ACCEPTANCE OF THE EXISTING GROUND SURFACE MATERIALS AND THE PROPOSED FILL MATERIAL PRIOR TOP THE PLACEMENT OF FILL.
6. ALL PEDESTRIAN SIDEWALKS AND PATHS SHALL MAINTAIN A 2.0% MAXIMUM CROSS SLOPE.

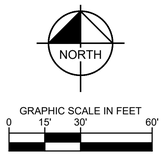
FEMA NOTE

BASED UPON GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE X (FUTURE BASE FLOOD), DEFINED AS AREA OF 1% ANNUAL CHANCE FLOOD BASED ON FUTURE CONSIDERATIONS HYDROLOGY. NO BASE FLOOD ELEVATIONS DETERMINED, AS SHOWN ON THE FLOOD INSURANCE RATE MAP, PREPARED BY THE FEDERAL EMERGENCY AGENCY'S NATIONAL FLOOD INSURANCE PROGRAM FOR BLUE SPRINGS, JACKSON COUNTY, MISSOURI, MAP NUMBER 29095C0319G AND DATED JANUARY 20, 2017.

GRADING - DRAINAGE PLAN

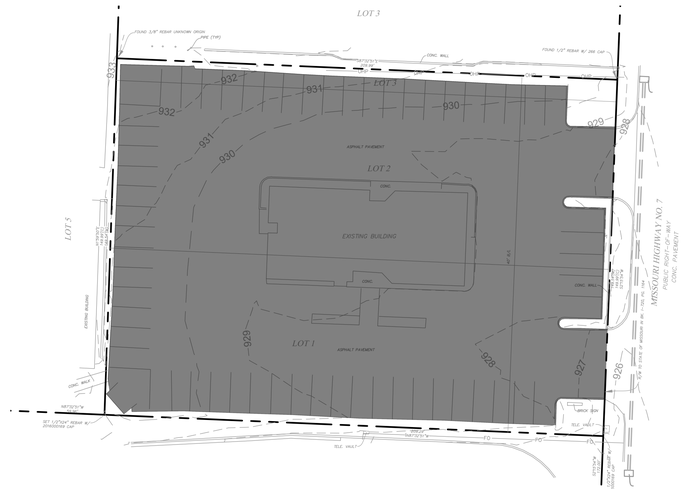
STORMWATER NOTE

THE PROPOSED REDEVELOPMENT OF THE SUBJECT PROPERTY RESULTS IN A NET DECREASE IN IMPERVIOUS AREA. PER APWA SECTION 5601.3, THE SITE DOES NOT MEET THE DEFINITION OF A DEVELOPMENT, THEREFORE THE SITE SHALL NOT REQUIRE ON-SITE STORMWATER DETENTION. PER FIGURE 4.1 IN THE 2012 MARC BMP MANUAL, STORMWATER QUALITY REQUIREMENTS DO NOT APPLY TO THE PROJECT SITE.



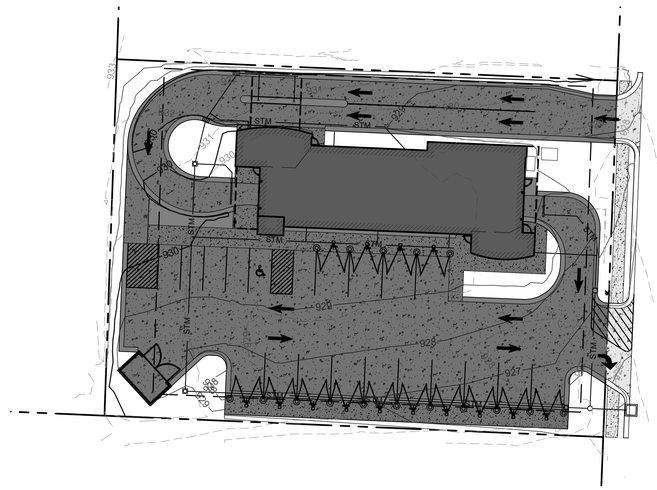
EXISTING CONDITIONS

IMPERVIOUS AREA: 0.67 AC (93.1%)
PERVIOUS AREA: 0.05 AC (6.9%)



PROPOSED CONDITIONS

IMPERVIOUS AREA: 0.58 AC (81.3%)
PERVIOUS AREA: 0.14 AC (18.7%)



IMPERVIOUS AREA PLAN

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
8551 PENNSYLVANIA AVE, SUITE 150
KANSAS CITY, MO 64105
PHONE: (816) 945-7500
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: JDB
DRAWN BY: JDB
CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

GRADING-DRAINAGE PLAN & IMPERVIOUS AREA PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 11/07/2024
KHA PROJECT NO. 268560001
SHEET NUMBER
C6

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Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C6 GRADING-DRAINAGE PLAN & IMPERVIOUS AREA PLAN.dwg GRADING-DRAINAGE PLAN & IMPERVIOUS AREA PLAN Nov 06, 2024 4:49pm by Dalton.Signer
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Blue Springs, Missouri - Landscape Data Table		
Site Area: 0.72 acres (31,348 sqft) - Planned Development		
	REQUIRED	PROVIDED
Section 407.040 Site and Landscape Design		
407.040.S Screening		
All of the following shall be screened from streets or adjacent property with dense evergreen plants, a fence or wall, or the combination of both. (electrical/mechanical equipment, outdoor storage, trash enclosures, utility stations, vehicle service bays, etc.)	Yes	Yes
407.040.1 Table - Landscape and buffer requirements		
South buffer: adj. to "GB" zoning - No buffer required	None	None
South buffer: adj. to "SF-7" zoning - Buffer C	Buffer C - 25' min. , 17 PU's & 6' tall solid privacy fence	2.5' Buffer , 68 PUs (Shrubs) & No Fence
60 PU's/100' (27.71' x 0.60) = 17 PU's & 6' tall solid privacy fence or 4'-6' undulating berm		
East buffer: adj. to NW 7 hwy (arterial) - Buffer B	Buffer B - 15' min. , 69 PUs	4.5' Buffer , 50 PUs
45 PU's/100' (153.64' x 0.45) = 69 PUs		
North buffer: adj. to GB zoning - No buffer required	None	2.5' Buffer , 72 PUs (shrubs)
West buffer: adj. to SO zoning - Buffer A	Buffer A - 7' min. , 69 PU's	5' Buffer, 56 PUs (shrubs)
45 PU's/100' (153.64' x 0.45) = 69 PUs		
Parking Lot Landscape		
2 PUs per uncovered space x 21 spaces = 42 PUs	42 PU's	42 PUs (trees & open space shrubs)
Open Space		
1 PU / 500 sf of lot area	63 PUs	272 PUs (Shrubs)
31,348 sf / 500 = 63 PUs		
Street Trees		
Street trees are required adjacent to all street rights-of-way at a spacing of 1 large/medium shade tree per 75 feet of frontage	2 Large/medium shade trees	2 Large/medium shade trees
104 LF / 75 = 2 trees		

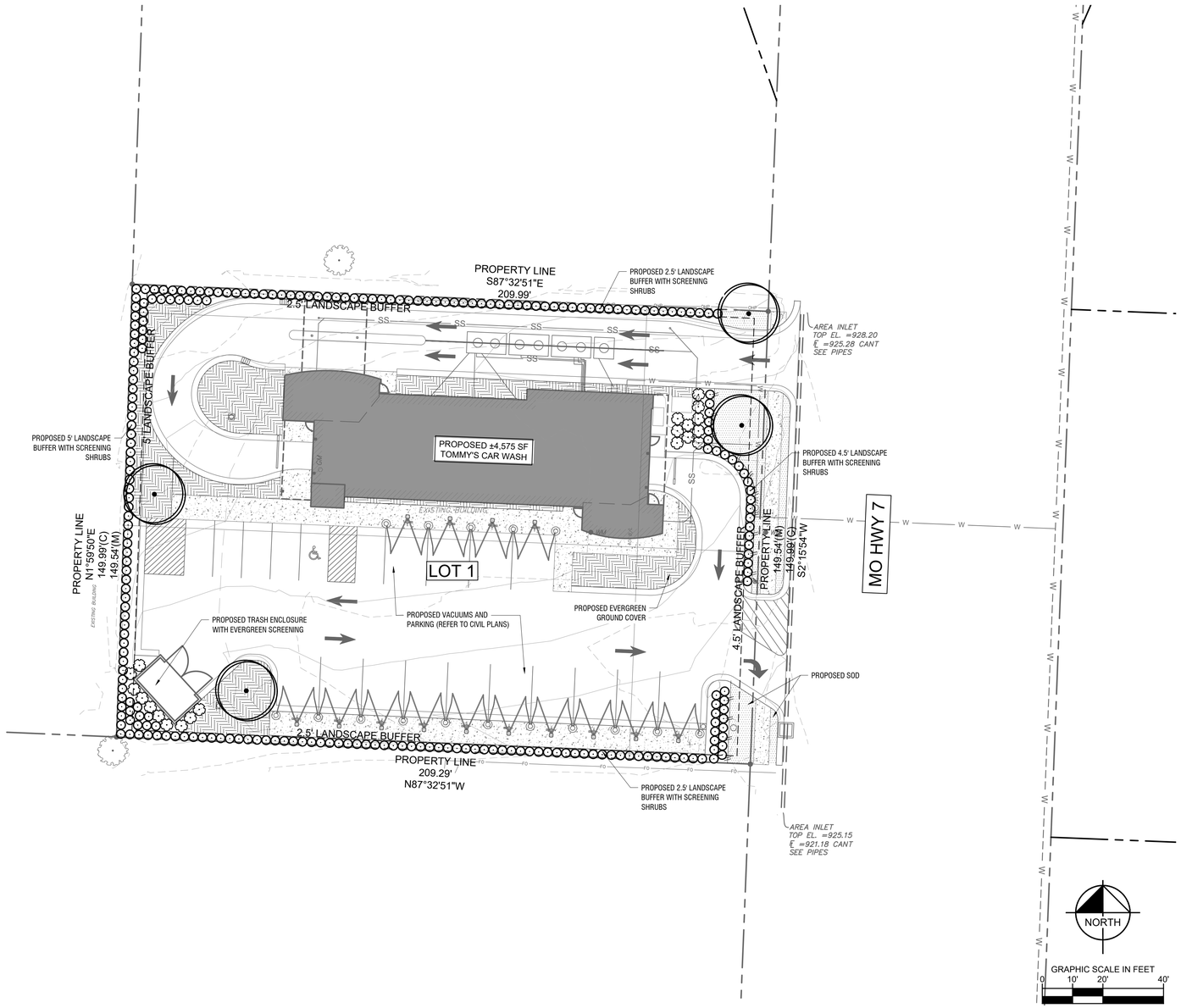
**PU's are calculated assuming a deviation of allowing shrubs to count for all PU's is accepted.*

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CALIPER	HEIGHT
TREES							
	QA	4	LARGE SHADE TREE		B & B	2 " CAL. (MIN)	10' - 12' HT.

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING	SPACING
SHRUBS								
	BE	240	EVERGREEN SCREENING SHRUB		CONT.	18" HT. MIN.	36" O.C.	36" o.c.
	ES	20	LARGE EVERGREEN SCREENING SHRUB		CONT.	36" HT. MIN.	48" O.C.	48" o.c.

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	SPACING	SPACING
GROUND COVERS								
	GC	760	EVERGREEN GROUND COVER		1 GAL	6" - 8" HT.	24" O.C.	24" o.c.
	SOD	1,548 SF	SOD		SOD			



No.	REVISIONS	DATE	BY
1	REVISIONS PER CITY COMMENTS	2024-04-19	DS

Kimley»Horn

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855 PENNSYLVANIA AVE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-561-5555
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: AMS
DRAWN BY: AMS
CHECKED BY: JDK

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

LANDSCAPE PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 03/28/2024

KHA PROJECT NO. 268560001

SHEET NUMBER
C7

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11/07/2024 10:52:18 AM

Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C7 LANDSCAPE PLAN.dwg LANDSCAPE PLAN Nov 06, 2024 4:49pm by Dalton.Signer
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Written Narrative for

4 Rezoning and 8 PD
Development Plan

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Written 04 Rezoning and 08 PD Concept Plan Narrative

We are applying to redevelop 509 Highway 7, Blue Springs, MO to accommodate a state-of-the-art tunnel car wash. After a few meetings with staff, it was mutually agreed upon the best plan of action would be to apply for a Planned District which creates a long-term win-win scenario. This protects the City from any future uses, by right, on the site by narrowing the uses the site can become without the City having an opportunity to weigh in on that future use.

The Tommy Car Wash is an innovatively designed wash that flips the traditional image of a dark and dingy car wash into an efficient, safe, fast, and exciting entertainment experience that will cycle a vehicle through the wash in approximately two minutes. Many progressive cities across the metro and the nation are realizing great benefits of having this style of wash in their communities. Our car wash meets the community/markets demand for a quality, quick and green wash option for our single family, apartment, and business neighbors.

Our site design uniquely fits the shape of the lot and meets the need for full-access wash models that are demanded by consumers. The internal circulation is logical and safe for customers. We have two automated pay lanes with camera recognition that will allow our customer members to proceed through the gates without rolling down their window. This system will quickly handle the payment process and coupled with patented belt conveyor system ("self-loading") and no manual prepping of the vehicles; our customers will quickly transition from payment through the wash and back out on the street. The current vehicle stacking number is 18 cars before the gate, 6 after the gate, and 5 to 6 in the wash at a time. This a total of 30 vehicles at any one time before a car is on the street.

Consistent with Neighboring Uses:

This cutting edge, tunnel wash integrates with the neighboring uses that are automotive related, without cannibalizing other sales, as well as served by two major arterial streets that is heavily traveled 7 days per week:

- Commerce Bank
- Convenience Stores (Hy-Vee, Price Chopper, Quicktrip)
- Central Bank
- Subway
- Big Biscuit
- Hobby Lobby
- Office Depot

Tommy's culture is one of deep community involvement. We look at each location as its own entity belonging to its specific community it becomes a part of. We quickly establish an outreach and community engagement program with local stakeholders to become integrated to the local neighborhood. Our plan typically targets.

- Local school system (BSSD in this instance)
- Chamber of Commerce
- Nonprofits
- Youth Athletics

Building and Site Design

We are continuously innovating components of the operations and have a long years of operational experience in Kansas City as well as over forty years of operational experience from the franchise. This experience also consists of the review of approximately 250 projects and two years of supplier selection meetings generated the architectural and site design. Tommy Equipment's corporate office worked with three architectural firms and various public surveys to develop the design of our building including its four-sided architecture. The East tower of the building is tall because it houses the

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management office, computer equipment and equipment/supply storage. This design feature is very important to the long term success of the business. The building is also very energy efficient utilizing an energy saving acrylic roof system and a water bio-reclamation system that is able to clean and reuse water. Any water that is discharged into the sanitary sewer system will also be thoroughly cleaned before it is discharged.

The vacuum area is a critical customer driven feature that is designed as an open space with natural light, and the feeling of security that an uncovered area provides. Our key demographic are parents with their kids that want to be out in the open with hoses on both sides of the vehicle.

We can meet any city planned development timeline outlined on the meeting and deadline schedule with a construction schedule of 7 months. The process is efficient and has minimal impact on surrounding entities.

Planned Development Standards and Deviation Requests

The Planned Development (PD) site shall conform to the General Business (GB) zoning district and Pad Site Building regulations unless otherwise stated herein.

Any standards not specified herein will revert to the General Business Zoning regulations set forth by the Blue Springs Unified Development Code in place at the time of development.

Section 404.140.B – General Business District Uses
Deviation: All land uses allowed in the General Business zoning district at the time of development will be allowed on the site with the addition of the Car
Wash land use.

Section 405.030 – Pad Site Building Side Setback
Deviation: Side setback of 3’ shall be allowed along north property line.

Section 407.040.C – Landscape Requirements
Deviation: There shall be no minimum percentage of plant units from shade and ornamental trees. Shrubs and evergreen/ornamental groundcovers shall be allowed to count for all plant unit requirements in all buffers.

Deviation: North landscape buffer shall be minimum of 2.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: East landscape buffer shall be minimum of 4.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: South landscape buffer shall be minimum of 2.5 feet wide and shall require 30 plant units per 100 feet.

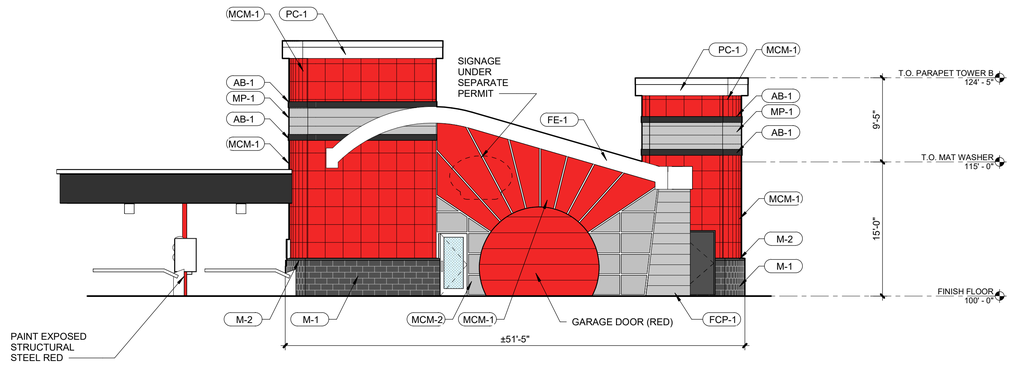
Deviation: West landscape buffer shall be minimum of 5 feet wide and shall require 30 plant units per 100 feet.

Section 407.040.D.e – Berms and Fencing
Deviation: No fence or berm shall be required along south property line abutting SF-7 zoning because the SF-7 zoning is on a developed commercial lot.

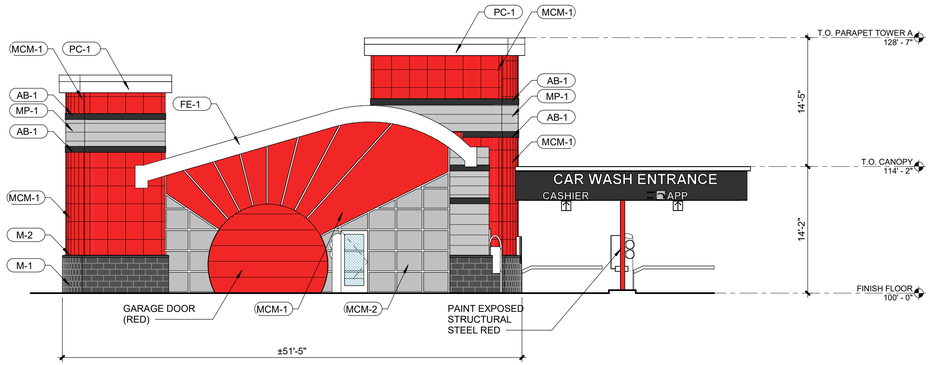
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EXTERIOR MATERIAL LEGEND

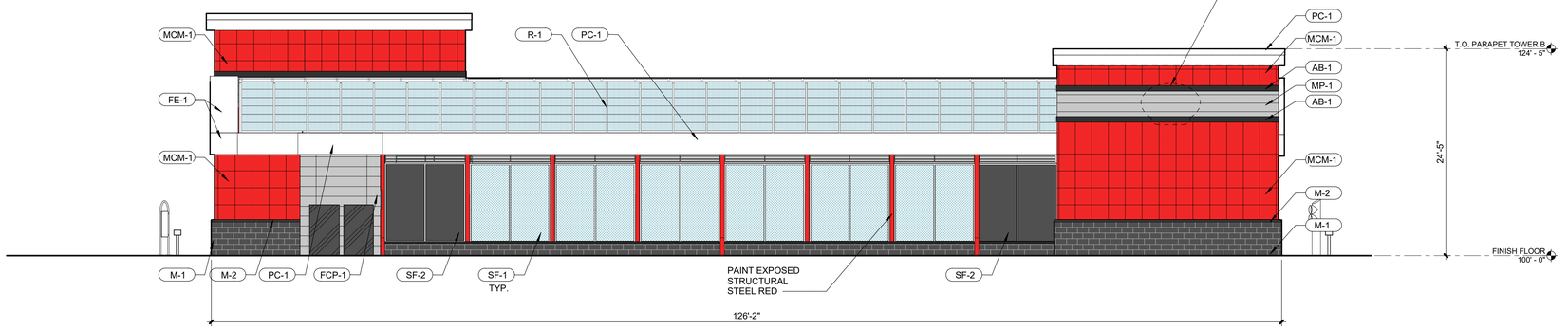
M-1	SPLIT-FACE CMU 4" VENEER COLOR: (Ash)
M-2	PRECAST STONE MASONRY CAP COLOR: (Ash to match M-1)
FCP-1	FIBER CEMENT PANELS COLOR: (Gray)
AB-1	PREFINISHED ALUMINUM ACCENT BANDING COLOR: (Black)
R-1	ACRYLIC ROOF SYSTEM COLOR: (Cool Blue)
FE-1	FASCIA EAVE COLOR: (Metallic silver)
MP-1	PROFILED ALUMINUM METAL PANEL
PC-1	PREFINISHED ALUMINUM CORNICE COLOR: (BRIGHT SILVER METALLIC)
MCM-1	PREFINISHED ALUMINUM COMPOSITE PANELS COLOR: (Red)
MCM-2	PREFINISHED ALUMINUM COMPOSITE PANELS COLOR: (Black)
SF-1	PREFINISHED ALUMINUM STOREFRONT WITH CLEAR GLASS
SF-2	PREFINISHED ALUMINUM STOREFRONT WITH METAL PANEL INFILL



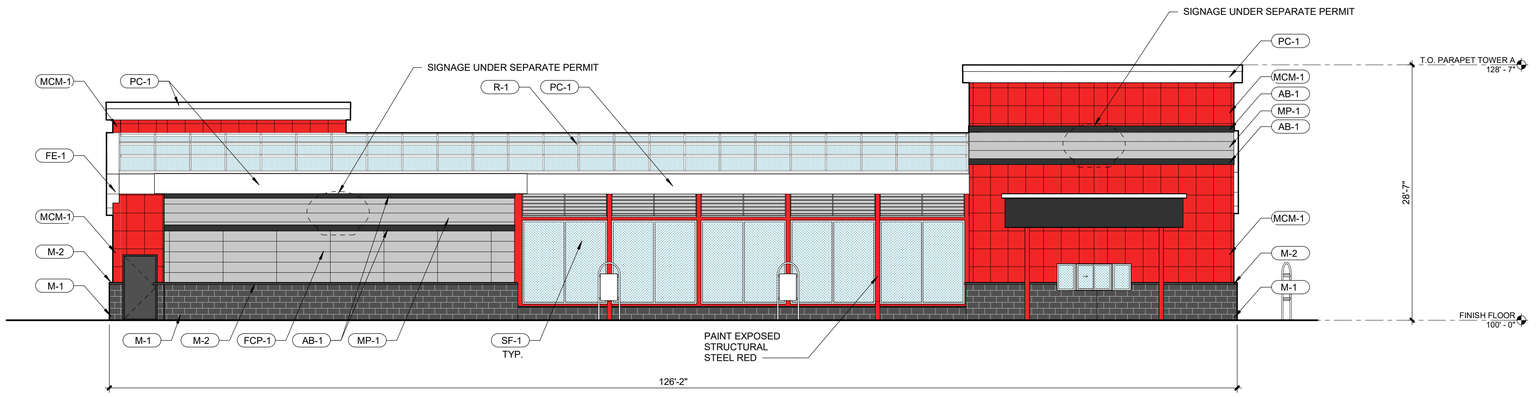
1 | ENTRANCE ELEVATION
1/8" = 1'-0"



2 | EXIT ELEVATION
1/8" = 1'-0"



30 | BACK ELEVATION
1/8" = 1'-0"



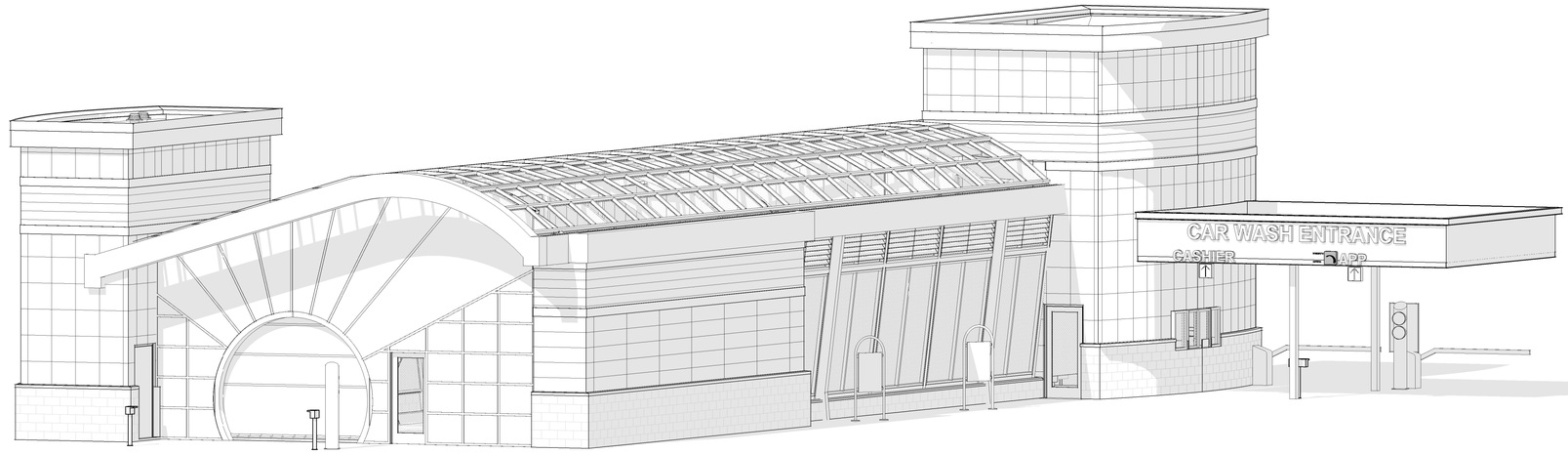
4 | FRONT ELEVATION
1/8" = 1'-0"

FINKLE + WILLIAMS
ARCHITECTURE

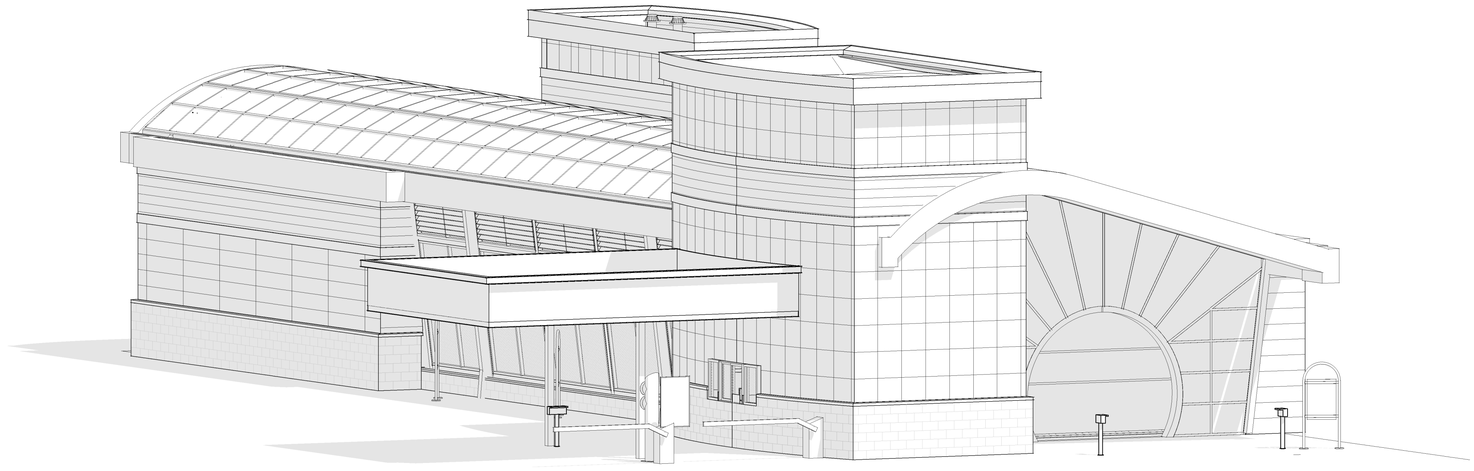
TCW-BLUE SPRINGS, MO | 04.19.2024

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1 | 3D EXHIBIT 1



2 | 3D EXHIBIT 2

3D IMAGES

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RZ-11-24-9418; PDC-11-24-9419; PP-11-24-9420; SPDR-11-24-9421

The City of Blue Springs Missouri

Planning Application

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

OFFICE USE ONLY – *Updated 10-13-2020*	
CASE #:	
PC MEETING:	12/23/2024
CC MEETING:	1/6/2025
BOA MEETING:	
NEWSPAPER:	12/7/2024
NOTICE LETTERS:	12/6/2024
PLANNER:	Shantele Frie

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

Tommy's Express Car Wash
Project Name

509 NW Missouri Hwy 7 — See attachment
Project Address (Parcel ID if No Address Assigned or Multiple Addresses) — **Legal Description (attach as a separate page if too large)**

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
Use Car Lot		Commercial		.72	1

APPLICATION (*check all that apply*)

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

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

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

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

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

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

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Kevin Uhl	Frontier Investments	816-977-6322	kevinu@meyerbro.com

Address	City	State	Zip Code
800 E 101st Terrace	Kansas City	MO	64131

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

X — **Applicant Signature** — 11/7/24 — **Date**

Name of Property Owner	Phone	Email Address
Phillip Zou	660-909-3116	zou88@yahoo.com

Address	City	State	Zip Code
PO Box 62317	Irvine	CA	92602

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

X — **Pr** — **Date**

*Property owner works between the US and China. It takes weeks to get responses sometimes. I have attached his previous approval with the last submittal.

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

PROJECT DESCRIPTION:

Project would include the demolition of the existing site features, existing building, and construction of a 110' long tunnel express car wash with associate 14 exterior vacuum stalls and 2-lane pay system.

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CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Kevin Uhl	Frontier Investments		
Address	**City**	**State**	**Zip**
800 E 101st Terrace Suite 120	Kansas City	MO	64131
Email	**Phone**	**Fax**	
kevinu@meyerbro.com	816.977.6322		

DEVELOPER

Name	Company Name		
Kasey Graham	Frontier Investments		
Address	**City**	**State**	**Zip**
800 E 101st Terrace Suite 120	Kansas City	MO	64131
Email	**Phone**	**Fax**	
kaseyg@meyer-companies.com	913.687.5767		

ENGINEER

Name	Company Name		
Dalton Singer	Kimley Horn		
Address	**City**	**State**	**Zip**
805 Pennsylvania Ave	Kansas City	MO	64105
Email	**Phone**	**Fax**	
dalton.singer@kimley-horn.com	816.683.9321		

ARCHITECT

Name	Company Name		
Holly Bergman	Finkle+Williams Architects		
Address	**City**	**State**	**Zip**
8787 Renner Blvd Suite 100	Lenexa	KS	66219
Email	**Phone**	**Fax**	
hbergman@finklewilliams.com	913.498.1550		

SURVEYOR

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

LANDSCAPE ARCHITECT

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

ATTORNEY

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

OTHER CONTACT

Name	Company Name		
Rob Heise	Frontier Investments		
Address	**City**	**State**	**Zip**
800 E 101st Terrace Suite 120	Kansas City	MO	64131
Email	**Phone**	**Fax**	
rheise@heise-meyer.com	913.209.9201		

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McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
138019	623269	Print Legal Ad-IPL02101160 - IPL0210116		$52.06	1	65 L

Attention: Traci Breshears

City of Blue Springs Community Development
903 W Main Street
Blue Springs, MO 64015

tbreshears@bluespringsgov.com

PUBLIC NOTICE

Rezoning | RZ-11-24-9418 and Planned Development Concept Plan | PDC-11-24-9419 "Tommy's Express Car Wash" 509 NW 7 HWY. Parcel # 36-920-02-23-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on Monday January 13, 2025 at 6:30 p.m. in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Phillip Zou, to rezone property from "GB"(General Business) to "PD-C" (Planned Development-Commercial). The applicant also request approval of a Planned Development (PD) Concept Plan to allow for demolition of the current site and construction of an express car wash. The subject property is located south of NW R D Mize and west of NW 7 Highway. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI; ACCORDING TO THE RECORDED PLAT THEREOF.

CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie | Associate Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning (RZ-11-24-9418) and Planned Development Concept Plan (PDC-11-24-9419) on Monday, January 21, 2025, at 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council
IPL0210116
Dec 29 2024

THE STATE OF TEXAS
COUNTY OF TARRANT

Mary Castro,

make oath and swear that

CYPRESS MEDIA, LLC, publishers of The Kansas City Star is published in the Kansas City, Missouri, metro (distribution) area including but not exclusively to Johnson and Wyandotte Counties in the state of Kansas, and Cass, Clay, Jackson and Platte Counties in the state of Missouri. We confirm the notice ran the days scheduled in this statement. A true copy of which is hereto attached was duly published in The Kansas City Star.

1 insertion(s) published on:
12/29/24

Mary Castro

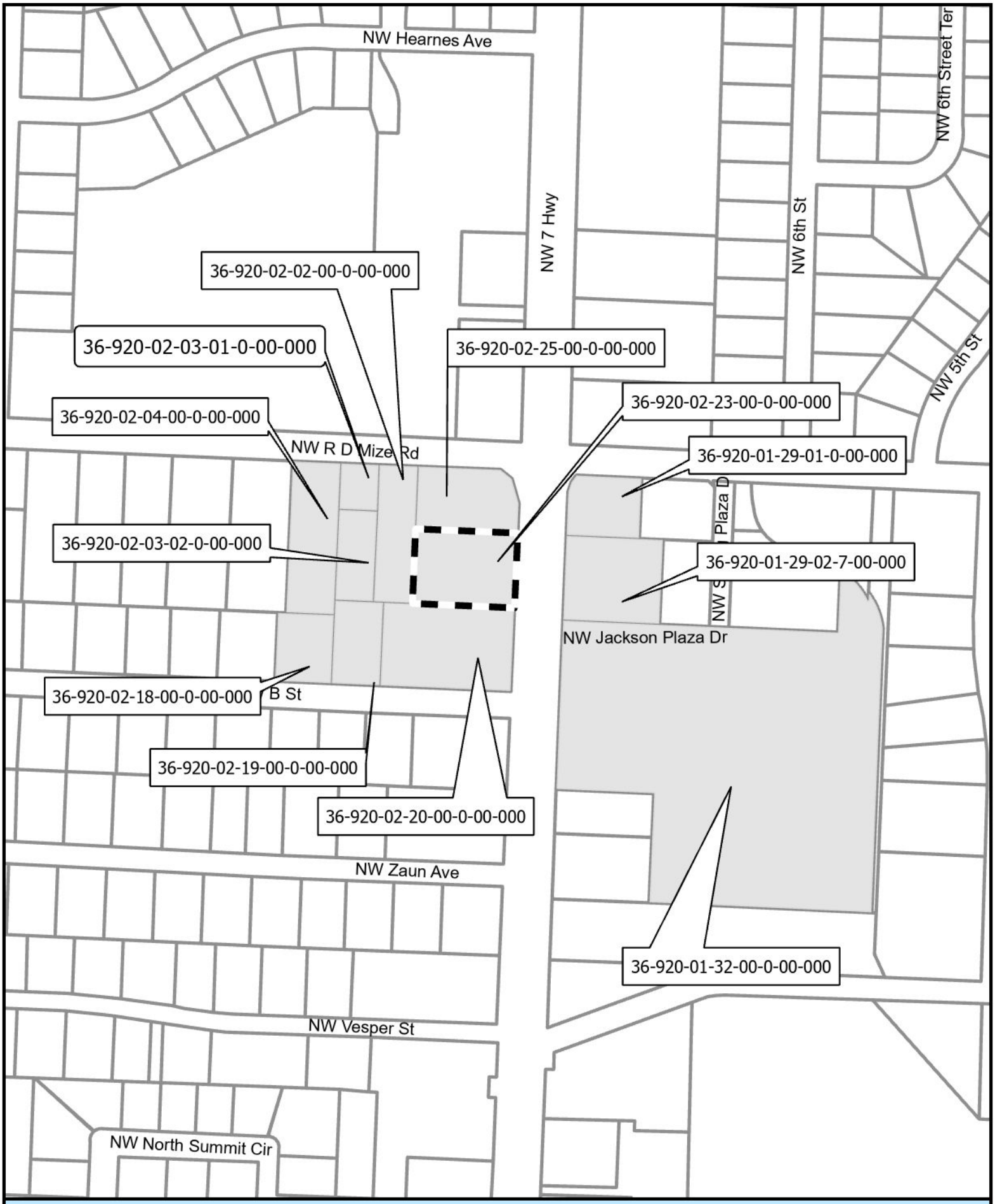
Sworn to and subscribed before me this 30th day of December in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County

NOTARY PUBLIC STATE OF TEXAS
MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



The City of Blue Springs Missouri

RZ-11-24-9418
PDC-11-24-9419
PARCEL # 36-920-02-23-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 250 feet
Date: 12/20/2024

Parcel Id	Situs Address	Situs City	Situs State	Situs Zip	Owner	Owner Address
36-920-01-29-02-7-00-000	530 NW 7 HWY	BLUE SPRINGS	MO	64014	27B PROPERTIES LLC	5215 W 94TH TERR PRAIRIE VILLAGE, KS 66207
36-920-02-23-00-0-00-000	509 NW 7 HWY	BLUE SPRINGS	MO	64015	NORTH WEST 7 LLC	109 HALE LAKE RD WARRENSBURG, MO 64093
36-920-02-25-00-0-00-000	607 NW 7 HWY	BLUE SPRINGS	MO	64015	BANK JACOMO	909 S 7 HWY BLUE SPRINGS, MO 64014
36-920-02-19-00-0-00-000	705 NW B ST	BLUE SPRINGS	MO	64015	MCAHAN CONNOR & BORRON JENNA	705 NW B ST BLUE SPRINGS, MO 64015
36-920-02-04-00-0-00-000	716 NW R D MIZE RD	BLUE SPRINGS	MO	64015	HUFF ENTERPRISES LLC	36103 E GARDNER OAK GROVE, MO 64075
36-920-02-20-00-0-00-000	503 NW 7 HWY	BLUE SPRINGS	MO	64015	COMMERCE BANK OF KANSAS CITY	8000 FORSYTH BLVD STE 1300 ST LOUIS, MO 63105
36-920-02-18-00-0-00-000	805 NW B ST	BLUE SPRINGS	MO	64015	YANG CHERCHEE & LOR KAYING | YANG KASIA	805 NW B ST BLUE SPRINGS, MO 64015 | 805 NW B ST BLUE SPRINGS, MO 64015
36-920-02-02-00-0-00-000	708 NW R D MIZE RD	BLUE SPRINGS	MO	64015	SISK JARED	7996 JOHNSON DR ODESSA, MO 64076
36-920-02-03-02-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64015	BENNETT SETH W | BENNETT WESTON & STACI	27904 E PINK HILL RD INDEPENDENCE, MO 64057 | 27904 E PINK HILL RD INDEPENDENCE, MO 64057

36-920-02-03-01-0-00-000	712 NW R D MIZE RD	BLUE SPRINGS	MO	64015	HAUSER JOHN S	1605 SW CROSS CREEK PL BLUE SPRINGS, MO 64015
36-920-01-32-00-0-00-000	450 NW 7 HWY	BLUE SPRINGS	MO	64014	BLUE SPRINGS FIRST LLC	2250 CALLE TIARA LA JOLLA, CA 92307
36-920-01-29-01-0-00-000	600 NW 7 HWY	BLUE SPRINGS	MO	64014	ROTTINGHAUS REAL ESTATE LLC	PO BOX 356 ONALASKA, WI 54650

Blue Springs, Missouri
Community Development

December 27, 2024

Ref: Public Hearing: Rezoning | RZ-11-24-9418
Planned Development Concept Plan | PDC-11-24-9419
Tommy's Express Car Wash
509 NW 7 Hwy
Parcel # 36-920-02-23-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, for approval to rezone from "GB" (General Business) to "PD—C" (Planned Development—Commercial). The applicant is also requesting approval of a Planned Development Concept Plan for Tommy's Express Car Wash to allow for the demolition of the current site and to allow the development of a tunnel car wash at 509 NW 7 Highway.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, January 13, 2025 @ 6:30 p.m.
&
City Council – Tuesday, January 21, 2025 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,
CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Traci Breshears
Administrative Assistant

City of St. Joseph Missouri

Tommy' s Express | Heartland
Kasey Graham
800 East 101st Terrace, #120
Kansas City, MO 64131

Dear Mr. Graham,

Since December of 2020 the Tommy's Express facility located in St. Joseph, MO has provided service to our community. On busy days, the tunnel wash site design has functioned without disruption to traffic flow on North Belt Highway (Highway 169). The business has managed the vehicular movement in a seamless manner, meeting all expectations of our public works department.

Should you have any questions, please contact me at 816-752-8134.

Sincerely,

Phillip Leimbach
Chief Project Manager
City of St. Joseph

Introduced by Councilmember _____ BILL NO. 5286
(RZ-11-24-9418 & PDC-11-24-9419)

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY FROM "GB" (GENERAL BUSINESS) TO "PD-C" (PLANNED DEVELOPMENT-COMMERCIAL) AND APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN FOR TOMMY'S EXPRESS CAR WASH

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

WHEREAS, after review of the PD Concept Plan with respect to such issues as density, impacting surrounding areas, and adequacy of facilities and services, basic parameters are established for the development of the PD project; and

WHEREAS, in accordance with Title IV, Unified Development Code (UDC) of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation; and a public hearing was held January 13, 2025, which Commission, after said hearing, recommended that the application for the Rezoning and PD Concept Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on January 21, 2025; and

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

WHEREAS, the City of Blue Springs, Missouri has regulated the development at this location by requiring that it be developed as a PD Concept Plan; and

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

Section 1. That following described tract of real estate is hereby rezoned from "GB" (General Business) to "PD-C" (Planned Development-Commercial). The site is legally described as:

Lots 1 and 2 and the South 9.25 feet of Lot 3, McCoy's Blue Springs Addition, a subdivision in Blue Springs, Jackson County, Missouri; According to the recorded plat thereof.

Section 2. That the above-described tract of real estate is hereby declared subject to Tommy's Express Car Wash PD Concept Plan.

Section 3. No land covered within this PD Designation, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the Planned Development Concept Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said PD Concept Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at it January 13, 2025, meeting and to the City Council meeting at its

January 21, 2025 meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this PD, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC; unless modified by the Planned Development.
   a. Reduce the side setback on the North from the required 10 feet to 3 feet.
   b. Waive the transparency requirement for a Pad Site Building.
   c. Waive the requirement for a primary entrance for a Pad Site building.
   d. Decrease the required buffers on the West, Southwest, and East sides of the site.
   e. Eliminate the requirement for a 6-ft. tall solid privacy fence adjacent to the "SF-7" zoning along the Southwest portion of the site.
2. The PD Standards shall permit all land uses allowed in the "GB" (General Business) zoning district at the time of development with the addition of Car Wash land use and exclusion of land uses as stipulated in PD Standards.
3. Any proposed improvements and impacts on MO 7 Highway identified in the Traffic Impact Study must be reviewed and approved by MoDOT.

Section 4. The Planned Development (PD) Standards, attached and entered as Exhibit A to the Ordinance, that outline the development regulations shall govern the development within the PD. The PD Standards shall remain in place as long as the PD zoning remains on the property, unless the PD Concept Plan in amended.

Section 5. A Planned Development Final Plan/Site Plan Design Review shall be submitted and approved prior to the issuance of any building permits for the PD Final Plan/Site Plan Design Review area. Approval of the PD Final Plan/Site Plan Design Review shall only be granted if it is in substantial compliance with the approved Tommy's Express Car Wash PD Concept Plan. The PD Concept Plan, attached and entered as Exhibit B to the Ordinance, shall regulate the development pattern of the property.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 7. 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 21 day of January 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A
PD STANDARDS

Written 04 Rezoning and 08 PD Concept Plan Narrative

We are applying to redevelop 509 Highway 7, Blue Springs, MO to accommodate a state-of-the-art tunnel car wash. After a few meetings with staff, it was mutually agreed upon the best plan of action would be to apply for a Planned District which creates a long-term win-win scenario. This protects the City from any future uses, by right, on the site by narrowing the uses the site can become without the City having an opportunity to weigh in on that future use.

The Tommy Car Wash is an innovatively designed wash that flips the traditional image of a dark and dingy car wash into an efficient, safe, fast, and exciting entertainment experience that will cycle a vehicle through the wash in approximately two minutes. Many progressive cities across the metro and the nation are realizing great benefits of having this style of wash in their communities. Our car wash meets the community/markets demand for a quality, quick and green wash option for our single family, apartment, and business neighbors.

Our site design uniquely fits the shape of the lot and meets the need for full-access wash models that are demanded by consumers. The internal circulation is logical and safe for customers. We have two automated pay lanes with camera recognition that will allow our customer members to proceed through the gates without rolling down their window. This system will quickly handle the payment process and coupled with patented belt conveyor system ("self-loading") and no manual prepping of the vehicles; our customers will quickly transition from payment through the wash and back out on the street. The current vehicle stacking number is 18 cars before the gate, 6 after the gate, and 5 to 6 in the wash at a time. This a total of 30 vehicles at any one time before a car is on the street.

Consistent with Neighboring Uses:

This cutting edge, tunnel wash integrates with the neighboring uses that are automotive related, without cannibalizing other sales, as well as served by two major arterial streets that is heavily traveled 7 days per week:

- Commerce Bank
- Convenience Stores (Hy-Vee, Price Chopper, Quicktrip)
- Central Bank
- Subway
- Big Biscuit
- Hobby Lobby
- Office Depot

Tommy's culture is one of deep community involvement. We look at each location as its own entity belonging to its specific community it becomes a part of. We quickly establish an outreach and community engagement program with local stakeholders to become integrated to the local neighborhood. Our plan typically targets.

- Local school system (BSSD in this instance)
- Chamber of Commerce
- Nonprofits
- Youth Athletics

Building and Site Design

We are continuously innovating components of the operations and have a long years of operational experience in Kansas City as well as over forty years of operational experience from the franchise. This experience also consists of the review of approximately 250 projects and two years of supplier selection meetings generated the architectural and site design. Tommy Equipment's corporate office worked with three architectural firms and various public surveys to develop the design of our building including its four-sided architecture. The East tower of the building is tall because it houses the

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EXHIBIT A
PD STANDARDS

management office, computer equipment and equipment/supply storage. This design feature is very important to the long term success of the business. The building is also very energy efficient utilizing an energy saving acrylic roof system and a water bio-reclamation system that is able to clean and reuse water. Any water that is discharged into the sanitary sewer system will also be thoroughly cleaned before it is discharged.

The vacuum area is a critical customer driven feature that is designed as an open space with natural light, and the feeling of security that an uncovered area provides. Our key demographic are parents with their kids that want to be out in the open with hoses on both sides of the vehicle.

We can meet any city planned development timeline outlined on the meeting and deadline schedule with a construction schedule of 7 months. The process is efficient and has minimal impact on surrounding entities.

Planned Development Standards and Deviation Requests

The Planned Development (PD) site shall conform to the General Business (GB) zoning district and Pad Site Building regulations unless otherwise stated herein.

Any standards not specified herein will revert to the General Business Zoning regulations set forth by the Blue Springs Unified Development Code in place at the time of development.

Section 404.140.B – General Business District Uses
Deviation: All land uses allowed in the General Business zoning district at the time of development will be allowed on the site with the addition of the Car
Wash land use.

Section 405.030 – Pad Site Building Side Setback
Deviation: Side setback of 3’ shall be allowed along north property line.

Section 407.040.C – Landscape Requirements
Deviation: There shall be no minimum percentage of plant units from shade and ornamental trees. Shrubs and evergreen/ornamental groundcovers shall be allowed to count for all plant unit requirements in all buffers.

Deviation: North landscape buffer shall be minimum of 2.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: East landscape buffer shall be minimum of 4.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: South landscape buffer shall be minimum of 2.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: West landscape buffer shall be minimum of 5 feet wide and shall require 30 plant units per 100 feet.

Section 407.040.D.e – Berms and Fencing
Deviation: No fence or berm shall be required along south property line abutting SF-7 zoning because the SF-7 zoning is on a developed commercial lot.

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EXHIBIT B
PD CONCEPT PLAN

LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED BUILDING OUTLINE
- PROPOSED BUILDING OVERHANG
- PROPERTY LINE
- BUILDING LINE
- 2FT CURB & GUTTER

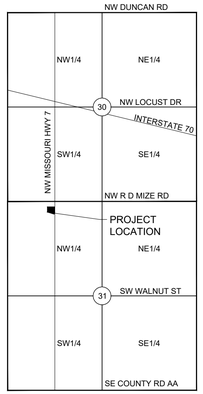
PD CONCEPT PLAN SUMMARY TABLE			
	ZONING		
A	EXISTING	GB (GENERAL BUSINESS)	
	PROPOSED	PD-C (PLANNED DEVELOPMENT - COMMERCIAL)	
B	**LAND AREA SUMMARY**		
	EXISTING & PROPOSED	0.72	ACRES
	LAND USE		
C	EXISTING	VACANT	
	PROPOSED	TUNNEL CAR WASH	
	IMPERVIOUS AREA		
D	EXISTING	0.67	93.1%
	PROPOSED	0.58	81.3%
	BUILDING INFORMATION		
E	GROSS FLOOR AREA (SF)		+/- 4,575
	BUILDING COVERAGE		15%
	PARKING COUNT		
	STALLS REQUIRED		N/A FOR CAR WASH USE
F	VACUUM STALLS PROVIDED		14
	STANDARD STALLS PROVIDED		6
	ADA STALLS REQUIRED		1
	ADA STALLS PROVIDED		1
	BUILDING STANDARDS SUMMARY		
	FRONT SETBACK		10 FT
	SIDE SETBACK (SOUTH)		10 FT
G	SIDE SETBACK (NORTH)		3 FT
	REAR SETBACK		20 FT
	MAX BUILDING COVERAGE		65% MAX
	MAX BUILDING HEIGHT		60' MAX

PD CONCEPT PLAN KEY NOTES

01 PROPOSED TUNNEL CAR WASH BUILDING
02 PROPOSED DUMPSTER ENCLOSURE
03 PROPOSED CONCRETE PAVEMENT (TYP.)
04 PROPOSED RAISED CONCRETE ISLAND (TYP.)
05 PROPOSED CONCRETE BAILOUT LANE
06 PROPOSED CONCRETE CURB & GUTTER (TYP.)
07 PROPOSED CONCRETE SIDEWALK
08 PROPOSED VACUUM (TYP.)
09 PROPOSED EQUIPMENT PAD
10 PROPOSED ATTACHED CANOPY
11 PROPOSED "EXIT ONLY, DO NOT ENTER" SIGN
12 PROPOSED DIRECTIONAL TRAFFIC ARROW
13 PROPOSED 4" TRAFFIC PAINT

S1 PROPOSED SANITARY SERVICE LINE TO CONNECT TO EXISTING SERVICE LINE
S2 PROPOSED SAND/OIL INTERCEPTOR

W1 PROPOSED WATER SERVICE LINE
W2 PROPOSED WATER RECLAMATION TANKS
W3 PROPOSED WATER METER



VICINITY MAP

SECTIONS 30 & 31, T49N, R30W
SCALE: 1" = 2000'

PD CONCEPT PLAN GENERAL NOTES

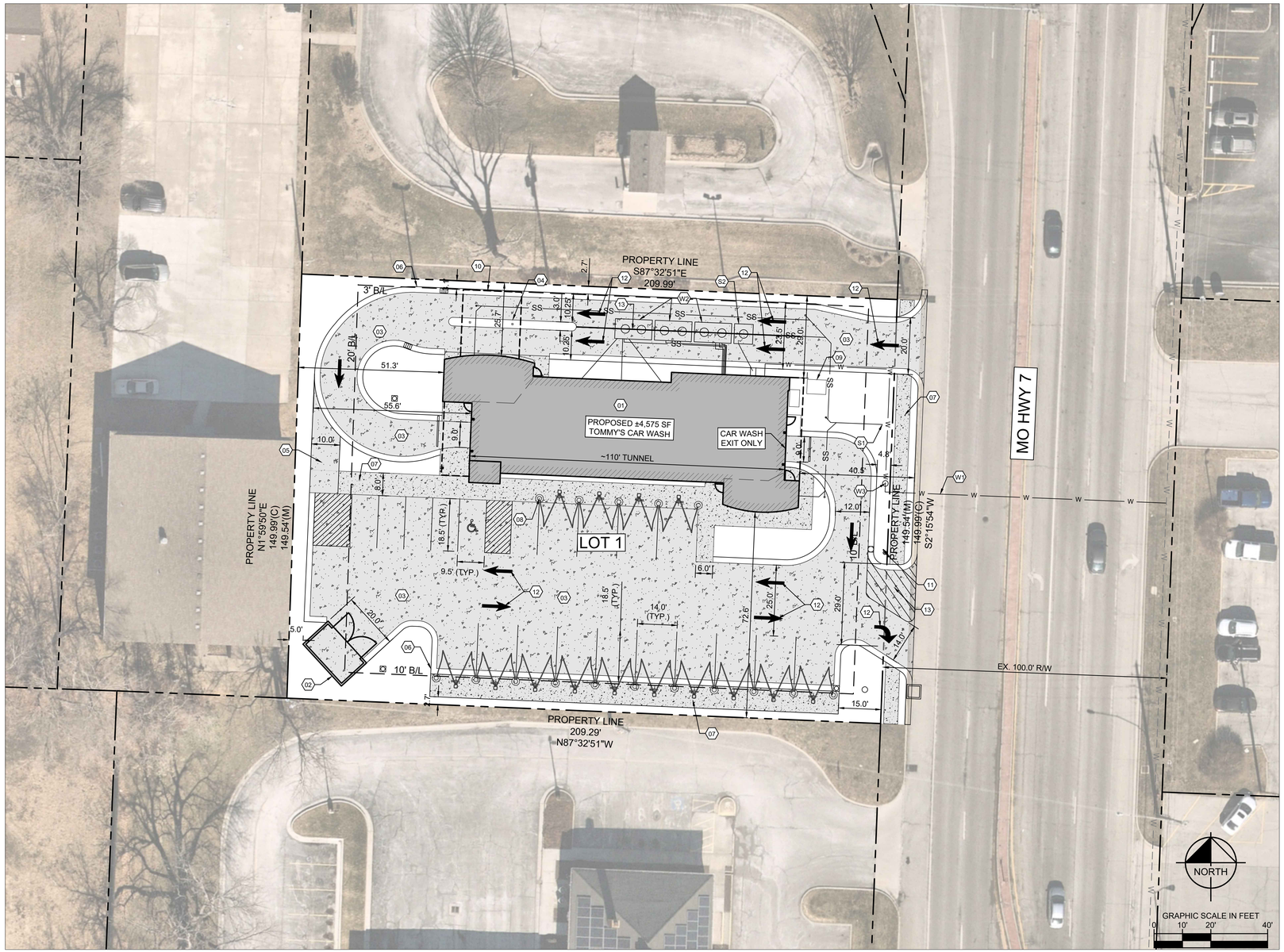
1. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. B/L REFERS TO THE BUILDING SETBACK LINE.
3. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.
4. TRASH ENCLOSURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BLUE SPRINGS UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT CODE.

SURVEY NOTE

1. THE BEARING SHOWN HEREON ARE BASED ON STATE PLAN COORDINATE SYSTEM, MISSOURI WEST ZONE NAD83.

LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.



No.	REVISIONS	DATE	BY

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
8551 PENNSYLVANIA AVE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-561-5555
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: JDB
DRAWN BY: JDB
CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

PD CONCEPT PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 11/07/2024
KHA PROJECT NO. 268560001
SHEET NUMBER
C3

Received
11/07/2024 10:52:18 AM

Drawing name: K:\KNC_LUEV\268560001 Tommy's Highway 7 (Blue Springs)\3 Design\CAD\PlanSheets\C3 PD CONCEPT PLAN.dwg PD CONCEPT PLAN Nov 06, 2024 4:49pm by Dalton.Signer
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 10, 2025

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

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

ISSUE/REQUEST

Berry, Dunn, McNeil & Parker, LLC (BerryDunn) Senior Consultant Jen Ferguson will present a kick-off orientation for the City Strategic Planning process which will include proposed phases, approach, schedule and timeline.

BACKGROUND/JUSTIFICATION

The City Council contracted with BerryDunn on October 21, 2024, by Resolution No. 87-2024 to lead the City in a Strategic Planning process. Staff has been meeting with BerryDunn bi-weekly to develop the timeline and planning process. Senior Consultant Jen Ferguson with BerryDunn will lead the process, along with other colleagues from BerryDunn.

Jen Ferguson will virtually present the Strategic Plan Overview which will include the project phases and approach, along with the schedule and timeline to complete the process. The presentation will also include what a comprehensive strategic plan is and how it will assist the City in developing a comprehensive tool that will guide the decisions made by elected officials and staff with accountability and transparency. At the conclusion of the presentation, BerryDunn will welcome questions and discussion. A similar kick-off event will occur with City management staff in February.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 21, 2025	December 31, 2025

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Strategic Planning Kick-off PowerPoint

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***



January 21, 2025

City of Blue Springs, MO
Strategic Planning Kick-off
City Council

BerryDunn

The City of Blue Springs Missouri

Agenda

- Introductions
- Strategic Planning Overview
- Project Phases and Approach
- Schedule and Timeline
- Questions and Discussion



Introducing the BerryDunn Team



Jen Ferguson
Project Manager and Lead Facilitator



Maddison Powers Spencer
Facilitator



Michelle Kennedy
Facilitator



Bailey Dickinson
Research Analyst

335+ Consulting Resources and 38 Years Serving the Public Sector

Inspiring Government Organizations to Transform and Innovate

BerryDunn has an in-depth understanding of the operations, business processes, and systems required to provide services to the public, partnering agencies, and internal stakeholders.

This understanding was gained through our work with more than 625 state, local, and quasi-governmental clients across the country, as well as through our team members' prior work in various roles across state and local government.

What is a Strategic Plan?

STRATEGIC PLAN

WHAT the City will prioritize and focus on

A **DYNAMIC DOCUMENT** that guides decision making

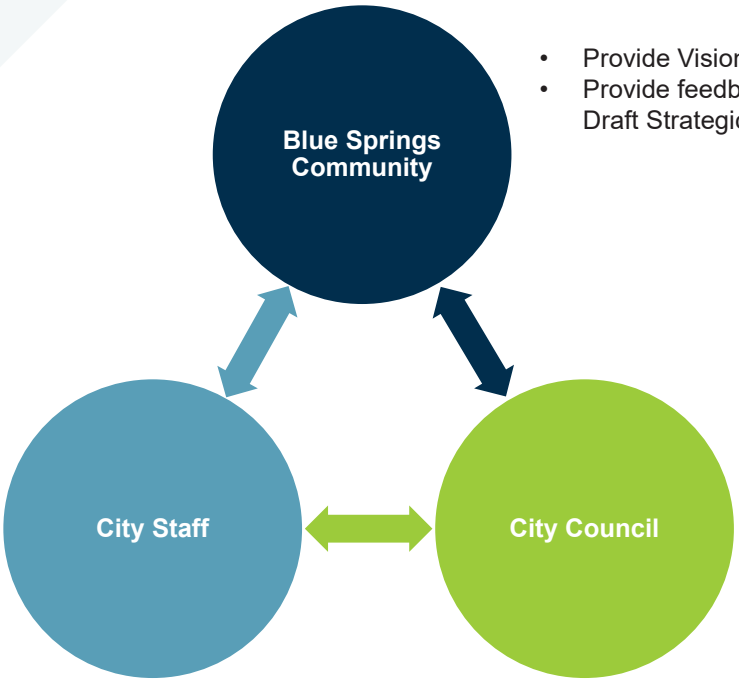
A **TOOL** for government transparency and accountability

HOW the City carries out its strategy to reach the vision, priorities, and goals is defined in the **Implementation Plan**

What is a Strategic Plan?

planning type	Strategic	Comprehensive	Parks, Recreation, and Open Space
purpose	Assesses where an enterprise- or department-wide organization is now, where it wants to go, and how it will get there	Captures the vision and roadmap for the physical development of a community through future land use	Creates a pathway for development of recreational opportunities, including developing applicable policies, programs, and projects
focus(es)	Organizational direction Resource alignment Collective impact and stewardship in decision-making, policies, plans, programs, and policies	Land use and zoning Population growth Housing Economic development Environmental stewardship	Park, Trail, and Facility Amenities Inventory Future Acquisitions Multi-modal and Accessibility Assessment Recreational Programming Sustainable Development
lifespan	3 – 5 years	10 – 20 years	3 – 5 years

Roles in the Strategic Planning Process



- Provide Vision Insights
- Provide feedback on the Draft Strategic Plan

- Refine mission, vision, and values
- Refine goal statements
- Develop objectives, define outcomes, and set performance measures

- Develop Vision, Mission, and Values
- Develop Strategic Priorities, and Goals

Project Approach and Phases



Project Planning and Management

Began December 2024



Stakeholder and Community Engagement, Strategic Analysis

January – April 2025



Strategic Plan Development

May - July 2025



Implementation and Action Planning

August – September 2025

Key Project Activities

Community and Staff Engagement

- Social Pinpoint
- Interviews and focus groups with community leaders, elected officials
- Interviews with staff
- Community forums

Plan Development

- Strategic planning workshops with City Council and City Leadership
- Refinement of goals, objectives and performance measures through work sessions with staff
- Graphically designed version of the final strategic plan adopted by the City Council

Implementation and Action

- Development of implementation plan to operationalize the vision and strategic and monitor strategic plan progress
- Connect the Strategic Plan to the Operating and Capital Budgets
- Develop Performance Dashboard to report progress

Project Schedule and Milestones

Blue Springs, MO Strategic Planning - Schedule			
Project Phase	**Task**	**Start date**	**Due date**
Project Management	Finalize Project Work Plan and Schedule with the City	12/23/2024	12/30/2024
	Kick-off Orientation Presentation to City Council	**01/21/2025**	**01/21/2025**
	Kick-off Orientation Presentation to Leadership Team	02/04/2025	02/04/2025
Environmental Scan and Strategic Analysis	**Conduct Interviews With Stakeholders - Virtual**	**02/10/2025**	**03/21/2025**
	Conduct Interviews With Stakeholders - On-site	03/25/2025	03/27/2025
	Administer a Social Pinpoint Website for Community Input	**02/01/2025**	**04/07/2025**
	Facilitate Blue Springs Community Forums	03/25/2025	03/27/2025
Plan Development	**Facilitate Strategic Planning Session 1 with City Council**	**05/07/2025**	**05/07/2025**
	Facilitate Strategic Planning Session 2 with Leadership Team	05/08/2025	05/08/2025
	Present Draft Strategic Plan to City Council and Leadership Team	**06/30/2025**	**06/30/2025**
	Present Final Plan to City Council for Adoption	07/21/2025	07/21/2025
Implementation Planning	**Develop Implementation and Action Plan**	**08/01/2025**	**08/29/2025**
	Performance Reporting and Dashboard	08/01/2025	08/29/2025



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

Questions and Discussion

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 2, 2024

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Passage of a Bill authorizing legal counsel to institute condemnation proceedings if property interests cannot be acquired by purchase through good faith negotiations and authorizing the City to acquire and accept permanent right-of-way and easements.

BACKGROUND/JUSTIFICATION

On November 20, 1995, the City Council approved Ordinance No. 2633 which entered into agreements to purchase property for the development of the Adams Pointe Golf Course. As part of the purchase agreement, the City agreed to move or have moved, at the City's expense, a service electrical power line. That power line presently provides power to the billboard located along the north boundary of the plat and I-70 to a location in either an easement that would run along the north boundary of the plat with I-70 or in the I-70 right-of-way. To fulfill this requirement the City needs to obtain such easements to relocate the power.

The City, through Keller, Craig and Associates, will negotiate a Fair Market Value price to obtain the required easements. Keller, Craig and Associates will complete a standard appraisal report for the property and will negotiate a fair market value purchase for the property. However, if a fair market value cannot be negotiated, the City is authorized to institute condemnation proceeding if property cannot be obtained through good faith negotiations.

The City's legal counsel, Lauber Municipal Law, will provide legal services for the condemnation proceedings if they are required.

Staff is requesting that the Council determine and declare the necessity of acquiring for public use certain permanent right-of-way, permanent easement, and/or temporary construction easement for the extension of utilities, that the City Administrator is authorized to negotiate and execute all necessary documents for the purpose of acquiring and accepting the property interests, and that the City Attorney is authorized to institute condemnation proceedings if the property interests cannot be acquired by purchase through good faith negotiations.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 21, 2025	August 31, 2025

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 Survey Map attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5287

ORDINANCE NO. _____

AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING REAL PROPERTY FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THE EXTENSION OF PUBLIC UTILITY SERVICES IN THE CITY BY NEGOTIATION OR, IF NECESSARY, CONDEMNATION AND AUTHORIZING THE CITY ADMINISTRATOR TO OBTAIN AND EXECUTE ALL INSTRUMENTS NECESSARY FOR ACQUISITION OF SUCH LAND

WHEREAS, the Blue Springs City Council deems it necessary, desirable, advisable and in the public interest to obtain certain permanent right-of-way and easements for the purpose of establishing, constructing, maintaining, and improving public infrastructure services to a billboard located at 2410 and 2405 NE Coronado Drive; and

WHEREAS, the City is duly organized and existing under a constitutional charter framed pursuant to Article VI, Sections 19 and 19(a) of the Constitution of the State of Missouri, and as such possesses the power of eminent domain for the purpose of condemning private property for any public use or purpose, including for the uses or purposes stated herein if a Fair Market Value agreement is not obtained; and

WHEREAS, the City is specifically empowered to establish, open, alter, widen, extend, grade, improve, construct, reconstruct, and maintain public utility services and other public improvements and to acquire land and rights therein for such purposes under and by virtue of the Missouri Constitution, the Revised Statutes of Missouri, including but not limited to Chapter 88 and Section 82.240, and the City Charter of the City of Blue Springs, Missouri, including but not limited to Section 2.1.

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

Section 1: That it is hereby found, determined and declared that it is necessary and in the public interest for the public purpose of establishing, constructing, maintaining, and improving public infrastructure services to a billboard located at 2410 and 2405 NE Coronado Drive, pursuant to plans and specifications on file with the Public Works Department, to acquire, by purchase or condemnation proceedings, certain permanent right of way, permanent easement, and/or temporary construction easement for such public improvements, and all work incidental and subsidiary thereto, in the lands in Jackson County, Missouri as set forth and legally described in Survey Map **"Exhibit A"** attached hereto and incorporated by reference as if fully set forth herein.

Section 2: That the City Administrator and their designees are hereby authorized to offer, negotiate and contract with the owners of property herein described for the purpose of acquiring said necessary interests in real property, but the offer amounts shall not be lower than the amounts reflected in an appraisal.

Section 3: That the City Administrator and their designees are hereby authorized to execute necessary documents to pay and disburse funds to property owners, others holding property rights, and escrow agents pursuant to negotiated agreements associated with acquisition of said necessary interests in real property.

Section 4: That, in the event of failure following good faith negotiations to reach agreement on the amount of compensation to be paid for the acquisition of said necessary interests in real property, the City Attorney and their designees, including special counsel, are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring said necessary interests in real property in the manner provided for by law.

Section 5: The Mayor, the City Administrator, the City Attorney, special counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 21st day of January 2025.

CITY OF BLUE SPRINGS

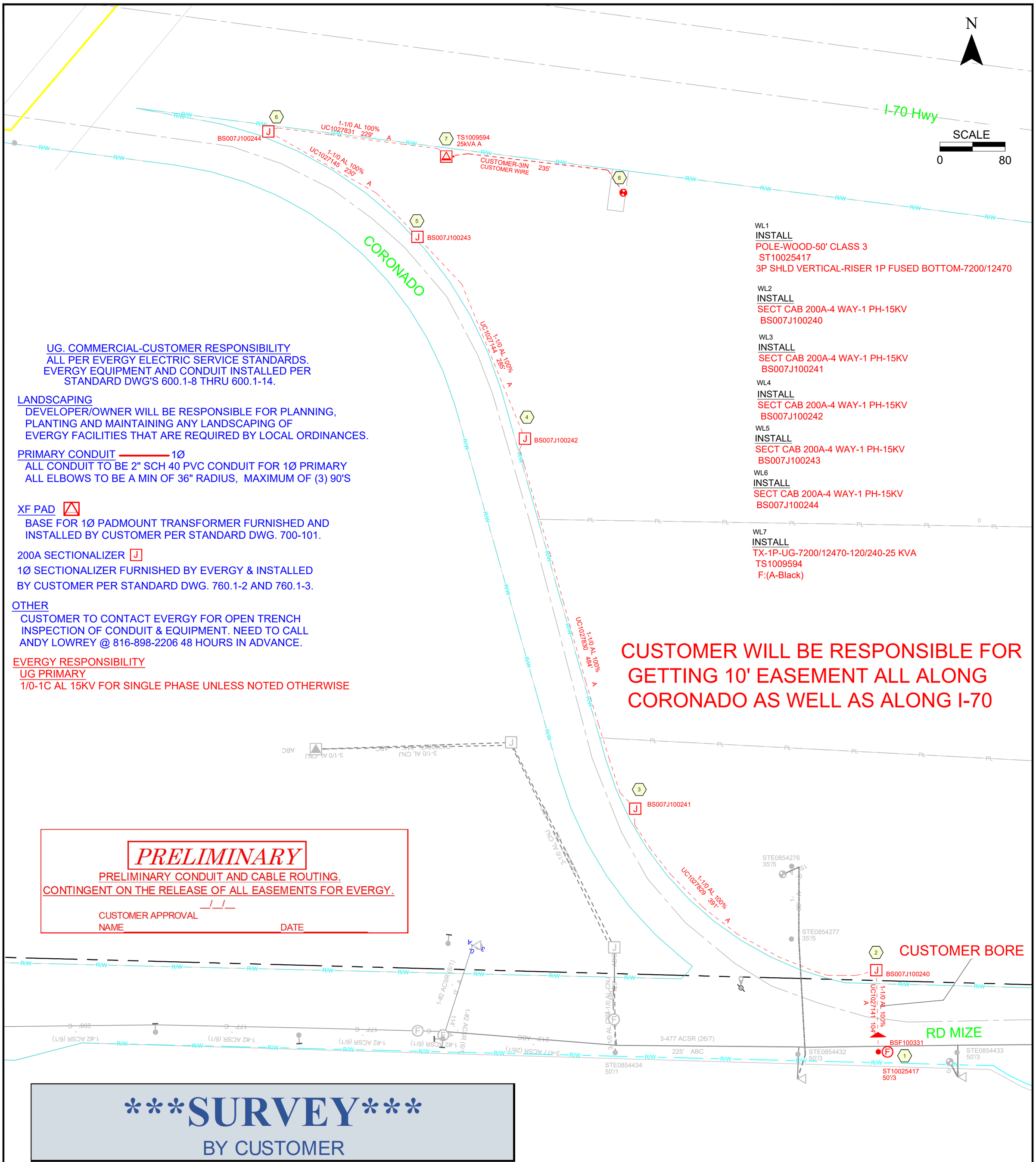
_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Exhibit A



UG. COMMERCIAL-CUSTOMER RESPONSIBILITY
ALL PER EVERGY ELECTRIC SERVICE STANDARDS.
EVERGY EQUIPMENT AND CONDUIT INSTALLED PER
STANDARD DWG'S 600.1-8 THRU 600.1-14.

LANDSCAPING
DEVELOPER/OWNER WILL BE RESPONSIBLE FOR PLANNING, PLANTING AND MAINTAINING ANY LANDSCAPING OF EVERGY FACILITIES THAT ARE REQUIRED BY LOCAL ORDINANCES.

PRIMARY CONDUIT ——— 1Ø
ALL CONDUIT TO BE 2" SCH 40 PVC CONDUIT FOR 1Ø PRIMARY
ALL ELBOWS TO BE A MIN OF 36" RADIUS, MAXIMUM OF (3) 90'S

XF PAD
BASE FOR 1Ø PADMOUNT TRANSFORMER FURNISHED AND INSTALLED BY CUSTOMER PER STANDARD DWG. 700-101.

200A SECTIONALIZER J
1Ø SECTIONALIZER FURNISHED BY EVERGY & INSTALLED BY CUSTOMER PER STANDARD DWG. 760.1-2 AND 760.1-3.

OTHER
CUSTOMER TO CONTACT EVERGY FOR OPEN TRENCH INSPECTION OF CONDUIT & EQUIPMENT. NEED TO CALL ANDY LOWREY @ 816-898-2206 48 HOURS IN ADVANCE.

EVERGY RESPONSIBILITY
UG PRIMARY
1/0-1C AL 15KV FOR SINGLE PHASE UNLESS NOTED OTHERWISE

WL1
INSTALL
POLE-WOOD-50' CLASS 3
ST10025417
3P SHLD VERTICAL-RISER 1P FUSED BOTTOM-7200/12470

WL2
INSTALL
SECT CAB 200A-4 WAY-1 PH-15KV
BS007J100240

WL3
INSTALL
SECT CAB 200A-4 WAY-1 PH-15KV
BS007J100241

WL4
INSTALL
SECT CAB 200A-4 WAY-1 PH-15KV
BS007J100242

WL5
INSTALL
SECT CAB 200A-4 WAY-1 PH-15KV
BS007J100243

WL6
INSTALL
SECT CAB 200A-4 WAY-1 PH-15KV
BS007J100244

WL7
INSTALL
TX-1P-UG-7200/12470-120/240-25 KVA
TS1009594
F:(A-Black)

CUSTOMER WILL BE RESPONSIBLE FOR GETTING 10' EASEMENT ALL ALONG CORONADO AS WELL AS ALONG I-70

PRELIMINARY
PRELIMINARY CONDUIT AND CABLE ROUTING.
CONTINGENT ON THE RELEASE OF ALL EASEMENTS FOR EVERGY.
__/__/__
CUSTOMER APPROVAL
NAME_____ DATE_____

SURVEY
BY CUSTOMER

BUILT AS DESIGNED ☐
CHANGES AS NOTED ☐
LEADMAN _____ DATE_____
FCS_____ DATE_____

DISCLAIMER AND COPYRIGHT NOTICE

The information contained on this drawing/map is used to locate, identify and/or inventory Evergy Inc. electrical facilities located on parcels of land in the Evergy Inc. service area. It is intended for reference purposes only and is NOT to be construed or used as a "legal description." Map information is believed to be accurate but accuracy is not guaranteed. This information should not be relied upon as a substitute for an actual field survey. This drawing/map is not to be used as a substitute for using the ONE-CALL system for purposes of digging and excavation. You must call ONE-CALL (811) to notify operators of underground facilities of proposed excavation or digging to request that member companies mark their underground facilities before they dig! In no event will Evergy Inc. be liable for any damages, including loss of data, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the inaccuracy, use or misuse of this map or the information it contains. You are prohibited from reproducing or distributing this drawing/map or any portion of it without written permission of Evergy Inc. © Evergy Inc. All rights reserved.

EXISTING _____
INSTALL _____
REMOVE ---///---
MODIFY _____

811 Know what's below. Call before you dig.

CONTACTS

PROJECT DESIGNER:	STEPHEN JEFFERS
PHONE #:	816-363-9437
CUSTOMER:	ADAM HILGEDICK
PHONE #:	816-655-0339

TITLE RELOCATE BILLBOARD FEED
ADDRESS CORONADO AND RD MIZE
CITY BLUE SPRINGS STATE MO
12.47KV DATE 12/1/2023

WO# 50038619
CENTER 439
CIRCUIT 11824
DESIGNED BY SMJ1870
SHEET 1 OF 1

REV.	DATE	BY	CHECKED	APPROVED

evergy
Think Safety!
DWG FILE # 50038619-1

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 10, 2024

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

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

ISSUE/REQUEST

Passage of a Bill calling an election to amend the Charter of the City of Blue Springs and providing for submissions of the Charter amendments to the qualified voters of the City for their approval at the general election called and to be held in the City on April 8, 2025.

BACKGROUND/JUSTIFICATION

Section 12.8 *Charter Review Commission* of the Blue Springs Home Rule Charter states the City Council shall select a Charter Review Commission to recommend to the voters of the City proposed amendments to the existing Charter not less than every five years. On October 21, 2024, the City Council established the 2024 Charter Review Commission, and nine members were appointed to serve.

The Commission members held four meetings and presented recommendations for Charter amendments at the January 7, 2025 City Council meeting. After discussion, the City Council directed staff to draft ballot language for the following Charter amendments:

1. Articles III and IV – City Council and Mayor:
   a. Require residency during the term of an elected official
   b. Extend the timeline for Mayor to fill vacancy on Council and extend the term of the appointment
2. Article VI - Administrative Organization, Personnel System and Comprehensive Development Plan
   a. Add ability to have a Health Department
   b. Change Comprehensive Plan title and timeline for updates
3. Article IX – Initiative, Referendum and Recall
   a. Clarify qualifications for Petitioners' Committee and outline process to add additional circulators
   b. Remove outdated references and allow for pickup of documents and change Petition template to add line for printed name
   c. Extend timeline to submit signatures after initial filing
4. General/Clarifying amendments:
   a. 3.18 - Independent Audit
   b. 5.4.E - Budget and Capital Improvement Program
   c. 7.5 and 7.6 - Council Action on Budget and Capital Improvement Program
   d. 7.6 - Public Record
   e. 7.9 - Tax Rates and Tax Rolls

The recommended amendments are shown in the redlined Charter (Attachment #2 to the Bill), with ~~strikethrough~~ for language being removed and underscore for language being added.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 8, 2025	N/A

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Charter Review Commission
Date:	December 18, 2024
Action:	Unanimously recommended approval of proposed amendments

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Notice of Election with ballot language and Charter with proposed amendments redlined attached as Attachments 1 and 2, respectively

REVIEWED BY:

Requesting Director: ***Sheryl Morgan*** ***Assistant to the City Administrator***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5288

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION TO AMEND THE CHARTER OF THE CITY OF BLUE SPRINGS AND PROVIDING FOR SUBMISSIONS OF THE CHARTER AMENDMENTS TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON APRIL 8, 2025

WHEREAS, on April 5, 1994, the voters of the City of Blue Springs, Missouri, chose to be governed by a City Charter and to provide in such Charter for a Charter Review Commission; and

WHEREAS, Article XII of the Charter mandates that no less than every five years the City Council shall provide for a Charter Review Commission; and

WHEREAS, a Charter Review Commission was approved by the City Council at its October 21, 2024 meeting, and nine members were appointed to serve. The Commission held four meetings and presented recommendations for Charter amendments at the January 7, 2025 City Council meeting; and

WHEREAS, after duly considering such proposals, the City Council desires to submit to the electors of the City of Blue Springs, Missouri certain proposed amendments at the April 8, 2025 election.

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

Section 1. That an election shall be held on April 8, 2025, placing before the voters within the City of Blue Springs the following questions:

CHARTER QUESTION NO. 1

Shall the Charter of Blue Springs Sections 3.3, 3.10, and 4.2 be amended to provide that: 1) Councilmembers shall reside in their districts during their terms; 2) when a City Councilmember seat is vacant, the Mayor shall appoint, and the City Council shall approve, a replacement at or before the second regularly scheduled meeting of the City Council after the vacancy occurs, rather than the next meeting of the City Council after the vacancy occurs; 3) when a City Councilmember is appointed to fill a vacancy, such appointment shall last until the term expires, rather than until the next regular municipal election for which the filing period has not closed; and 4) the Mayor shall reside within the City during their term?

CHARTER QUESTION NO. 2

Shall the Charter of Blue Springs Sections 9.2, 9.3, and 9.5 be amended to: 1) clarify that only registered, qualified voters of the City may commence initiative, referendum, or recall proceedings; 2) provide that a Petitioners' Committee shall select a Chairperson for the Committee; 3) provide that a petition shall be signed in ink only, rather than indelible pencil, and shall include the printed name of the person signing the petition; and 4) provide that documents related to a pending petition may be mailed by certified mail, return receipt requested, rather than registered mail, and that documents related to a pending petition may be picked

up in person at City Hall with written acknowledgement of the receipt of the documents?

CHARTER QUESTION NO. 3

Shall the Charter of Blue Springs Section 9.2 be amended to provide that: 1) persons who have been convicted of, found guilty of, or pled guilty to an offense involving forgery under the laws of Missouri or an offense under the laws of any other jurisdiction if that offense would have been considered forgery under the laws of Missouri shall not qualify as petition circulators; and 2) after the initial Petitioners' Committee is formed, additional registered, qualified voters of the City may join the Petitioners' Committee by submitting a notarized Affidavit, which shall be signed by the Petitioners' Committee Chair and the additional Petitioners' Committee member, and shall include the additional member's name and address; and that the Affidavit shall be received by the City Clerk's Office prior to the additional member obtaining signatures on a petition?

CHARTER QUESTION NO. 4

Shall the Charter of Blue Springs Section 9.4 be amended to provide that: 1) referendum petitions must be filed within ninety (90) calendar days, rather than sixty (60), after adoption of the ordinance to be reconsidered; and 2) initiative and recall petitions must be filed within ninety (90) days, rather than sixty (60), after issuance of the petition forms to the Petitioners' Committee?

CHARTER QUESTION NO. 5

Shall the Charter of Blue Springs Sections 3.18, 5.4, 6.1, 6.3, 7.5, 7.6, and 7.9 be amended to: 1) provide that the annual audit of City accounts and management report be completed in accordance with the Government Accounting Standards Board accounting principles; 2) provide that the City Administrator's recommended annual operating budget and Capital Improvement Program shall be made available to the public; 3) provide that the City Council may by ordinance establish a City health department; 4) provide that the City Administrator, or their designee, shall prepare a City Comprehensive Plan, which shall be amended from time to time pursuant to State law, rather than every five years; 5) provide that the budget shall be displayed on the City of Blue Springs website, rather than be prominently displayed on the City of Blue Springs website; 6) provide that the budget and capital improvement program shall be made available at City Hall, rather than in suitable places throughout the City; and 7) remove outdated language regarding the computation of taxes?

Section 2. That the form of Notice of Election showing said questions, a copy of which is attached hereto and made a part hereof as **Attachment 1**, is hereby approved.

Section 3. That a full and complete copy of the redlined Charter of the City of Blue Springs, with proposed amendments indicated by ~~strikethrough~~ for language being removed and underscore for language being added, is attached hereto and incorporated herein as **Attachment 2**, and a copy of the same shall be maintained on file in the office of the City Clerk of the City of Blue Springs, Missouri where the same shall be open for inspection and copying.

Section 4. That the City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Jackson County, Missouri of the passage of the Ordinance no later than 5:00 P.M. on Tuesday, January 28, 2025, in accordance with the laws applicable to this election.

Section 5. That amendments to the Charter of the City of Blue Springs, Missouri approved by the voters of the City at the April 8, 2025 election, shall become effective at the first meeting of the City Council after certification of the election results.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 21st day of January 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

ATTACHMENT 1

NOTICE OF ELECTION

CITY OF BLUE SPRINGS, MISSOURI

Notice is hereby given to the qualified voters of the City of Blue Springs, Missouri, that the City Council of the City has called an election to be held in the City on April 8, 2025, commencing at 6:00 A.M. and closing at 7:00 P.M., on the questions contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF BLUE SPRINGS, MISSOURI
APRIL 8, 2025

CHARTER QUESTION NO. 1

Shall the Charter of Blue Springs Sections 3.3, 3.10, and 4.2 be amended to provide that: 1) Councilmembers shall reside in their districts during their terms; 2) when a City Councilmember seat is vacant, the Mayor shall appoint, and the City Council shall approve, a replacement at or before the second regularly scheduled meeting of the City Council after the vacancy occurs, rather than the next meeting of the City Council after the vacancy occurs; 3) when a City Councilmember is appointed to fill a vacancy, such appointment shall last until the term expires, rather than until the next regular municipal election for which the filing period has not closed; and 4) the Mayor shall reside within the City during their term?

YES ☐
NO ☐

CHARTER QUESTION NO. 2

Shall the Charter of Blue Springs Sections 9.2, 9.3, and 9.5 be amended to: 1) clarify that only registered, qualified voters of the City may commence initiative, referendum, or recall proceedings; 2) provide that a Petitioners' Committee shall select a Chairperson for the Committee; 3) provide that a petition shall be signed in ink only, rather than indelible pencil, and shall include the printed name of the person signing the petition; and 4) provide that documents related to a pending petition may be mailed by certified mail, return receipt requested, rather than registered mail, and that documents related to a pending petition may be picked up in person at City Hall with written acknowledgement of the receipt of the documents?

YES ☐
NO ☐

CHARTER QUESTION NO. 3

Shall the Charter of Blue Springs Section 9.2 be amended to provide that: 1) persons who have been convicted of, found guilty of, or pled guilty to an offense involving forgery under the laws of Missouri or an offense under the laws of any other jurisdiction if that offense would have been considered forgery under the

laws of Missouri shall not qualify as petition circulators; and 2) after the initial Petitioners' Committee is formed, additional registered, qualified voters of the City may join the Petitioners' Committee by submitting a notarized Affidavit, which shall be signed by the Petitioners' Committee Chair and the additional Petitioners' Committee member, and shall include the additional member's name and address; and that the Affidavit shall be received by the City Clerk's Office prior to the additional member obtaining signatures on a petition?

YES ☐
NO ☐

CHARTER QUESTION NO. 4

Shall the Charter of Blue Springs Section 9.4 be amended to provide that: 1) referendum petitions must be filed within ninety (90) calendar days, rather than sixty (60), after adoption of the ordinance to be reconsidered; and 2) initiative and recall petitions must be filed within ninety (90) days, rather than sixty (60), after issuance of the petition forms to the Petitioners' Committee?

YES ☐
NO ☐

CHARTER QUESTION NO. 5

Shall the Charter of Blue Springs Sections 3.18, 5.4, 6.1, 6.3, 7.5, 7.6, and 7.9 be amended to: 1) provide that the annual audit of City accounts and management report be completed in accordance with the Government Accounting Standards Board accounting principles; 2) provide that the City Administrator's recommended annual operating budget and Capital Improvement Program shall be made available to the public; 3) provide that the City Council may by ordinance establish a City health department; 4) provide that the City Administrator, or their designee, shall prepare a City Comprehensive Plan, which shall be amended from time to time pursuant to State law, rather than every five years; 5) provide that the budget shall be displayed on the City of Blue Springs website, rather than be prominently displayed on the City of Blue Springs website; 6) provide that the budget and capital improvement program shall be made available at City Hall, rather than in suitable places throughout the City; and 7) remove outdated language regarding the computation of taxes?

YES ☐
NO ☐

Given under my hand and Official Seal of the City of Blue Springs, Missouri, this ___ day of January 2025.

CITY OF BLUE SPRINGS

_____
Erin Ford, City Clerk

RECEIPT ACKNOWLEDGED BY:

_____

Jackson County Board of Election Commissioner

Date:_____, 2025

Chapter C
CHARTER OF THE CITY

PREAMBLE: In order to provide for the government of the City of Blue Springs, and secure the benefits and advantages of constitutional Home Rule under the Constitution of the State of Missouri, the people of Blue Springs adopt the following Charter:

ARTICLE I
Incorporation, Name And Boundaries

Section 1.1. Incorporation, Name And Boundaries. [R.O. 1996 § C-1.1]
The inhabitants of the City of Blue Springs within the corporate limits as now established or as hereafter established and on file in the office of the City Clerk in the manner provided by law, shall continue to be a body politic and corporate in perpetuity, under the name of the City of Blue Springs.

ARTICLE II
Powers

Section 2.1. Powers. [R.O. 1996 § C-2.1]
The City shall have all powers which the General Assembly of the State of Missouri has authority to confer upon any City, provided such powers are consistent with the Constitution of this State and are not limited or denied either by this Charter or by Statute. The City shall in addition to its home rule powers, have all powers conferred by law.

Section 2.2. Construction. [R.O. 1996 § C-2.2]
The powers of the City shall be liberally construed. The specific mention of a particular power in this Charter shall not be construed as limiting the powers of the City.

ARTICLE III
City Council

Section 3.1. Where Powers Vested. [R.O. 1996 § C-3.1]
Except as this Charter provides otherwise, all powers of the City shall be vested in the City Council. The City Council shall provide for the exercise of these powers and for the performance of all duties and obligations imposed on the City by law.

Section 3.2. Composition. [R.O. 1996 § C-3.2; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

There shall be a City Council of the Mayor and six (6) City Councilmembers, two (2) from each of the three (3) districts, elected by the registered, qualified voters of their respective districts, as provided by Section 3.4.

District boundaries shall be established by ordinance following each Federal decennial census. Districts shall be compact and contiguous and contain, as nearly as possible, an equal number of inhabitants. The City Council shall approve any new district boundaries by majority vote.

Section 3.3. Qualifications. [R.O. 1996 § C-3.3; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A City Councilmember shall be at least twenty-five (25) years of age prior to the election, a citizen of the United States, an inhabitant and a registered, qualified voter of the City for two (2) years next preceding election and shall be an inhabitant of the district one hundred eighty-two (182) days next preceding election and during the term.

No City Councilmember shall be delinquent in paying any County, or Blue Springs income, personal property, real property or sales taxes, nor have been removed from an elected public office, nor be a convicted felon, nor be a registered sex offender, except that a person recalled from office may again run for the office from which recalled following the expiration of the term from which they were recalled, or may at any time run for a different office.

Section 3.4. Election And Terms. [R.O. 1996 § C-3.4; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

City Councilmembers shall be elected to serve staggered three (3) year terms.

Section 3.5. Compensation, Allowances And Expenses. [R.O. 1996 § C-3.5; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The City Council shall determine the annual compensation, allowances, and expenses of City Councilmembers by ordinance. Beginning in 1995, and at least every (5) years thereafter, compensation shall be reviewed by the City Council which may adjust compensation and allowances by ordinance. No ordinance increasing compensation shall become effective for a City Councilmember until the commencement of a new term of office.

Section 3.6. Mayor Pro Tempore. [R.O. 1996 § C-3.6; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The City Council shall elect annually from among the City Councilmembers a Mayor Pro Tempore. The Mayor Pro Tempore shall assume the powers and duties of the Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Mayor until the next regular municipal election. The election shall occur in accordance with the election laws of the State of Missouri.

Section 3.7. Prohibitions. [R.O. 1996 § C-3.7; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Holding Other Office. Except where authorized by law, or pursuant to an agreement between the City and another entity of government, no City Councilmember shall hold any other City office, City employment or other elected public office during the term for which the City Councilmember was elected to the City Council, and no former Councilmember shall hold any compensated appointive City office or City employment until two (2) years

after the expiration of the term for which the City Councilmember was elected to the City Council.

B. Appointments And Removals. No City Councilmember shall in any manner dictate the appointment or removal of any City administrative officers or employees whom the City Administrator or any subordinates are empowered to appoint, but the City Council as a group may express its views and fully and freely discuss with the City Administrator anything pertaining to appointment and removal of such officers and employees.

C. Interference With Administration. Except for the purpose of inquiry, information or investigation, unless specifically otherwise provided in this Charter, the City Councilmembers shall deal with the City administrative officials and employees solely through the City Administrator or their designee, and no City Councilmember shall give orders to the subordinates of the City Administrator, either publicly or privately.

Section 3.8. Vacancy. [R.O. 1996 § C-3.8; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The office of a City Councilmember shall become vacant upon the death, resignation, forfeiture, or removal from office in any manner authorized by law.

Section 3.9. Forfeiture Of Office. [R.O. 1996 § C-3.9; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A City Councilmember shall forfeit office:

1. If at any time during the term of office the City Councilmember lacks any qualification for the office prescribed by this Charter or by law;

2. If the City Councilmember violates any prohibition of this Charter.

Section 3.10. Filling Of Vacancies. [R.O. 1996 § C-3.10; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A vacancy of a City Councilmember shall be filled by appointment by the Mayor and approval by the City Council. This shall occur at or before the second regularly scheduled meeting of ~~at the next regular~~ the City Council ~~meeting~~ after the vacancy, and shall be decided by approval of the City Council by a majority of the remaining City Council members. The person appointed to fill the vacancy shall hold the appointed position until the term expires. ~~until the next regular municipal election for which the filing period has not closed and shall serve until the end of the current term.~~

Section 3.11. Judge Of Qualifications. [R.O. 1996 § C-3.11; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The City Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths and require the production of evidence. A City Councilmember

charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing within thirty (30) days. Decisions made by the City Council under this Section shall be subject to review by the courts.

Section 3.12. Legislative Proceedings. [R.O. 1996 § C-3.12; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Meetings. The City Council shall meet regularly at least once each month at such times and places as the City Council may prescribe. The Mayor upon their own motion may, or at the request of two (2) members of the City Council shall, call a special meeting of the Council for a time not earlier than twenty-four (24) hours after notice is given to all members of the City Council then in the City. Special meetings of the City Council may also be held with less than twenty-four (24) hours' notice by the consent of all the members of the City Council then in the City, and such consent may be given either prior to or during the special meeting.

B. Rules And Journals. The City Council shall determine its own rules and order of business. It shall cause a journal of its proceedings to be kept, and this journal shall be open to public inspection.

C. Quorum. A majority of members of the entire City Council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the City Council.

D. Voting. Voting shall be by roll call for the second reading of an ordinance, for approval of minutes, for approval of a consent agenda containing items that are considered to be routine, or at the request of the Mayor or any Councilmember, and the ayes and nays shall be recorded in the journal. In each roll call vote, the names of the City Councilmembers shall be called in seating order and the name to be called first shall be advanced one position, then the name of the Mayor shall be called. Except as otherwise provided in the Charter, the affirmative vote of a majority of the entire City Council shall be necessary to adopt any ordinance or resolution.

E. Overriding Mayor's Veto. Every ordinance or resolution adopted by the City Council shall be presented to the Mayor for their approval; and if the Mayor shall sign the same, it shall be deemed approved and adopted. The Mayor may return an ordinance or resolution with objections to the City Council unsigned prior to the beginning of the next regular meeting; and such ordinance or resolution shall stand vetoed and shall not take effect without the approval of the Mayor unless adopted over their veto in the following manner:

   At the regular meeting next following receipt of a disapproved ordinance or resolution, the City Clerk shall cause the objection of the Mayor to be entered upon the journal of the City Council and the Mayor Pro Tempore shall put to the City Council the question, "Shall the ordinance or resolution take effect, the objections of the Mayor notwithstanding?" The question may not be tabled, and after debate, the City Clerk shall proceed to call the roll. Should two-thirds (2/3) of the City Councilmembers cast their votes in favor of overriding the Mayor's veto, the ordinance or resolution shall take effect; otherwise it shall not take effect. The Mayor shall not vote on any action to override the Mayor's veto.

Should the Mayor neither sign nor return with objections any ordinance or resolution prior to the beginning of the next regular meeting of the City Council, it shall be deemed approved and adopted.

F. Form Of Ordinances. Proposed ordinances and resolutions shall be introduced in the City Council only in written or printed form. The enacting clause of all ordinances shall be:

Be it Ordained By the City Council of the City of Blue Springs. . .

The enacting clause of all ordinances submitted by initiative shall be:

Be It Ordained By the people of the City of Blue Springs . . .

No ordinance, except those making appropriations of money and those codifying or revising existing ordinances, shall contain more than one (1) subject, which shall be clearly expressed in its title. Ordinances making appropriations shall be confined to the subject matter of the appropriations.

G. (Reserved)[1]

H. Procedure. Except in the case of emergency ordinances, every proposed ordinance shall be read by title in open City Council meeting two (2) times before passage. These readings may occur at the same meeting. A copy of each proposed ordinance shall be provided for each City Council member and a copy shall be provided for public inspection in the office of the City Clerk until it is adopted or fails adoption. Persons interested in a proposed ordinance shall be given an opportunity to be heard before the City Council in accordance with such rules and regulations as the City Council may adopt. If the City Council adopts an amendment to a proposed ordinance that constitutes a change in substance, any member of the City Council may require that the proposed ordinance, as amended, be placed on file for public inspection in the office of the City Clerk for an additional one (1) week before passage. In the absence of such a request, the City Council may consider the amended ordinance at the same meeting.

I. Emergency Ordinances. All emergency ordinances shall be read in full in open City Council meetings. An ordinance may be passed as an emergency measure on the day of its introduction if it contains a declaration describing in clear and specific terms the facts and reasons constituting the emergency and receives the vote of two-thirds (2/3) of the members of the City Council. An ordinance granting, reviewing or extending a franchise shall not be passed as an emergency ordinance.

J. Effective Date. Every adopted ordinance shall become effective immediately upon passage, adoption and approval by the Mayor, or any later date specified therein.

K. Authentication And Recording. All ordinances and resolutions adopted by the City Council shall be authenticated by the signature of the Mayor and City Clerk. The City Clerk shall

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1. **Editor's Note: R.O. 1996 § C-3.12(G), Execution of Documents, was repealed 4-15-2019 by Ord. No. 4812 as it duplicated the provisions of § C-4.4(D). Ord. No. 4812 adopted the Charter amendments approved at election 4-2-2019.**

record in a properly indexed book kept for the purpose all ordinances and resolutions adopted by the City Council.

Section 3.13. City Clerk. [R.O. 1996 § C-3.13; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The City Administrator shall appoint a City Clerk with the advice and consent of the City Council. The City Clerk shall keep the journal of the City Council proceedings, authenticate by signature all ordinances and resolutions, and record them in full in a book kept for that purpose. The City Clerk shall perform such other duties as may be required by law, by this Charter, by ordinance, or by the City Administrator.

Section 3.14. City Attorney. [R.O. 1996 § C-3.14; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A City Attorney shall be appointed by the Mayor with the advice and consent of a majority of the entire City Council and may be removed by the Mayor with the consent of a majority of the entire City Council, or by five-sevenths (5/7) majority of the City Council. The City Attorney shall be a licensed member of the bar of this State and shall have been in active practice for at least five (5) years. The City Attorney shall receive compensation as determined by ordinance.

The City Attorney shall represent the City in all legal matters in which it is a party or is interested. The City Attorney shall advise the City Council, any committee or member thereof, the Mayor, the City Administrator, department directors, and the boards and commissions concerning any legal questions affecting the City's interest and shall perform such other legal services as may be requested by the City Council.

Section 3.15. City Prosecutor. [R.O. 1996 § C-3.15; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A City Prosecutor shall be appointed by the Mayor with the advice and consent of a majority of the entire City Council and may be removed by the Mayor with the consent of a majority of the entire City Council, or by five-sevenths (5/7) majority of the City Council. The City Prosecutor shall be a licensed member of the bar of this State and shall have been in active practice for at least five (5) years. The City Prosecutor shall receive compensation as determined by ordinance.

The City Prosecutor shall prosecute and defend all actions originating or pending before the Municipal Court.

Section 3.16. Municipal Judges. [R.O. 1996 § C-3.16; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The Municipal Judges shall be appointed by the Mayor with consent of the majority of the entire City Council. The term of the Municipal Judge shall be for three (3) years. The Municipal Judges shall be licensed members of the bar of this State and shall have been in active practice for at least five (5) years, in addition to the other requirements imposed by State law. The Municipal

Judges shall receive compensation as determined by ordinance. If a Municipal Judge is absent, sick, or disqualified from acting, the Presiding Municipal Judge may request the Presiding Judge of the Circuit Court to designate some competent, eligible person to act as Special Municipal Judge until such absence or disqualification shall cease; provided, however, that should a Municipal Judge resign from office, that vacancy shall be filled by an appointment in the same manner as a Municipal Judge is appointed, with a consent of the majority of the entire City Council. The Presiding Municipal Judge may, by written directive, designate a written procedure delegating authority by which the Municipal Court Administrator or the Municipal Court Clerk is authorized to notify and request the Presiding Judge of the Circuit Court to designate a Special Municipal Judge.

Municipal Judges shall have such powers and duties as are conferred upon such officers by the laws of the State of Missouri.

Section 3.17. Investigations. [R.O. 1996 § C-3.17]

The City Council may make investigations into the affairs of the City and the conduct of any City department, office or agency and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any person who fails or refuses to obey a subpoena issued in the exercise of these powers by the City Council shall be guilty of a misdemeanor and punished as may be prescribed by ordinance.

Section 3.18. Independent Audit. [R.O. 1996 § C-3.18]

The City Council shall provide for an independent audit of all City accounts and a management report at least annually in accordance with Government Accounting Standards Board (GASB) accounting principles. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City Government or any of its officers. A copy of the audit report prepared by the certified public accountant or firm of such accountants and management report shall be kept in the City Clerk's office, received and filed by the City Council, and shall be open to public inspection.

Section 3.19. Codification Of Ordinances. [R.O. 1996 § C-3.19; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

Each year, all ordinances of the City of a general and permanent nature shall be reviewed. Recodification shall be periodically supplemented and updated at the discretion of the City Clerk.

ARTICLE IV
Mayor

Section 4.1. Mayor. [R.O. 1996 § C-4.1; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014]

The executive power in the City shall be vested in a Mayor who shall be recognized as the head of the City for all legal and ceremonial purposes and by the Governor of Missouri for all purposes of military law. As a member of the City Council, the Mayor shall have all powers, rights, privileges, duties, and responsibilities of a member of the City Council, including the right to vote on questions.

Section 4.2. Qualifications. [R.O. 1996 § C-4.2; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

No person shall be elected to the office of Mayor who is not at least twenty-five (25) years of age prior to the election, a citizen of the United States, an inhabitant and a registered, qualified voter of the City for at least two (2) years next preceding ~~the Mayor's~~ election and during the term.

No Mayor shall be delinquent in paying any County or Blue Springs income, personal property, real property, or sales taxes, nor be a convicted felon, nor be a registered sex offender, nor have been removed from an elected public office, except that a person recalled from office may again run for the office from which recalled following the expiration of the term from which they were recalled, or may at any time run for a different office.

Section 4.3. Election And Term. [R.O. 1996 § C-4.3]

The Mayor shall be elected by the registered qualified voters of the City at large at the regular municipal election. The Mayor shall hold office for a term of four (4) years.

Section 4.4. Powers And Duties. [R.O. 1996 § C-4.4; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Council Meetings. The Mayor shall preside at meetings of the City Council and shall have the right to vote. The Mayor may call meetings of the City Council as provided in Section 3.12(A).

B. Execution Of Laws, Ordinances, Rules And Regulations. The Mayor shall take care that the laws, ordinances, resolutions, rules, and regulations of the City be faithfully executed. The Mayor may require oral or written reports and opinions from the directors of all executive departments of the City or from the heads of other departments, boards, and commissions of the City, except the Judge of the Municipal Court.

C. Appointments. The Mayor, with the advice and consent of a majority of the City Council, shall appoint all members of committees, boards, and commissions.

D. Execution Of Documents. The Mayor or their designee shall sign all proclamations and executive orders. The Mayor or their designee shall sign on behalf of the City all instruments, contracts, agreements, leases, deeds, mortgages and other instruments binding the City or conveying an interest in property or other right of the City to any other corporation, association, legal entity or natural person, when authorized by the City Council to do so.

E. Messages To City Council. The Mayor shall, from time to time, deliver to the entire City Council orally, or in writing, messages suggesting to the entire City Council possible legislation and advising on matters that the Mayor deems should be called to the attention of the entire City Council.

F. Administrative Policy Matters. The Mayor shall have the responsibility of discussing with the City Administrator any and all policy matters; however, the Mayor shall not interfere with day-to-day administration of City affairs.

G. Remit Fines And Forfeitures And Grant Reprieves And Pardons. The Mayor shall have the power to remit fines and forfeitures and to grant reprieves and pardons for offenses arising under the ordinances of the City. Notice of such action shall be made public at the next regular City Council meeting.

H. Review City Administrator. The Mayor shall preside as Chairman of the City Council's review of the City Administrator's performance as provided in Section 5.5.

I. Other Duties. The Mayor shall exercise such other powers and perform such other duties as may be prescribed by this Charter, by ordinance, or by law.

Section 4.5. Compensation, Allowances And Expenses. [R.O. 1996 § C-4.5]

The salary of the Mayor shall be fixed by ordinance and shall not be increased or diminished during the Mayor's term of office. The Mayor may receive reasonable reimbursement for actual and necessary expenses as approved by the City Council.

Section 4.6. Prohibitions. [R.O. 1996 § C-4.6; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

Holding Other Office. Except where authorized by law, or pursuant to an agreement between the City and another entity of Government, no Mayor shall hold any other City Office, City employment, or other elected public office during the term for which the Mayor was elected to the office of Mayor, and no former Mayor shall hold any compensated appointive City Office or City employment until two (2) years after the expiration of the term for which they were elected to the office of Mayor.

Section 4.7. Vacancy. [R.O. 1996 § C-4.7; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The office of Mayor shall become vacant upon their death, resignation, forfeiture or removal from office in any manner authorized by law.

Section 4.8. Forfeiture Of Office. [R.O. 1996 § C-4.8]

The office of Mayor shall be forfeit if:

1. At any time during the term of office, the Mayor lacks any qualifications prescribed by this Charter or by law.

2. The Mayor violates any prohibition of this Charter.

ARTICLE V
City Administrator

Section 5.1. Appointment, Qualifications, and Compensation. [R.O. 1996 § C-5.1; Ord. No. 4505 § 1 (Charter Amendment No. 2014-02), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Appointment. There shall be a City Administrator appointed by the Mayor, with the approval of a majority of the entire City Council. The person appointed by the City Council shall serve for an indefinite term.

B. Qualifications. The City Administrator shall be chosen solely on the basis of executive and administrative qualifications with special reference to their actual experience and knowledge of accepted practice in respect to the duties of the office, and such further qualifications that may be required by ordinance, or by this Charter. At the time of appointment, the City Administrator need not be a resident of the City or the State. The City Administrator shall be a resident within six (6) months after appointment, unless the City Administrator is granted an extension by a majority vote of the City Council. The City Administrator must remain a resident of the City as long as the City Administrator is acting in the capacity of City Administrator. The City Administrator must be at least twenty-five (25) years of age and must devote full time to the City Administrator's duties as City Administrator.

C. Compensation. The City Administrator shall receive such compensation as the City Council shall fix from time to time by ordinance.

Section 5.2. Removal. [R.O. 1996 § C-5.2; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The City Administrator may be removed by executive order of the Mayor after receiving the consent of a majority of the entire City Council, or by a five-sevenths (5/7) vote of the City Council on its own initiative.

Section 5.3. Acting City Administrator. [R.O. 1996 § C-5.3; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

By letter filed with the City Clerk the City Administrator shall designate, subject to approval of the City Council, a qualified City administrative officer to exercise the powers and perform the duties of City Administrator during the City Administrator's temporary absence or disability. During such absence, disability, or vacancy, the City Council may by majority vote revoke such designation at any time and appoint another officer of the City to serve until the City Administrator shall return or the disability shall cease.

Section 5.4. Powers And Duties. [R.O. 1996 § C-5.4; Ord. No. 4505 § 1 (Charter Amendment No. 2014-02), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The City Administrator shall be the chief administrative officer of the City. The City Administrator shall be responsible to the Mayor and the City Council for the administration of all City affairs placed in their charge by or under this Charter. Except as otherwise specified by ordinance, or by State law, the City Administrator shall coordinate and generally supervise the operation of all departments, both line and staff. In order to carry out these duties, the City Administrator shall have the following authority:

A. Appointment And Removal Of Department Directors. The City Administrator shall appoint and, when the City Administrator deems it necessary for the good of the City, suspend or remove all City employees, including appointed administrative officers, provided for in this Charter, except as otherwise provided by law or in this Charter. The City Administrator may authorize any administrative officer who is subject to the City Administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.

B. Administration Of Departments. The City Administrator shall direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law.

C. Attend City Council Meetings. The City Administrator shall attend all meetings of the City Council unless excused by the City Council. When the City Council considers personnel matters relating to the City Administrator, they may excuse the City Administrator from attendance. The City Administrator shall have the right to take part in discussions at meetings of the City Council but shall have no power to vote. The City Administrator shall receive notice of all meetings.

D. Enforcement Of Laws. The City Administrator shall see that all laws, provisions of this Charter and acts of the City Council, subject to enforcement by the City Administrator or by officers subject to the City Administrator's direction and supervision, are faithfully enforced.

E. Budget And Capital Program. The City Administrator shall prepare and submit a recommended annual operating budget and a Capital Improvement Program of not less than five (5) years to the Mayor and City Council, and make available to the public.

F. Finance And Administrative Report. The City Administrator shall submit to the Mayor and City Council, and make available to the public, a complete report on the finances that includes all fund balances in all accounts, and administrative activities of the City as of the end of each fiscal year.

G. Other Reports. The City Administrator shall make such other reports as the Mayor and City Council may require concerning the operations of City departments, offices and agencies subject to the City Administrator's direction and supervision.

H. Report Of Financial Condition Of City. The City Administrator shall keep the Mayor and City Council fully apprised as to the financial condition and future needs of the City and make recommendations to the Mayor and City Council concerning the affairs of the City as the City Administrator deems desirable.

I. Other Duties. The City Administrator shall perform such other duties as are specified in this Charter or may be required by the City Council.

Section 5.5. Performance Review. [R.O. 1996 § C-5.5]

The City Administrator shall receive a performance review from the Mayor and City Council at least once a year. Each performance review shall be made a part of the confidential personnel file of the City Administrator.

ARTICLE VI
Administrative Organization, Personnel System And City Comprehensive ~~Development~~ Plan

Section 6.1. Administrative Organization. [R.O. 1996 § C-6.1]

A. Departments, Authorities And Offices. Existing departments, agencies, authorities and offices shall be continued as constituted on the effective date of this Charter until thereafter changed pursuant to this Charter or by ordinance.

~~A.~~B. The City Council may by ordinance establish a City health department.

~~B.~~C. Boards And Commissions. Existing Boards and Commissions shall be continued as constituted on the effective date of this Charter, until thereafter changed pursuant to this Charter or by ordinance.

Section 6.2. Personnel System. [R.O. 1996 § C-6.2]

The City Administrator shall put in place a personnel system.

Section 6.3. City Comprehensive ~~Development~~ Plan. [R.O. 1996 § C-6.3]

The City Administrator or their designee shall prepare and submit an updated City Comprehensive ~~Development~~ Plan to the City Council~~, not less than once every five (5) years,~~ as may be amended from time to time pursuant to State law.

ARTICLE VII
Financial Procedures

Section 7.1. Fiscal Year. [R.O. 1996 § C-7.1]

The Fiscal year of the City shall be established by ordinance.

Section 7.2. Budget. [R.O. 1996 § C-7.2; Ord. No. 4505 § 1 (Charter Amendment No. 2014-02), 8-18-2014, approved at election 11-4-2014]

The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the City Administrator deems desirable or the City Council may require. The budget shall indicate in separate sections:

1. Proposed expenditures for current operations during the ensuing fiscal year and the method of financing such expenditures;

2. Proposed capital expenditures during the ensuing fiscal year and the proposed method of financing each such capital expenditure; and

3. Proposed income.

The total proposed expenditure shall not exceed the total of estimated income plus any surplus anticipated to be on hand at the end of the fiscal year then in progress.

Section 7.3. Submission Of Budget. [R.O. 1996 § C-7.3]

At least sixty (60) days prior to the beginning of each fiscal year, the City Administrator shall submit to the City Council a budget.

Section 7.4. Capital Improvement Program. [R.O. 1996 § C-7.4]

A. Submission To City Council. The City Administrator shall prepare and submit to the City Council a minimum of a five (5) year capital improvement program at least sixty (60) days prior to the final date for submission of the budget.

B. Contents. The capital improvement program shall include:

1. A clear general summary of the contents;

2. A list of all capital improvements which are proposed to be undertaken during the five (5) fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;

3. Cost estimates, method of financing and recommended time schedules for each such improvement; and

4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

Section 7.5. City Council Action On Budget. [R.O. 1996 § C-7.5; Ord. No. 4503 § 1 (Charter Amendment No. 2014-03), 8-18-2014, approved at election 11-4-2014]

A. Notice And Hearing. The City Council shall publish in one (1) or more newspapers of general circulation in the City or ~~prominently~~ display on the City of Blue Springs website a general summary of the budget and a notice stating:

1. The times and places where copies of the message and budget are available for inspection by the public; and

2. The time and place, not less than two (2) weeks after such publication, for a public hearing on the budget.

B. Amendment Before Adoption. After the public hearing, the City Council may adopt the budget with or without amendment. In amending the budget the City Council may add or decrease any programs or amounts, except expenditures required by law or for debt service. No amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income plus any surplus anticipated to be on hand at the end of the fiscal year then in progress.

C. Adoption. The City Council by ordinance shall adopt the budget on or before the last day of the fiscal year currently ending. If it fails to adopt the budget by this date, the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly, until such time as the City Council adopts a budget for the ensuing fiscal year. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

Section 7.6. City Council Action On Capital Improvement Program. [R.O. 1996 § C-7.6; Ord. No. 4503 § 1 (Charter Amendment No. 2014-03), 8-18-2014, approved at election 11-4-2014]

A. Notice And Hearing. The City Council shall publish in one (1) or more newspapers of general circulation in the City or ~~prominently~~ display on the City of Blue Springs website a general summary of the capital improvement program and a notice stating:

1. The times and places where copies of the capital improvement program are available for inspection by the public; and

2. The time and place, not less than two (2) weeks after such publication, for a public hearing on the capital improvement program.

B. Adoption. The City Council by ordinance shall adopt the capital improvement program with or without amendment after the public hearing and on or before the last day of the fiscal year currently ending.

Section 7.7. Public Record. [R.O. 1996 § C-7.7; Ord. No. 4503 § 1 (Charter Amendment No. 2014-03), 8-18-2014, approved at election 11-4-2014]

Copies of the budget and the capital improvement program as adopted shall be public records and shall be made available to the public at City Hall ~~at suitable places in the City~~ and on the City of Blue Springs website.

Section 7.8. Amendment After Adoption. [R.O. 1996 § C-7.8; Ord. No. 4505 § 1 (Charter Amendment No. 2014-02), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Supplemental Appropriations. If during the fiscal year the City Administrator certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Council by ordinance may make supplemental appropriations for the year up to the amount of such excess.

B. Reduction Of Appropriations. If at any time during the fiscal year it appears probable to the City Administrator that the revenues available will be insufficient to meet the amount appropriated, the City Administrator shall report to the City Council without delay, indicating the estimated amount of the deficit, any remedial action taken by them and their recommendations as to any other steps to be taken. The City Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one (1) or more appropriations.

C. Transfer Of Appropriations. At any time during the fiscal year the City Administrator with the written consent of the Mayor may transfer part or all of any unencumbered appropriation balance among programs within a fund, and, upon written request by the City Administrator, the City Council may by ordinance transfer part or all of any unencumbered appropriation balance from one (1) fund to another.

D. *Emergency Appropriations: Effective Date*. The supplemental appropriations and reduction or transfer of appropriations authorized by this Section may be made effective immediately upon adoption and may be made by emergency ordinance in accordance with the provisions of Section 3.12(I).

Section 7.9. Tax Rates ~~And Tax Rolls~~. [R.O. 1996 § C-7.9]

A. The City Council shall annually by ordinance set the tax rate and levy on the various classes of property. The levy so established shall be certified by the City Clerk to the appropriate official~~, who shall compute the taxes and extend them upon the tax rolls~~.

B. All existing taxes may remain in effect.

Section 7.10. Sale Of Bonds. [R.O. 1996 § C-7.10]

Except as otherwise required by law or this Charter, all bonds issued by the City shall be sold as prescribed by City ordinance.

ARTICLE VIII
Nomination And Election

Section 8.1. Municipal Elections. [R.O. 1996 § C-8.1; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Regular Elections. The regular municipal election shall be held on the first (1st) Tuesday after the first (1st) Monday in April in each year.

B. Special Elections. The City Council may by ordinance order special elections, fix the time for such elections, and provide for holding such elections.

C. Conduct Of Elections. All City elections shall be governed by the provisions of this Charter and of applicable State law. The City Council by ordinance may further regulate elections, subject to the provisions of this Charter and applicable State law.

Section 8.2. Nominations. [R.O. 1996 § C-8.2; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Declaration Of Candidacy. Nomination of candidates for election to elective City Offices shall be made by declaration of candidacy filed with the City Clerk in the form and manner prescribed by ordinance. No person who filed as a candidate for nomination or election to an office may, without withdrawing as provided by State Statutes, file as a write-in

candidate for election to the same office for the same term. This shall not apply to elections wherein candidates are being elected to an office for which no candidate has filed.

B. Filing And Acceptance. The declaration of candidacy shall be filed with the City Clerk within the filing time as set forth by State Statutes. The City Clerk shall make a record of the exact date and time when each declaration of candidacy is filed.

C. Certification To Election Authority. The City Clerk shall certify to the election authority within the time required by State Statutes, the names of candidates who have filed a declaration of candidacy and shall indicate the order in which such declaration of candidacy was filed as determined according to Section C-8.3.

Section 8.3. Preparation Of Ballots. [R.O. 1996 § C-8.3; Ord. No. 4503 § 1 (Charter Amendment No. 2014-03), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

The names of candidates for elective offices shall be printed on the ballot without party designation. The City Clerk shall clearly designate where candidates shall form a line and determine the order of filings; except that, in the case of candidates who file a declaration of candidacy with the City Clerk prior to 5:00 p.m. on the first day for filing, the random drawing determines the order in which candidates' names appear on the ballot. The drawing shall be conducted so that each candidate, or candidate's representative as provided by State Statutes, shall draw a number at random at the time of filing. The City Clerk shall record the number drawn with the candidate's declaration of candidacy. The names of candidates filing on the first day of filing for each office on each ballot shall be listed in ascending order of the numbers drawn. Any candidate filing after the first day shall be placed on the ballot in the order received by the City Clerk. At least one (1) notice of election shall be published in one (1) or more newspapers of general circulation in the City or prominently displayed on the City of Blue Springs website, which notice shall contain the names of candidates to be elected.

Section 8.4. Procedures And Determination Of Election Results. [R.O. 1996 § C-8.4; Ord. No. 4502 § 1 (Charter Amendment No. 2014-01), 8-18-2014, approved at election 11-4-2014; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Number Of Votes. In an election for Mayor, every registered, qualified voter shall be entitled to vote for only one (1) candidate. In an election for City Councilmember, every registered qualified voter shall be entitled to vote for only one (1) candidate to represent their district in which the voter resides, except as otherwise provided in this Charter.

B. Returns. The City Council shall declare the results of any municipal election, regular or special, at the first regular meeting to be held following such election. The candidates receiving the highest number of votes for each office in the general or special election shall be declared elected and inducted into office at that time.

C. General And Special Elections Tie Vote. If at any general or special election there shall be two (2) or more candidates receiving an equal number of votes, and if that number of votes would otherwise qualify each such tied candidate for election to office, then the City Council shall call a special election at which said candidates shall be the only candidates. The incumbent stays in office until a successor has been elected and duly qualified.

ARTICLE IX
Initiative, Referendum And Recall

Section 9.1. General Authority. [R.O. 1996 § C-9.1; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Initiative. The registered voters of the City shall have power to propose ordinances to the City Council and, if the City Council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a City election, provided that such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes, zoning or salaries of City Officers or employees. No proposed initiative ordinance shall contain more than one subject, which shall be clearly expressed in its title.

B. Referendum. The registered voters of the City shall have power to require reconsideration by the City Council of any adopted ordinance and, if the City Council fails to repeal an ordinance so reconsidered, to approve or reject it at a City election, provided that such power shall not extend to the budget or capital program, any emergency ordinance, any ordinance levying a special assessment or providing for the issuance of special tax bills, or any ordinance relating to zoning, appropriation of money or levy of taxes.

C. Recall. Any official elected by popular vote may be removed by the registered voters qualified to vote for their successor except as hereinafter provided, such power to be known as the "recall." No official elected by popular vote shall be subject to recall within six (6) months from their induction into office or during the last six (6) months of their term; and if the official is retained in office upon any recall election, the official shall not be again subject to recall during the same term of office.

Section 9.2. Commencement Of Proceedings, Petitioners' Committee; Affidavit. [R.O. 1996 § C-9.2]

Any five (5) registered qualified voters of the City may commence initiative, referendum or recall proceedings by filing with the City Clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying a Chair for the Committee and the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered, or specifying the name of the elected official to be recalled. No person shall qualify as a petition circulator who has been convicted of, found guilty of, or pled guilty to an offense involving forgery under the laws of this state or an offense under the laws of any other jurisdiction if that offense would be considered forgery under the laws of this state. Any additional registered, qualified voter of the City may join the Petitioner's Committee by submitting a notarized Affidavit. The Affidavit must be signed by both the Committee Chair and the additional Committee member and include the member's name and address. The Affidavit must be received by the City Clerk's Office prior to the new member obtaining signatures on a Petition.

No more than three (3) working days after the affidavit of the petitioners' committee is filed, the City Clerk shall issue the appropriate petition blanks to the petitioners' committee.

Section 9.3. Petitions. [R.O. 1996 § C-9.3; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. Number Of Signatures. Initiative and referendum petitions must be signed by registered qualified voters of the City equal in number to at least eight percent (8%) of the total number of registered qualified voters registered to vote at the last regular City election. A recall petition shall be signed by registered qualified voters qualified to vote for their successor equal to at least twelve percent (12%) of the total number of registered, qualified voters registered to vote at the last regular City election.

B. Form And Content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink ~~or indelible pencil~~ and shall be followed by the printed name and address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or reconsidered. Recall petitions shall state the name and office of the elected official sought to be recalled. No petition shall seek the recall of more than one (1) officer, but several propositions for recall may be separately submitted at the same election on the same ballot.

C. Affidavit Of Circulator. Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in the circulator's presence, that the circulator believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

Section 9.4. Time For Filing Petitions. [R.O. 1996 § C-9.4]

Referendum petitions must be filed within ninety ~~sixty~~ (9~~6~~0) calendar days after adoption by the City Council of the ordinance sought to be reconsidered.

Initiative and recall petitions must be filed within ninety ~~sixty~~ (9~~6~~0) calendar days of the issuance of the appropriate petition forms to the petitioner's committee.

Section 9.5. Procedure After Filing. [R.O. 1996 § C-9.5]

A. Certificate Of City Clerk; Amendment. Within twenty (20) calendar days after the petition is filed, the City Clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioner's committee by certified mail, return receipt requested or via in person with written acknowledgement of receipt~~registered mail~~. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioner's committee files a notice of intention to amend it with the City Clerk within three (3) working days after receiving the copy of this certificate and files a supplementary petition upon additional papers within ten (10) calendar days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of

Subsections (B) and (C) of Section 9.3, and within five (5) working days after it is filed, the City Clerk shall complete a certificate as to the sufficiency of the petitions as amended and promptly send a copy of such certificate to the petitioner's committee by certified mail, return receipt requested or via in person with written acknowledgement of receipt~~registered mail~~ as in the case of an original petition. If a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend within the time required, the City Clerk shall promptly present this certificate to the City Council, and the certificate shall then be a final determination as to the sufficiency of the petition.

B. Court Review; New Petition. A final determination as to the sufficiency of a petition shall be subject to court review in the manner provided by law for review of administrative decisions. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

Section 9.6. Referendum Petitions and Suspension Of Effect Of Ordinance. [R.O. 1996 § C-9.6]

When a referendum petition is filed with the City Clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

1. There is a final determination of insufficiency of the petition; or

2. The petitioner's committee withdraws the petition; or

3. The City Council repeals the ordinance; or

4. The election results sustaining the ordinance have been certified.

Section 9.7. Action On Initiative And Referendum Petitions. [R.O. 1996 § C-9.7]

A. Action By City Council. When an initiative or referendum petition has been determined sufficient, the City Council shall promptly consider the proposed initiative ordinance in the manner provided in Article III or reconsider the referred ordinance by voting its repeal. If the City Council fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days or fails to repeal the referred ordinance within thirty (30) days after the date the petition was determined sufficient, it shall submit the proposed or referred ordinance to the voters of the City.

B. Submission To Voters. The vote of the City on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than the next legally available election as prescribed by State law.

Section 9.8. Withdrawal Of Initiative, Referendum Or Recall Petitions. [R.O. 1996 § C-9.8]

An initiative, referendum or recall petition may be withdrawn at any time prior to 5:00 P.M. on the final day for withdrawal, as prescribed by State law, by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee.

Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

Section 9.9. Recall Election. [R.O. 1996 § C-9.9]

A. Recall Election. When a recall petition has been certified to the City Council as sufficient by the City Clerk, the City Council shall fix a date for holding the election, not less than thirty (30) days thereafter, or at the next legally available election. If such office becomes vacant prior to the election, such election shall be canceled, and the vacancy shall be filled as provided in this Charter.

B. Recall Ballot. The recall question shall be submitted to the voters in substantially the following form:

Shall Name _____ Title _____ be removed from office?

Yes_____ No_____

Section 9.10. Results Of Election. [R.O. 1996 § C-9.10]

A. Initiative. If a majority of the registered qualified voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the City Council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

B. Referendum. If a majority of the registered qualified voters on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

C. Recall. If a majority of the registered qualified voters voting in such recall election shall vote in favor of the recall, then a vacancy shall exist, regardless of a defect in the recall petition. Such vacancy shall be filled as provided in this Charter. If a majority of the registered qualified voters voting in such election shall vote against the recall, the elected officer shall continue in office. Any such person who has been recalled shall be ineligible to serve in the City in any capacity at any time during the remainder of the term for which the official was originally elected.

Section 9.11. Conduct Of Initiative, Referendum And Recall Elections. [R.O. 1996 § C-9.11]

Notice of initiative, referendum and recall elections shall be given, the elections conducted, the returns canvassed, and the results declared, in all respects as in other City elections.

ARTICLE X
Franchises

Section 10.1. Granting Of Franchises. [R.O. 1996 § C-10.1]

All public franchises and all renewals, extensions and amendments thereof shall be granted only by ordinance. No such ordinance shall be adopted within less than thirty (30) days after application therefor has been filed with the City Council, nor until a full public hearing has been

held thereon. No exclusive franchises shall be granted, and no franchise shall be granted for a longer term than twenty (20) years. No such franchise shall be transferable directly or indirectly, except with the approval of the City Council expressed by ordinance after a full public hearing.

Section 10.2. Right Of Regulation. [R.O. 1996 § C-10.2]

All franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the City Council to:

1. Misuse And Nonuse. Repeal the same for misuse or nonuse, or for failure to comply;

2. Efficiency. Require proper and adequate extension of plant and service the maintenance thereof;

3. Non Discrimination. Establish highest practical standards of service and quality of products and prevent unjust discrimination in service or rates;

4. Audit Of Accounts. Make an independent audit and examination of accounts at any time, and require reports annually;

5. Service To Public. Require continuous and uninterrupted service to the public in accordance with the terms of the franchise throughout the period thereof;

6. Use Of Public Thoroughfares. Control and regulate the use of the City streets, alleys, bridges and public places, and the space above and below them;

7. Rates And Charges. Regulate rates, fares and charges, and make readjustments thereof from time to time if the same are not regulated by the State; and

8. Other Regulations. Impose such other regulations from time to time as it may determine to be conducive to the safety, welfare and accommodation of the public.

Section 10.3. Revocable Permits. [R.O. 1996 § C-10.3]

Temporary permits for the operation of public utilities or like permits for a period not to exceed two (2) years but subject to being renewed for a period not to exceed one (1) year and subject to amendment, alteration or revocation at any time at the will of the City Council may be granted only by ordinance on such terms and conditions as the City Council shall determine. Such permits shall in no event be construed to be franchises or extensions or amendments of franchises.

Section 10.4. Operation Beyond Franchise Period. [R.O. 1996 § C-10.4]

Any operation of a public utility by a franchise holder, with the tacit permission of the City, beyond the period for which the franchise was granted, shall under no circumstances be construed as a renewal or extension of such franchise. Any such operation shall at most be regarded as a mere temporary permit subject, like other permits, to amendment, alteration or revocation at any time at the will of the City Council.

Licensing, Taxation And Regulation Of Business, Occupations, Professions, Vocations And Other Activities Or Things

Section 11.1. Objects Of Licensing, Taxation And Regulation. [R.O. 1996 § C-11.1]

The City Council shall have power by ordinance to license, tax and regulate all business, occupations, professions, vocations, activities or things whatsoever set forth and enumerated by the Statutes of this State now or hereafter applicable to constitutional Charter Cities, or Cities of the Third or Fourth Class, or of any population group, and which any such Cities are now or may hereafter be permitted by law to license, tax and regulate.

ARTICLE XII
General Provisions

Section 12.1. Personal Financial Interest. [R.O. 1996 § C-12.1]

Any elected or appointed officer, employee or member of any Board or Commission of the City who has a substantial interest, direct or by reason of ownership of stock in any corporation, in any contract with the City or in the sale or purchase of any land, material, supplies or services to or from the City or to a contractor supplying the City shall make known that interest in writing to the City Council and shall refrain from voting upon or otherwise participating in the capacity as a City Officer or employee in the making of such sale or purchase or in the making or performance of such contract. Any City Officer or employee who willfully conceals such a substantial financial interest or willfully violates the requirements of this Section shall be guilty of malfeasance in office or position and shall forfeit their office or position. Violation of this Section with the knowledge express or implied of the person or corporation contracting with or making a sale to the City shall render the contract or sale voidable by the City Administrator or the City Council.

Section 12.2. Political Activity. [R.O. 1996 § C-12.2]

No City employee shall solicit or contribute any contribution for the campaign fund of any candidate for Blue Springs City Office or take part in the political campaign of any candidate for Blue Springs City Office. All employees may exercise their rights as private citizens to express opinions and, if a registered qualified voter in Blue Springs, to vote in any City election. Political affiliation, participation or contribution shall not be considered in making any City employment decision. No City Officer, Board member, Council member, Commission member or employee shall use official authority or official influence for the purpose of interfering with or affecting the result of an election to Blue Springs City Office. No City Officer, Board member, Council member, Commission member or employee shall directly or indirectly coerce, attempt to coerce, command, advise or solicit a City employee to pay, lend, or contribute anything of value to a committee, organization, agency or person for the political or electoral purposes of any candidate for Blue Springs City Office.

Section 12.3. Activities Prohibited. [R.O. 1996 § C-12.3; Ord. No. 4812, 4-15-2019, adopting amendments approved at election 4-2-2019]

A. No person shall be appointed to or removed from or any way favored or discriminated against with respect to any City position or appointive City administrative office because of race, sex, age, disability, national origin, or political or religious opinions or affiliations.

B. No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment under the personnel provisions of this Charter or the rules and regulations made hereunder, or any manner commit or attempt to commit any fraud preventing the impartial execution of such provisions, rules and regulations.

C. No person who seeks appointment, promotion or retention with respect to any City position or appointive City administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person for or in connection with their test, appointment, proposed appointment, promotion or proposed promotion.

Section 12.4. Penalties. [R.O. 1996 § C-12.4]

Any person who by himself or herself or with others willfully violates any of the provisions of Sections 12.1, 12.2 and 12.3, shall be guilty of a misdemeanor and upon conviction thereof shall be punishable as may be provided by ordinance.

Section 12.5. Notice Of Suits. [R.O. 1996 § C-12.5]

No action shall be maintained against the City for or on account of any injury growing out of alleged negligence of the City unless notice shall first have been given in writing to the City Administrator within ninety (90) days of the occurrence for which said damage is claimed, stating the place, time, character and circumstances of the injury, and that the person so injured will claim damages therefore from the City.

Section 12.6. Official Bonds. [R.O. 1996 § C-12.6]

All officers and employees of the City who receive, disburse, or are responsible for City funds and such other officers and employees as the City Council by ordinance may designate, shall, within such time after election or appointment as may be fixed by ordinance, and before entering upon the discharge of their duties, give bond to the City in such sums and with such sureties as shall be prescribed by ordinance, and subject to approval by the City Council, conditioned upon the faithful and proper performance of their duties and for the prompt accounting for and paying over to the City of all monies belonging to the City that may come into their hands. The City shall pay the premiums on all such bonds.

Section 12.7. Charter Amendments. [R.O. 1996 § C-12.7]

Amendments to this Charter may be framed and submitted to the electors by a commission in the manner provided by law and the Constitution of the State of Missouri for framing and submitting a complete Charter. Amendments may also be proposed by ordinance by the City Council, by Charter Review Commission or by petition signed by a number of registered qualified voters equal to at least twelve percent (12%) of the total number of persons registered to vote at the last regular municipal election, setting forth the proposed amendment and filed with the City Clerk, in the manner prescribed for initiative petitions in Article IX. Section 9.3, of this Charter.

Any amendment approved by a majority of the registered qualified voters voting thereon shall become a part of this Charter at the time and under the conditions fixed in the amendment;

sections or articles may be submitted separately or in the alternative and determined as provided by law and the Constitution of the State of Missouri for a complete Charter.

Section 12.8. Charter Review Commission. [R.O. 1996 § C-12.8]

From time to time, but no less than every five (5) years, the City Council shall provide for a Charter Review Commission to recommend to the voters of the City proposed amendments to this Charter. The members of the Charter Review Commission shall be selected as provided by the City Council. The Charter Review Commission shall consist of at least nine (9) persons, none of whom shall be an elected official of the City. No more than forty percent (40%) of the Commission members shall reside in any one election district. The Charter Review Commission shall, within twelve (12) months of its first meeting, report to the voters as many amendments to the Charter as it shall deem advisable.

Section 12.9. Public Improvements And Special Assessments. [R.O. 1996 § C-12.9]

A. Improvements. The procedure for making, altering, vacating or abandoning a public improvement shall be governed by general ordinance, consistent with applicable State law.

B. Special Assessments. The procedure for levying, collecting and enforcing the payment of special assessments for public improvements or special tax bills evidencing such assessments shall be governed by general ordinance, consistent with applicable State law.

Section 12.10. Proof Of Ordinance. [R.O. 1996 § C-12.10]

Any ordinance may be proved by a copy thereof certified by the City Clerk under the Seal of the City; or, when printed and published by authority of the City, it shall be received in evidence in all courts, or other places, without further proof of authenticity.

Section 12.11. Separability. [R.O. 1996 § C-12.11]

If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected thereby. If the application of the Charter or any of its provisions to any person or circumstances is held invalid, the application of the Charter and its provisions to other persons or circumstances shall not be affected thereby.

Section 12.12. All Ordinances Effective On Municipal Land. [R.O. 1996 § C-12.12]

In addition to all other powers herein granted, the City of Blue Springs shall have the right and authority to administer and enforce all its municipal ordinances within all areas owned or occupied by the City which are outside of the corporate City limits.

ARTICLE XIII
Transitional Provisions

Section 13.1. Personnel System. [R.O. 1996 § C-13.1]

An employee holding a City position at the time this Charter takes full effect, who was serving in that same or a comparable position at the time of its adoption, shall not be subject to

competitive tests as a condition of continuance in the same position, but in all other respects, shall be subject to the personnel system established pursuant to Section 6.2.

Section 13.2. Ordinances To Remain In Force. [R.O. 1996 § C-13.2]

All ordinances, regulations and resolutions in force at the time this Charter takes effect, which are not inconsistent with the provisions of this Charter, shall remain and be in force until altered, modified or repealed by or under authority of this Charter or ordinance.

Section 13.3. Pending Actions And Proceedings. [R.O. 1996 § C-13.3]

No action or proceeding, civil or criminal, pending at the time this Charter shall take effect, brought by or against the City or any office, department, agency or officer thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained.

Section 13.4. Continuance Of Contracts, Public Improvements And Taxes. [R.O. 1996 § C-13.4]

All contracts entered into by the City, or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect.

Public improvements for which legislative steps have been taken under laws existing at the time this Charter takes effect may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws.

All taxes and assessments levied or assessed, all fines and penalties imposed and all other obligations owing to the City which are uncollected at the time this Charter becomes effective, shall continue in full force and effect and shall be collected as if no change had been made.[2]

2. **Editor's Note: R.O. 1996 Article XIV, Schedule (§§ C-14.1 through C-14.6), was repealed 4-15-2019 by Ord. No. 4812. Said ordinance adopted the Charter amendments approved at election 4-2-2019.**

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 2, 2025 **CONTRACT NO.**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Passage of a Bill approving an agreement with the Missouri Highways and Transportation Commission, in care of the Missouri Department of Transportation (MoDOT), for the placement of Purple Heart City signage at two locations along Missouri State Route 7 Highway.

BACKGROUND/JUSTIFICATION

The City of Blue Springs desires to honor Purple Heart recipients that reside within the City by installing signage approved by the Missouri Department of Transportation (MoDOT). Signage will be placed at the northern and southern boundaries of the City limits. One sign will be placed 360 feet south of the existing City limit signage at NW Pink Hill Road on the west side of Missouri State Route 7 Highway. The second sign will be located 270 feet north of the City limit sign at NE Colbern Road on the east side of Missouri State Route 7 Highway.

Missouri State Route 7 Highway is a state owned and maintained highway and requires application approval for any construction or alterations. This agreement allows the City to install Purple Heart City signage within the right of way owned by MoDOT. Approval by City Council will allow the City to apply for a permit from the Commission's District Engineer for installation of the signage. There are no associated costs for the agreement itself, but the City will be responsible for all installation and maintenance expenses.

In addition to signs on Missouri State Route 7 Highway, the Public Works Department intends to install four additional signs on City owned and maintained routes at entrances to the City. The proposed locations are westbound NE Duncan Road, westbound SE AA Highway, eastbound SW Moreland School Road, and eastbound SW Colbern Road.

FINANCIAL IMPACT

Contractor:	Missouri Highways and Transportation Commission in care of Missouri Department of Transportation (MoDOT)
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY2024-25
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 1/15/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 22, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Agreement attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5289

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORATION COMMISSION, IN CARE OF THE MISSOURI DEPARTMENT OF TRANSPORTATION, FOR THE PLACEMENT OF PURPLE HEART CITY SIGNAGE ON MISSOURI 7 HIGHWAY

WHEREAS, the City of Blue Springs has identified the need for Purple Heart City signage on MO 7 Highway; and

WHEREAS, the Missouri Department of Transportation would permit the installation of the signs, with no permit fee or annual fee associated, based on the Missouri Department of Transportation guidelines, at the locations of north and south Missouri 7 Highway, a minimum of two-hundred yards downstream from existing City Limit signs; and

WHEREAS, the City will provide the signage, posts, associated hardware, and maintenance of the signs; and

WHEREAS, the City will provide the Missouri Department of Transportation with maps of the signage locations.

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

Section 1. The City Administrator and their designees are hereby authorized to sign the Roles and Responsibilities Agreement attached as Exhibit A with the Missouri Department of Transportation related to the placement of Purple Heart City signage on Missouri 7 Highway.

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 21st day of January 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Approved: 10/21 (GH)
Revised:
Modified:

MoDOT District: *Kansas City*
MoDOT Document Administrator: *Chris Harman*

ROLES AND RESPONSIBLITIES FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT

The ROLES AND RESPONSIBILITIES document is considered a supplement to the permit issued by Commission's District Engineer and will be kept by Commission as a record of approval for the sign(s) installation and Applicant's understanding and acceptance of the terms for the installation.

The City of Blue Springs, MO making this request is hereafter referred to as "Applicant".

The applicant requests approval from the Commission to install and maintain certain signs further described below in Jackson County, Missouri on route(s) MO 7 in the general vicinity of Blue Springs city limits

(1) LOCATION AND DISPLAY: Commission hereby authorizes Applicant to install and maintain the following sign(s):

Community Awareness Sign(s)

- ❑ Storm Ready Community Sign(s)
- ❑ Disaster Resistant Community Sign(s)
- ❑ Missouri Community Betterment Sign(s)
- ❑ Tree City USA Sign(s)
- ❑ National Neighborhood Watch Sign(s)
- ❑ M.A.D.D. Program Sign(s)
- ❑ D.A.R.E. Program Sign(s)
- ☒ Purple Heart City/County Sign(s)
- ❑ POW-MIA City/County Sign(s)
- ❑ Agri-Ready County Sign(s)
- ❑ Firewise USA Program Sign(s)
- ❑ Missouri Main Street Program Sign(s)

Local Reference Signs *(select appropriate category, MoDOT approved sign legend will be displayed on Exhibit A)*:

- ❑ City/County administrative buildings
- ❑ City/County emergency services
- ❑ City/County parks and rec
- ❑ City/County library / museum
- ❑ City/County recycling / compost sites
- ❑ Post office

❑ Other sign(s) approved by the Commission's State Highway Safety and Traffic Engineer

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(A) The sign(s) design will follow the guidelines and regulations of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and Commission's *Signing Manual* for size, color and retroreflectivity. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. Commission will approve final location prior to installation.

(2) INSTALLATION: The signs installed per this document shall not be installed on interstate routes and shall not be installed on freeway or expressway segments with a posted speed limit 50 mph or greater. The signs shall be installed on the signposts in accordance with the requirements illustrated in Exhibit C and D. The sign shall be installed on a signpost supplied by Applicant and shall not be attached to Commission's signpost or traffic control devices. The signpost shall be installed in accordance with the requirements for design and installation as illustrated in Exhibit D. Applicant shall provide plans with the specific location details of the sign installation for approval by Commission prior to installation. All costs associated with this installation shall be borne by Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized representative

(4) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by Applicant, with no cost incurred by Commission. In the event Commission incurs any costs in association with the performance of this Document, Applicant shall reimburse Commission for those costs.

(5) MAINTENANCE: Applicant shall maintain signs following the guidelines of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and Commission's *Engineering Policy Guide* (EPG) for reflectivity, alignment, and placement. Commission may request maintenance of the signs by Applicant, at Applicant's expense, and Applicant shall promptly comply with Commission's request for maintenance of the signs. Failure by Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by Applicant. Commission may request Applicant to modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at Applicant's cost and Commission may request Applicant to relocate the signs to accommodate the need to install signs Commission, in its sole discretion, deems more appropriate at Applicant's cost. Should Commission make either request, Applicant shall comply with Commission's request within 14 calendar days.

(6) PERMIT FOR INSTALLATION AND MAINTENANCE: Applicant shall secure a permit from Commission's District Engineer for the installation and maintenance of the proposed sign(s) prior to performing any work on Commission Right of Way. Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer.

(7) REMOVAL: Commission may remove the sign(s) without reimbursement for prior costs (installation or maintenance) or its value, if Applicant fails to comply with the provisions stated herein regarding maintenance responsibilities and/or if Commission, in its sole discretion, determines that the removal of the sign(s) is in the best interests of the state highway system. For example, the Commission may determine that a sign is no longer justified under the circumstances present or that a sign must be removed or eliminated as part of a highway or transportation project.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, Applicant shall defend, indemnify and hold harmless Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person

for any matter relating to or arising out of Applicant's wrongful or negligent performance of its obligations under this Document.

(B) Applicant is required or will require any contractor procured by Applicant to work under this Document:

(1) To obtain a no cost permit from Commission's district engineer prior to working on Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from Commission's district engineer will not be required for work outside of Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Document constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) NO INTEREST: By placing and maintaining signs on Commission's right of way, Applicant gains no property interest in Commission's right of way. Commission shall not be obligated to keep the sign(s) in place if Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or Commission.

(10) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Document:

(A) Exhibit A: Sign Display Detail

(B) Exhibit B: Sign Location Layout

(C) Exhibit C: Sign Installation Requirements

(D) Exhibit D: Signpost Installation Requirements

City of Blue Springs

By: _____

Title: Christine Cates, City Administrator

Date:_____

Approved as to form:

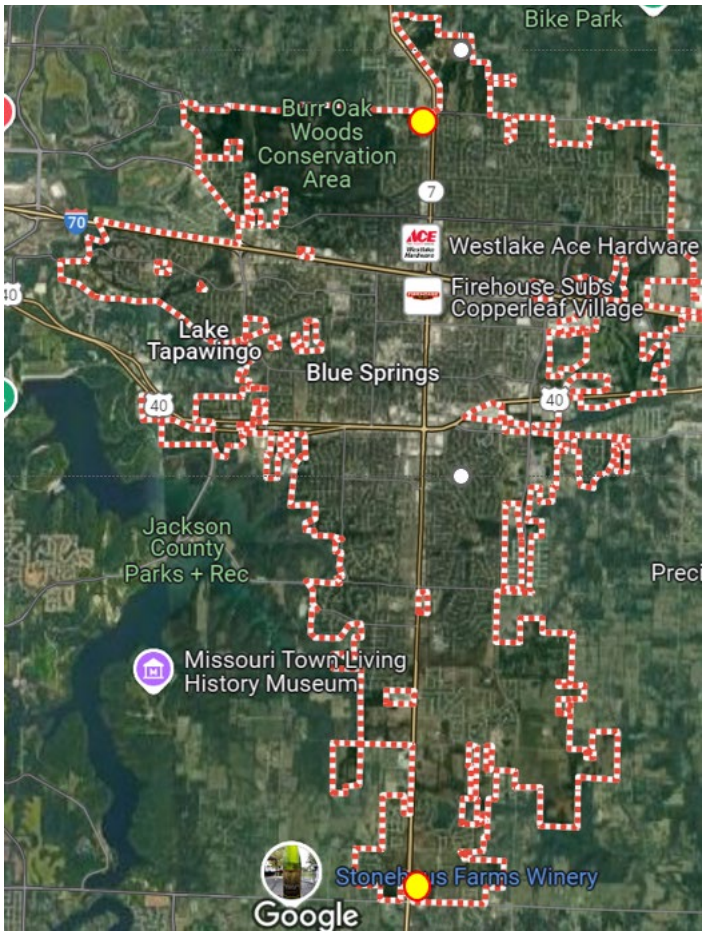
By: Jennifer Baird
_____
Jennifer Baird, City Attorney

Copies: Applicant
District
Highway Safety and Traffic Division

EXHIBIT A
Sign Display Detail
Attach and Number Additional Sheets if Necessary

Sign No:	1	Size:	24” x 30”	Quantity:	2	Sign No:	2	Size:		Quantity:	
											
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	

EXHIBIT B
Sign Location Layout Map



Sign locations:

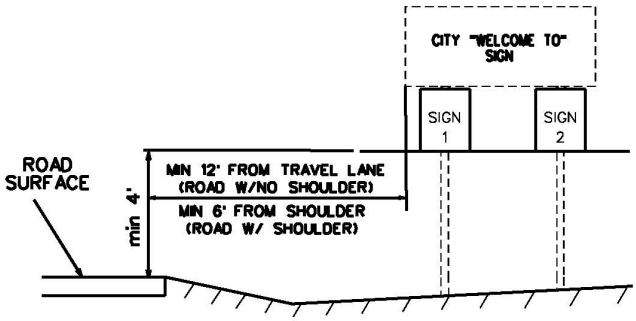


Northbound MO 7

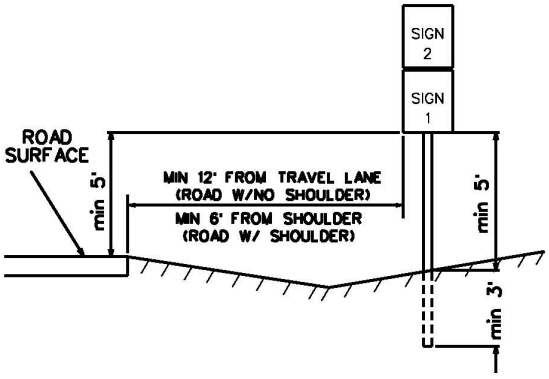


Southbound MO 7

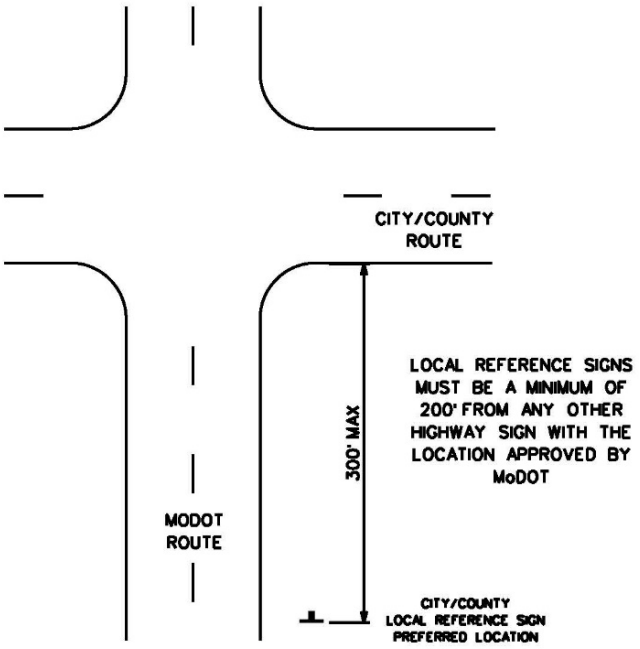
EXHIBIT C
Sign Installation Requirements



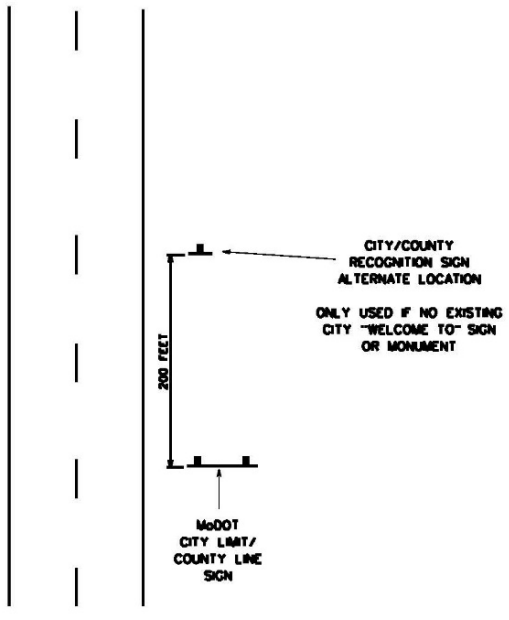
SIGN OFFSET AND MOUNTING HEIGHT
RECOGNITION SIGNS
STANDARD LOCATION



SIGN OFFSET AND MOUNTING HEIGHT
LOCAL REFERENCE SIGNS &
ALTERNATE LOCATION FOR
RECOGNITION SIGNS



LOCAL REFERENCE SIGN
INSTALLATION LOCATION



CITY/COUNTY
RECOGNITION SIGN
INSTALLATION LOCATION

EXHIBIT D
Signpost Installation Requirements

Post Type Options:

- One – 3 lb/ft U-Channel Post
- One – 4”x4” Treated Wood Post
- One – 2”x2” Perforated Square Steel Tube (PSST) Post

