CITY COUNCIL MEETING
November 3, 2025 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

The meeting can be viewed live on the City's website at
www.bluespringsgov.com/CityMeetingsLive

Anyone wishing to address the Mayor and Council during the meeting must fill out a Speaker's Appearance Form and give to the City Clerk prior to the start of the Council meeting. Forms are available online or located at the entrance of the Council Chambers. Speakers are subject to Council Rules of Procedure.

Invocation and Pledge of Allegiance

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

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

   a. Minutes of the October 20, 2025 City Council Meeting
   b. Liquor license for Applebee's Neighborhood Grill & Bar located at 1100 N 7 Highway
   c. Liquor license for Spirit Haven located at 1618 SW 7 Highway
   d. Resolution No. 91-2025 approving an application for a grant for Rotary Park tennis court conversion to pickleball court
   e. Resolution No. 92-2025 approving a contract with Johnson Controls for the warranty chiller replacement at the Public Safety Building.
   f. Resolution No. 93-2025 establishing the World Cup Task Force and approve appointments to the Task Force
   g. Resolution No. 94-2025 approving a Disposition of Records
   h. Resolution No. 95-2025 approving a contract with Newkirk Novak as the Construction Manager at Risk for Southwest Park
   i. Resolution No. 96-2025 approving a contract with Sports Facilities Advisory for evaluation of concept site plan for the Adams Pointe Conference Center

4. Public Hearing – Sullivan Ranch Rezoning (RZ-07-25-9646) and General Development Plan (GDP-07-25-9647) - **Continued from October 6, 2025 and October 20, 2025 to November 3, 2025. To be continued to the November 17, 2025 City Council meeting.**

5. Public Hearing – Colbern Farms Rezoning (RZ-08-25-9668) and Planned Development Concept Plan (PDC-08-25-9669) - **Continued from October 20, 2025 to November 3, 2025. To be continued to the November 17, 2025 City Council meeting.**

6. Public Hearing – Rampage Athletics Rezoning (RZ-07-25-9644) and Planned Development Concept Plan (PDC-07-25-9645) **Continued from October 6, 2025 to November 3, 2025. To be continued to November 17, 2025.**

7. Second reading only of Bill No. 5354 amending the Code of Ordinances related to Animals - **Continued from October 6, 2025 to November 3, 2025. To be continued to November 17, 2025.**

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

9. Introduction and readings of Bill No. 5360 approving a Briarwood Oaks Estates 4th Final Plat (PF-09-25-9693)

10. Introduction and readings of Bill No. 5361 approving a Hudson Estates Final Plat (PF-09-25-9702)

11. Introduction and readings of Bill No. 5362 authorizing a Hold Harmless Agreement with Blue Springs Schools for gym facilities for recreational youth basketball programming

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

13. Councilmember Comments

14. Mayoral Comments

15. Executive Session - Discussion related to Litigation and Real Estate pursuant to Section 610.021 (1) and (2)

Miscellaneous Items

Park Commission Meeting – Tuesday, November 4, 6:00 PM
Public Arts Commission Meeting – Wednesday, November 5, 1:00 PM
Planning Commission Meeting – Monday, November 10, 6:30 PM
Veterans Day – **City Services Closed** – Tuesday, November 11
Land Bank Meeting – Monday, November 17, 3:00 PM
City Council Meeting – Monday, November 17, 6:00 PM
Planning Commission Meeting – Monday, November 24, 6:30 PM
Thanksgiving – **City Services Closed** – Thursday, November 27
Day after Thanksgiving – **City Services Closed** – Friday, November 28
City Council Meeting – Monday, December 1, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Thursday, October 30, 2025.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: October 30, 2025

SUBJECT: Agenda Explanations

Item 3b – Liquor License for Applebee's
Approve a new liquor license for RMH Franchise Corp. dba Applebee's Neighborhood Grill & Bar located at 1100 N 7 Hwy to sell intoxicating liquors by the drink for consumption on premises (weekdays only) and Sundays. The location has never been previously occupied by another business. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 3c – Liquor License for Spirit Haven
Approve a new liquor license for SSB LLC dba Spirit Haven located at 1618 SW 7 Hwy, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption off premises (weekdays only) and Sunday Sales. The location was formerly occupied by Keystone Wines & Spirits LLC dba Keystone Wines & Spirits. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 3d – Grant Application for Rotary Park Renovations
Adopt a Resolution approving the submittal of an application for a Land and Water Conservation Fund (LWCF) grant for Rotary Park tennis court to pickleball court renovations. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3e – Contract for Chiller Replacement at the Public Safety Building
Adopt a Resolution approving a contract in the amount of $111,015.00 with Johnson Controls, Inc. for the warranty chiller replacement at the Public Safety Building. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 3f – World Cup Task Force
Adopt a Resolution establishing the World Cup Task Force and approve appointments to the Task Force. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3g – Disposition of Records
Adopt a Resolution to approve the disposition of Information Technology, Public Works, and Administration 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. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3h – Contract with Newkirk Novak as the Construction Manager at Risk for Southwest Park
Adopt a Resolution approving a contract in the amount of $15,000.00 with Newkirk Novak Construction Partners, Inc., as the Construction Manager at Risk (CMAR) for preconstruction services for the construction of Southwest Park. This project is approved as CIP PR-71. Refer to Council Information Form from Assistant to the City Administrator Dennis Dovel for additional information.

Item 3i – Contract with Sports Facilities Advisory for Adams Pointe Conference Center
Adopt a Resolution approving a contract in the amount of $83,500 with Sports Facilities Advisory LLC, for market analysis, financial forecast, site assessment and inventory, economic impact and evaluation of concept site plan for the Adams Pointe Conference Center and surrounding City owned facilities. Refer to Council Information Form from Assistant to the City Administrator Dennis Dovel for additional information.

Item 4 – Sullivan Ranch Rezoning and General Development Plan Continuance
The Applicant, Charles J. Robinson on behalf of the property owner, Land Bank of Blue Springs is requesting the public hearing for consideration of Rezoning (RZ-07-25-9646) and General Development Plan (GDP-07-25-9647) be continued to November 17, 2025 City Council Meeting. A motion to continue is in order.

Item 5 – Colbern Farms Rezoning and Planned Development Concept Plan Continuance
The Applicant, Colby Dowell on behalf of the property owner, Sarai Jarnail & Manjit K is requesting the public hearing for consideration of Rezoning (RZ-08-25-9668) and General Development Plan (GDP-09-25-9690) be continued to November 17, 2025. A motion to continue is in order.

Item 6 – Rampage Athletics Rezoning and Planned Development Concept Plan Continuance
The Applicant, Michael Scott on behalf of the property owner, St. Peter United Methodist Church is requesting the public hearing for consideration of a Rezoning (RZ-07-25-9644) Planned Development Concept (PDC-07-25-9645) be continued to the November 17, 2025 City Council Meeting. A motion to continue is in order.

Item 7 – Code Amendment related to Animals Continuance
The City is requesting the second reading of Bill No. 5354 amending Sections of Chapter 215 of the Blue Springs Code of Ordinances regarding Dogs, Cats, Animals and Dangerous Animals be continued to the November 17, 2025 City Council meeting. A motion to continue is in order.

Item 9 – Briarwood Oaks Estates 4th Final Plat
Passage of a Bill approving the Final Plat for Briarwood Oaks Estate (PF-09-25-9693) consisting of eleven lots located generally east of SW 7 Highway and South of SW Wyatt Road. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 10 – Hudson Estates Final Plat
Passage of a Bill approving the Final Plat for Hudson Estates of Blue Springs (PF-09-25-9702) consisting of two lots located east of 7 Highway and South of Cordill-Mason Elementary School. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 11 – Hold Harmless Agreement with Blue Springs School District for Gym Use for Youth Basketball

Passage of a Bill authorizing the execution of a Hold Harmless Agreement with Reorganized School District No. IV of Jackson County for use of school gym facilities for recreational youth basketball programming. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
October 20, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, October 20, 2025, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Nick Brummel
Galen Ericson
Kent Edmondson
Jeremy Rowan

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

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

CONSENT AGENDA

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

- Minutes of the October 6, 2025 City Council Meeting and October 13, 2025 Special City Council Meeting.
- **Resolution No. 87-2025** approving an Amendment in the amount of $60,000.00 with Flock Group Inc. for camera and software purchase and installation for Contract No. 2023-082
- **Resolution No. 88-2025** approving an Amendment or in the amount of $101,131.00 with Stantec Consulting Services, Inc. for design, bidding and construction oversight for the 12th Street extension project for Contract No. 2024-182
- **Resolution No. 89-2025** approving a contract in the amount of $300,000 annually with Downey Construction Inc for annual miscellaneous concrete maintenance and repair
- **Resolution No. 90-2025** designating Luxe One, LLC as the developer for City-owned property located at 1500 NW North Ridge Drive, consisting of approximately 2.89 acres currently utilized as a public commuter lot

The Consent Agenda was approved with the following vote:

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

PUBLIC HEARING – SULLIVAN RANCH REZONING (RZ-06-25-9604)

Mayor Lievsay opened the Public Hearing at 6:02 pm and advised the Council that the applicant, Charles Robinson of CJR Development, requested the public hearing for the consideration of the Rezoning and General Development Plan for Sullivan Ranch be continued to the

DRAFT

AND GENERAL DEVELOPMENT PLAN (GDP-07-25-9647) - MOTION TO CONTINUE

November 3, 2025 City Council meeting (RZ-07-25-9646, GDP-07-25-9647).

Councilmember Kaylor moved to continue the public hearing on October 20, 2025 to November 3, 2025 City Council meeting. Motion seconded by Councilmember Ericson and carried unanimously.

PUBLIC HEARING – COLBERN FARMS REZONING (RZ-08-25-9668) AND GENERAL DEVELOPMENT PLAN (GDP-09-25-9690) – MOTION TO CONTINUE

Mayor Lievsay opened the Public Hearing at 6:03 pm and advised the Council that the applicant, Colby Dowell of KAT Excavation, requested the public hearing for the consideration of the Rezoning and General Development Plan be continued to the November 3, 2025 City Council meeting (RZ-08-25-9668, GDP-09-25-9690).

Councilmember Kaylor moved to continue the public hearing on October 20, 2025 to November 3, 2025 City Council meeting. Motion seconded by Councilmember Tholen and carried unanimously.

PUBLIC HEARING – TIER 1 TATTOO CONDITIONAL USE PERMIT (CUP-08-25-9678)

Mayor Lievsay opened the Public Hearing to consider a Conditional Use Permit with Alternative Development Standards allowing body art services in General Business zoning within 500 feet of a residential use at 6:07 p.m. (CUP-08-25-9678). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

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

APPLICANT

Applicant Logan Johnson was present and available to address questions from the Council.

IN SUPPORT OF

Markus Littrell, Bill Fickle, Emory Shaffer, Jeremey Lundergan, and Chance Cooper spoke in support.

The Mayor hearing no further comments for or against, closed the public hearing at 6:24 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5357 – TIER 1 TATTOO CONDITIONAL USE PERMIT (CUP-08-25-9677)

Councilmember Kaylor introduced Bill No. 5357 approving a Conditional Use Permit with Alternative Development Standards allowing body art services in General Business zoning within 500 feet of a residential use. City Clerk Erin Ford made the first reading of Bill No. 5357 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5357 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5357

Ms. Ford made the second reading of Bill No. 5357 by title. Councilmember Edmondson moved to adopt Bill No. 5357 upon its second reading and give it **ORDINANCE NO. 5458,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Brummel and carried with the following vote:

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

PUBLIC HEARING – KC CANNABIS CONDITIONAL USE PERMIT (CUP-08-25-9677)

Mayor Lievsay opened the Public Hearing to consider a Conditional Use Permit allowing the extension of the current hours of operation of a marijuana dispensary drive-thru to stay open 24 hours a day at the property generally located at 1117 N 7 Highway at 6:28 p.m. (CUP-08-25-9677). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered two exhibits into the record.

STAFF REPORT

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

APPLICANT

Applicant Dan Nelson was present and addressed questions from the Council.

IN SUPPORT OF

Lara Vermillion and Tyler Vaughan spoke in support.

The Mayor hearing no further comments for or against, closed the public hearing at 6:44 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5358 – KC CANNABIS CONDITIONAL USE PERMIT (CUP-08-25-9677)

Councilmember Kaylor introduced Bill No. 5358 approving a Conditional Use Permit allowing the extension of the current hours of operation of a marijuana dispensary drive-thru to stay open 24 hours a day at the property generally located at 1117 N 7 Highway. City Clerk Erin Ford made the first reading of Bill No. 5358 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5358 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried with Councilmembers Ericson and Kaylor voting no.

2ND READING – BILL NO. 5358

Ms. Ford made the second reading of Bill No. 5358 by title. Councilmember Edmondson moved to adopt Bill No. 5358 upon its second reading and give it **ORDINANCE NO. 5459,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5359 – THE WOODLANDS AT CHAMPMAN FARMS 2ND FINAL PLAT

Councilmember Kaylor introduced Bill No. 5359 approving a approving the Final Plat for The Woodlands at Chapman Farms consisting of twenty-eight lots located generally east of SW 7 Highway and South of SW Wyatt Rd (PF-08-25-9671). City Clerk Erin Ford made the first reading of Bill No. 5359 by title; copies of the proposed Bill having previously been made available to the public.

(PF-08-25-9671)

Councilmember Ericson moved to approve Bill No. 5359 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5359

Ms. Ford made the second reading of Bill No. 5359 by title. Councilmember Edmondson moved to adopt Bill No. 5359 upon its second reading and give it **ORDINANCE NO. 5460,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

VISITORS

Bruce Kittle spoke regarding non-profit organization Art Reach Local.

COUNCIL COMMENTS

Kaylor: Facebook Live recording of the City's Strategic Plan is available to watch.

Rowan: Blue Springs South High School won rivalry football game against Blue Springs High School. Both Blue Springs High School bands competed in the recent Bands of America competition and received awards.

MAYORAL ANNOUNCEMENTS

- Town Hall on November 13 will discuss downtown updates
- Third annual Brew to Brew run occurred on October 18
- Trick or Treat Main Street is October 25 in Downtown Blue Springs at 10:00 AM
- Spooky Springs is October 25 at Young Park at 6:00 PM
- Pumpkin Plunge is October 26 at Blue Surf Bay from 6:00 -7:30 PM

ADJOURNMENT

At 6:58 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: October 21, 2025

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

☐ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Purchase	☒ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☒ Balanced Growth	☐ Community Identity
☐ Infrastructure	☒ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Approve a new liquor license for RMH Franchise Corp. dba Applebee's Neighborhood Grill & Bar located at 1100 N 7 Hwy to sell intoxicating liquors by the drink for consumption on premises (weekdays only) and Sundays. The location has never been previously occupied by another business.

BACKGROUND/JUSTIFICATION

The managing agent for RMH Franchise Group dba Applebee's Neighborhood Grill & Bar is Michael Hurley located at 405 Fairwood Lane, Kirkwood, MO 63122

FINANCIAL IMPACT

Contractor:	RMH Franchise Group
Budget Year:	FY 2025-2026
Revenue to be Received:	$624.97
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 3, 2025	June 30, 2026

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 ON FILE WITH CITY DEVELOPMENT

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 of City 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: October 21, 2025

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

☐ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Purchase	☒ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☒ Balanced Growth	☐ Community Identity
☐ Infrastructure	☒ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Approve a new liquor license for SSB LLC dba Spirit Haven located at 1618 SW 7 Hwy, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption off premises (weekdays only) and Sunday Sales. The location was formerly occupied by Keystone Wines & Spirits LLC dba Keystone Wines & Spirits.

BACKGROUND/JUSTIFICATION

The Managing Agent for SSB LLC dba Spirit Haven is Noelhy Ozaeta located at 19295 W 110th Terr Olathe, KS 66061.

FINANCIAL IMPACT

Contractor:	SSB LLC dba Spirit Haven
Budget Year:	FY 2025-26
Revenue to be Received:	$337.50
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 3, 2025	June 30, 2026

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 ON FILE WITH CITY DEVELOPMENT

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 of City 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: October 20, 2025

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

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☐ Balanced Growth	☐ Community Identity
☒ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution approving the submittal of an application for a Land and Water Conservation Fund (LWCF) grant for Rotary Park tennis court to pickleball court renovations.

BACKGROUND/JUSTIFICATION

The Blue Springs Parks and Recreation Department has operated Rotary Park as a public recreation space for many years. Over time, the amenities in the park have begun to wear out and need to be updated or replaced. Rotary Park has seen several improvements since the passage of the Parks Sales Tax in 2017. Those improvements have included a new small playground space, a new gazebo, new asphalt overlay trails and parking lots, dredging of the lake, and a new restroom facility. The large playground is scheduled for replacement this year as well. There are still some amenities that need to be addressed, including the tennis courts. The courts have outlived their life expectancy and are currently in poor condition. The fencing around the courts is in poor condition and there are significant cracks in the asphalt playing court surfaces as well.

The Missouri Department of Natural Resources offers a Land and Water Conservation Fund (LWCF) grant program for cities, counties and public school districts to be used for outdoor recreation projects. This is a matching grant program for up to 50% of the project cost, or a $500,000 maximum. This Resolution would give staff the approval to submit a grant application for the renovation of the existing tennis courts at Rotary Park to a ten court pickleball facility. This would be Phase 1 of the project and would replace the aging tennis courts with ten new concrete pickleball courts, install black vinyl fencing, construct footings for future shade structures, and place tubing for a future seasonal ice rink system for use in winter months. This first phase of the project is estimated to be $1,700,000. Staff would submit an LWCF grant request for $500,000, with the City providing the remaining $1,200,000 from the Park Sales Tax funds. If approved, this project would be included in the Capital Improvement Program for the 2026-27 fiscal year.

Staff recommends approval of the submittal of an application for the Land and Water Conservation Fund grant program.

FINANCIAL IMPACT

Contractor:	Missouri Department of Natural Resources

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 3, 2025	September 30, 2027

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with application attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Resolution No. 91-2025

A RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION FOR A LAND AND WATER CONSERVATION FUND GRANT FOR ROTARY PARK TENNIS COURTS TO PICKLEBALL COURTS RENOVATIONS

WHEREAS, the City of Blue Springs Parks and Recreation Department has operated the Rotary Park facility for public recreation use for many years; and

WHEREAS, there have been many updates and improvements to the facilities at Rotary Park since 2017 including playground, trails, gazebo, and new restroom facility; and

WHEREAS, there remain some amenities, such as the tennis courts, that are past their useful life expectancy due to years of use; and

WHEREAS, The Missouri Department of Natural Resources offers a matching grant program through the Land and Water Conservation Fund (LWCF) grant program for the renovation/restoration of park facilities; and

WHEREAS, the Parks and Recreation Department is requesting approval to write and apply for an LWCF grant that will reimburse the City up to $500,000 for the renovation of the Rotary Park tennis courts to a ten court pickleball facility. The total cost of this phase of the project is estimated to be $1,700,000.

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 direct staff to write and submit a Land and Water Conservation Fund grant application by the deadline of November 15, 2025, for the renovation of the Rotary Park tennis courts to a ten court pickleball facility.

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

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 3rd day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

2025RES

EXHIBIT A

Missouri Department of Natural Resources

Division of State Parks

Land & Water Conservation Fund

2026 Open Project Selection Process



LAND & WATER CONSERVATION FUND

MISSOURI DEPARTMENT OF NATURAL RESOURCES

MISSOURI STATE PARKS

PROGRAM OVERVIEW

The Land & Water Conservation Fund (LWCF) was established by the LWCF Act in 1965. The fund launched the LWCF State Assistance Program, which provides matching grants to states and local governments for the acquisition and development of public outdoor recreation areas and facilities. The program is intended to create and maintain a nationwide legacy of high quality recreation areas and facilities and to stimulate nonfederal investments in the protection and maintenance of recreation resources across the United States.

The Department of Interior's National Park Service (NPS) oversees the LWCF State Assistance Program and has delegated administration of the program to each state. In Missouri, the Department of Natural Resources (MoDNR) administers the program. Direct oversight of the program is performed by the Division of State Park's (DSP) Grants Management Section (GMS). Since the advent of the LWCF State Assistance Program in 1965, MoDNR has granted funding to more than 1,700 projects statewide, with at least one LWCF project to be found in every county in the state.

USE OF THE ANNUAL APPORTIONMENT

The LWCF program is funded through revenue from off-shore oil and gas drilling. LWCF monies are apportioned to the states by the Secretary of the Department of Interior each fiscal year in accordance with the apportionment formula contained in the LWCF Act. This formula includes a factor for equal distribution of a portion of the fund among the states, as well as factors for distribution on the basis of population and need. In recent years, Missouri's available apportionment has ranged between $4.1 and $5.4 million annually.

The Division makes every effort to fully use each year's apportionment and to avoid leaving a remaining balance of unobligated funds. Should total project expenditures be less than the annual obligated amount, the unexpended balance reverts to a "special reapportionment account" (SRA), which the Division must request from the NPS to be reapportioned back to Missouri. Annual apportionments and SRA funds not allocated each fiscal year may be applied to cost overruns on active projects. Amendments to increase federal assistance without further competition through the Open Project Selection Process may be approved in an amount not to exceed 25% of the original agreement amount and only when the increased costs are associated with project components approved in the original project scope. Requests for increased funding greater than 25% of the original request or resulting from a change in the project scope must undergo competition through the Open Project Selection Process (OPSP) during the following year's grant round.

OPEN PROJECT SELECTION PROCESS

The National Park Service requires each state to develop an Open Project Selection Process (OPSP) by which LWCF grant project proposals are prioritized and recommended for funding. Missouri's OPSP has been designed to accomplish the following federally-required goals:

a. Provide for public knowledge of and participation in the formulation and application of the project selection process used to allocate LWCF assistance;
b. Ensure all potential applicants are aware of the availability of and process for obtaining LWCF assistance, and provide opportunities for all eligible agencies to submit project applications and have them considered on an equitable basis;
c. Provide a measurable link, through published selection criteria, to the specific outdoor recreation needs and priorities identified in Missouri's Statewide Comprehensive Outdoor Recreation Plan (SCORP);
d. Ensure a fair and equitable evaluation of all applications for LWCF assistance; and
e. Assure that distribution of LWCF assistance is accomplished in a non-discriminatory manner, especially with regard to minority, elderly, disabled, and other underserved populations.

APPLICANT NOTIFICATION

To ensure that all eligible political subdivisions are informed of the availability of federal funding assistance, information is posted on the Division of State Parks' website (https://mostateparks.com/page/55065/outdoor-recreation-grants). Information posted includes a description of the LWCF program; eligibility requirements; a web link to the most current SCORP (https://mostateparks.com/sites/mostateparks/files/2018-2022%20Show%20Me%20the%20Great%20Outdoors_SCORP_Final.pdf) and the process for submitting a project application, including a copy of the application (Appendix A), and a copy of the LWCF Project Application Guide (Appendix B). Additionally, the Division coordinates with the Missouri Parks and Recreation Association, the Missouri Association of Council of Governments and the University of Missouri-Extension offices to disseminate information to local governments regarding the annual call for projects. A sample notification email is provided in Appendix C. Throughout the year, the Division's Grants Management Section (GMS) staff also man informational booths at various conferences in an effort to promote the funding opportunity.

PROGRAM ASSISTANCE

In addition to the LWCF Project Application Guide, GMS staff provides technical program assistance to all potential applicants via live stream webinars. The webinars assist with the grant application process by providing instruction and guidance for filling out the application and by describing supporting documentation requirements. Recordings of the webinars are subsequently made available on the division's website at: https://mostateparks.com/page/63306/grant-workshops. Applicants are also encouraged to submit their application packets prior to the deadline date. This allows GMS staff opportunity to contact the applicant if information is missing from the packet or is inaccurate, and will subsequently allow the applicant time to rectify omissions or inaccuracies. In addition, GMS staff responds to email and phone enquiries from potential applicants regarding the application process, as well as provides critique and feedback on projects not recommended for funding, for future submissions.

PRIORITY RANKING

Project applications for LWCF assistance are reviewed by GMS staff to ensure they meet minimum eligibility requirements. Previous history regarding project sponsor compliance with LWCF program requirements is also reviewed and factored into overall project application scores. Additionally, an application scoring matrix (Appendix D) has been developed by GMS staff to assist in the priority ranking process. Scoring criteria places emphasis on:

- the applicant's ability to complete the grant project and maintain the site in perpetuity as required under the LWCF Act;
- the site's suitability for protection under the LWCF Act;
- how well developed the project proposal is, including acquisition and scope of work;
- how the project will meet unmet recreational needs within the community or area;
- whether the project provides opportunities for underserved populations, such as elderly, minority, low-income, physically challenged or other special populations;
- how the project aligns with a priority listed in Missouri's SCORP, which is the framework for the planning, development, management and protection of Missouri's outdoor recreation resources;
- whether the project demonstrates strong public support and indication of need, solicited through public comment forums;
- the use of partnerships and donations to show project support and offset project costs;
- a detailed and complete project budget;
- what assurances the project sponsor can provide that there is adequate funding and manpower to complete the project within the established timeframe; and
- the applicant's affects on the environment as identified in the Environmental Resources Survey.

PROJECT SELECTION PROCESS

Once GMS staff reviews project applications for eligibility, the approved applications and all supporting documentation are forwarded to the LWCF Internal Advisory Committee. The committee is comprised of Division of State Parks staff with specialized knowledge of outdoor recreation needs in Missouri. The committee members review, score and rank each approved application using the application scoring matrix in Appendix D. A list of recommended projects is compiled and submitted to the State Liaison Officer (SLO) for approval. Then GMS staff conducts pre-award site inspections of approved proposed projects to ensure field conditions are as described in the applications, and risk assessments to evaluate the applicant's ability to successfully complete the project. Department of Natural Resources approved projects are then forwarded to the Midwest Regional Office of the National Park Service for approval and obligation for funding.

OPSP TIMELINE

The OPSP will occur annually, beginning with a call for projects that usually occurs in August of each year. The number of ranked projects that will be recommended for funding is determined by the state's LWCF apportionment for the current fiscal year. Below is a typical timeline for the OPSP.

August 2025	The OPSP commences with a call for project proposals. The application and application guide are posted on the website. Notices are distributed in a variety of formats to local political subdivisions. Important upcoming dates are posted on the website, https://mostateparks.com/page/61215/land-and-water-conservation-fund-lwcf-grants.
September 2025	Application webinars are offered to project applicants.
November 2025	Final applications are due. GMS staff reviews applications for eligibility, and submits eligible applications to the LWCF Internal Advisory Committee.
December 2025 - March 2026	The LWCF Internal Advisory Committee reviews, scores and ranks the applications. A draft list of recommended projects is submitted to the SLO for approval. GMS staff conducts risk assessments and pre-award site inspections to confirm field conditions and eligibility.
April 2026- June 2026	The draft application packets are submitted to the NPS for review. Any edits required by the NPS are made. All applicants will be notified of the results of the application review process by end of June.
June 2026- July 2027	The NPS posts a Notice of Funding Opportunity and authorizes GMS to submit approved applications through GrantSolutions.
May 2027- September 2027	Once the NPS has obligated the funding, sponsors of approved projects will receive a notice of award and project agreement. Sponsors are then required to attend a mandatory grant administration workshop.

APPENDIX A. LWCF PROJECT APPLICATION

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

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DIVISION OF STATE PARKS USE ONLY

PROJECT #

QUESTIONS 1-8: GENERAL INFORMATION

1. NAME OF AGENCY OR ORGANIZATION REQUESTING GRANT FUNDS

MAILING ADDRESS	CITY	STATE	ZIP

RECEIVING OFFICIAL NAME AND TITLE

EMAIL ADDRESS	PHONE NUMBER

2. UNIQUE ENTITY IDENTIFIER (UEI)

3. APPLICATION PREPARER

EMAIL ADDRESS	PHONE NUMBER

4. PROJECT CONTACT PERSON	TITLE OF PROJECT CONTACT PERSON

EMAIL ADDRESS	PHONE NUMBER

5. US REPRESENTATIVE	DISTRICT

6. STATE REPRESENTATIVE	DISTRICT

7. STATE SENATOR	DISTRICT

8. REGIONAL PLANNING COUNCIL

QUESTIONS 9-11: PROJECT SPONSOR'S BACKGROUND & PRIOR PERFORMANCE [10 POINTS]

9. PROJECT APPLICANT IS: ❑ LOCAL GOVERNMENT ❑ LOCAL PARK AND RECREATION DEPARTMENT ❑ PUBLIC SCHOOL DISTRICT

10. PROJECT SPONSOR'S ORGANIZATION DETAILS: HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE? (Indicate number of years; if less than a year, give date organization was established.)	WHAT IS THE ORGANIZATION'S ANNUAL OPERATING BUDGET? (Please indicate)

DOES THE ORGANIZATION EMPLOY FULL-TIME STAFF?	DOES THE ORGANIZATION EMPLOY PART-TIME STAFF?
❑ NO ❑ YES (If yes, designate how many.)	❑ NO ❑ YES (If yes, designate how many.)
DOES THE ORGANIZATION HAVE A BOARD WITH OVERSIGHT RESPONSIBILITIES?	DOES THE ORGANIZATION HAVE VOLUNTEERS?
❑ NO ❑ YES (If yes, designate how many members.)	❑ NO ❑ YES (If yes, designate how many.)

11. PRIOR PERFORMANCE- HAS THE PROJECT SPONSOR RECEIVED A GRANT FROM THE MISSOURI DEPARTMENT OF NATURAL RESOURCES (DNR) WITHIN THE LAST 10 YEARS?

❑ NO ❑ YES (If yes, designate how many.)

IF YES, DOES THE SPONSOR HAVE A DNR GRANT CURRENTLY OPEN? ❑ NO ❑ YES (If yes, designate how many projects, the grant program and project number.)

WITHIN THE LAST 10 YEARS, HAS THE SPONSOR HAD TO WITHDRAW A DNR PROJECT AND DE-OBLIGATE FUNDING OR CONVERT LWCF PARK LAND? ❑ NO ❑ YES

WITHIN THE LAST 10 YEARS, HAS THE SPONSOR HAD TO ASK FOR AN EXTENSION TO COMPLETE THEIR PROJECT?

❑ NO ❑ YES (If yes, indicate how many.)

IF PROJECT SPONSOR HAS HAD TO REQUEST AN EXTENSION OR WITHDRAW A PROJECT WITHIN THE PAST 10 YEARS, OR CONVERT LWCF PROPERTY, PLEASE PROVIDE AN EXPLANATION.

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QUESTIONS 12-28: PROJECT LOCATION AND LWCF BOUNDARY INFORMATION [10 POINTS]

12. NAME OF THE PARK

ADDRESS/LOCATION OF THE PROPOSED PROJECT SITE

CITY	COUNTY	STATE	ZIP

TOWNSHIP, RANGE, SECTION	LATITUDE (decimal degree)	LONGITUDE (decimal degree)

13. LEGAL DESCRIPTION OF THE PROPOSED LWCF BOUNDARY (attach additional pages, if needed)

14. IS THE PROPOSED LWCF BOUNDARY THE SAME AS THE BOUNDARY OF THE PARK/RECREATION AREA AS IT EXISTS IN TOTALITY?
❑ NO ❑ YES (If no, please explain any area proposed for exclusion and why, and ensure that it is clearly depicted on the proposed LWCF map.)

15. IS THIS AN EXISTING LWCF-PROTECTED PARK/RECREATION AREA? ❑ NO ❑ YES	IF YES, WHAT IS THE CURRENT LWCF ACREAGE FOR THE ENTIRE SITE?	IF NO, WHAT IS THE TOTAL ACREAGE THAT WILL BE ENCUMBERED UNDER LWCF IF FUNDING IS AWARDED?

16. WILL THIS PROPOSAL CREATE A NEW PARK/RECREATION AREA WHERE NONE PREVIOUSLY EXISTED?
❑ NO ❑ YES (If yes, please explain.)

17. IF THIS IS AN EXISTING LWCF-PROTECTED PARK/RECREATION AREA, HAS THE PARK NAME CHANGED SINCE THE LAST GRANT?
❑ NO ❑ YES (If yes, please explain.) ❑ N/A

18. IS THE PROJECT LOCATED IN A FEMA SPECIAL FLOOD HAZARD AREA (include a copy of the floodplain map to affirm your answer and include your permit if required)?
❑ NO ❑ YES (If yes, please explain and confirm that you have met applicable federal insurance requirements and include proof of insurance.)

19. IS YOUR SITE CONTIGUOUS WITH OR CONNECTED TO ANY FEDERALLY OWNED RECREATION AREA?
❑ NO ❑ YES (If yes, please explain.)

20. IS YOUR SITE PART OF A LARGER LAND MANAGEMENT AREA, SUCH AS A GREENWAY OR REGIONAL RECREATION AREA?
❑ NO ❑ YES (If yes, please explain.)

21. DESCRIBE THE EXISTING SITE CONDITIONS OF THE PARK , INCLUDING UNSAFE AND HAZARDOUS CONDITIONS. PLEASE INCLUDE PHOTOGRAPHS OF THE PROJECT AREA.

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22. EXPLAIN HOW THE SITE IS SUITABLE FOR THE TYPE(S) OF OUTDOOR RECREATION BEING PROPOSED.

23. DOES THE SITE INCLUDE ANY FEATURES THAT VISUALLY DETRACT FROM THE OUTDOOR RECREATION EXPERIENCE OR THAT REPRESENT A POTENTIAL PUBLIC SAFETY HAZARD?
❑ NO ❑ YES (If yes, please explain and describe whether this project will help address those concerns.)

24. PLEASE PROVIDE THE NAME OF THE PROPERTY OWNER AS STATED ON THE DEED
(If there are multiple deeds associated with the property, please provide information for each parcel along with a copy of each deed.)

25. WHAT IS/WILL BE THE APPLICANT'S TYPE OF OWNERSHIP/CONTROL OF THE PROPERTY?
❑ FEE SIMPLE
❑ LESS THAN FEE SIMPLE (Explain what rights the applicant has and what agency holds the underlying fee simple ownership.)

❑ LEASE OF AT LEAST 25 YEARS (Include a copy of the lease with the application.)
IF YOU HAVE A LEASE, DOES THE LEASE INCLUDE A PROVISION FOR RECORDING THE RECREATION USE LEASE AMENDMENT? ❑ NO ❑ YES
(If no, please explain.)

26. PLEASE LIST ALL PRESENT EXISTING AND REASONABLY ANTICIPATED LIENS OR MORTGAGES OR BOTH, ON THE PROPERTY, AND THE EFFECT ON THE RECREATIONAL EASEMENT THAT WILL BE REQUIRED.

27. ARE THERE ANY RIGHT-OF-WAY, EASEMENTS, OR REVERSIONARY INTERESTS WITHIN THE PROPOSED LWCF BOUNDARY AREA?
❑ NO ❑ YES (If yes, please explain and show them on the LWCF Boundary Map.)

28. HOW DID YOU DETERMINE IF THERE WERE ANY RIGHTS-OF-WAY, EASEMENTS, LIENS/MORTGAGES, OR REVERSIONARY INTERESTS?
❑ I HAD A TITLE SEARCH CONDUCTED WITHIN THE LAST SIX MONTHS. ATTACHED IS A COPY OF THAT SEARCH.
❑ I CONTACTED THE COUNTY RECORDER OF DEEDS OFFICE TO FIND OUT WHAT WAS RECORDED. INCLUDED IN THIS APPLICATION IS A COPY OF ALL RECORDED ENCUMBRANCES; AND I CHECKED WITH THE CITY TO FIND OUT IF THERE WERE ANY ENCUMBRANCES IN THEIR RECORDS THAT MAY NOT HAVE BEEN RECORDED (such as utility easements, road rights-of-way, or liens).

QUESTIONS 29-34: PROPERTY MANAGEMENT AND STEWARDSHIP [10 POINTS]

29. WHO WILL MANAGE AND OPERATE THE SITE?

30. IS THIS PROPERTY A PUBLIC SCHOOL, RESERVOIR OR A STATE WILDLIFE AREA?
❑ NO ❑ YES (If yes, how often will the public have access to the proposed recreation site; what kinds of restrictions to public outdoor recreation will occur?)

31. ARE THERE ANY PRE-EXISTING OR PLANNED INDOOR FACILITIES ON-SITE THAT WOULD NOT THEMSELVES BE ELIGIBLE FOR LWCF GRANT FUNDING AND NEED A PUBLIC FACILITY REQUEST OR SHOULD BE EXCLUDED FROM THE LWCF BOUNDARY?
❑ NO ❑ YES (If yes, describe and explain how/if the structure(s) support public outdoor recreation and include square footage of each building.)

32. ARE THERE ANY PRE-EXISTING OR PLANNED RESOURCE MANAGEMENT PRACTICES (I.E., TIMBER MANAGEMENT, GRAZING, ETC.)?
❑ NO ❑ YES (If yes, describe the nature of the practice, the anticipated duration, and how the practice supports outdoor recreation.)

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33. ARE THERE ANY PRE-EXISTING OR PLANNED USES ON-SITE THAT ARE INCOMPATIBLE WITH LWCF REQUIREMENTS THAT SHOULD BE EXCLUDED FROM THE LWCF BOUNDARY?

❑ NO ❑ YES (If yes, describe the nature of the use and ensure it is clearly depicted on the proposed LWCF boundary map; clarify whether the future intent is for the area to become subject to LWCF once the use is terminated, or if the intent is for the use to continue within the park in perpetuity.)

34. PROVIDE A DETAILED POST-COMPLETION PLAN OF HOW THE PROJECT WILL BE MANAGED AND MAINTAINED IN PERPETUITY.

QUESTION 35-52 ACQUISITION OF REAL PROPERTY [QUESTION 35-58 ARE WORTH 20 POINTS]

35. WILL REAL PROPERTY BE ACQUIRED AS PART OF THIS PROJECT (including purchase or donation)?

❑ NO ■ YES (If no, skip to question 54.)

36. WHY IS THIS ACQUISITION (whether attained via purchase or donation) NEEDED?

37. DESCRIBE THE EXISTING RESOURCES AND FEATURES OF THE SITE THAT MAKE IT DESIRABLE FOR PUBLIC OUTDOOR RECREATION.

38. PARCEL NAME	39. PARCEL SIZE
40 PARCEL VALUE	41. ANTICIPATED ACQUISITION DATE

42. ❑ A STATE-CERTIFIED REVIEW APPRAISER HAS REVIEWED THE APPRAISAL AND HAS DETERMINED THAT IT WAS PREPARED IN CONFORMITY WITH THE UNIFORM APPRAISAL STANDARDS FOR FEDERAL LAND ACQUISITIONS.

❑ A QUALIFIED PROFESSIONAL HAS PREPARED A WAIVER VALUATION FOR THIS PROPERTY IN CONFORMITY WITH 49 CFR 24.102(C)(D)(II).

43. FROM WHOM IS THE PROPERTY BEING PURCHASED?

44. ARE ANY BUILDINGS OR STRUCTURES BEING PURCHASED ALONG WITH THE PROPERTY?

❑ NO ❑ YES (If yes, please describe what is planned for these structures and whether the grant-funded project includes the value of these structures.)

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45. HOW WILL THE SITE BE MADE OPEN AND ACCESSIBLE FOR PUBLIC OUTDOOR RECREATION USE (signage, entries, parking, site improvements, allowable activities, etc.)?

46. WHEN WILL ACCESS TO THE SITE FOR PUBLIC OUTDOOR RECREATION BECOME AVAILABLE?

47. DESCRIBE DEVELOPMENT PLANNED FOR THE SITE(S) IN ORDER TO ALLOW THE ACQUISITION AREA TO BE OPENED FOR PUBLIC OUTDOOR RECREATION, AS THIS WILL IMPACT THE NATIONAL HISTORIC PRESERVATION ACT AND NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE, FOCUS ON WHAT YOU REASONABLY EXPECT TO ACCOMPLISH IN THE FIRST THREE YEARS.

48. IF DEVELOPMENT WILL BE DELAYED BY MORE THAN THREE YEARS FROM GRANT CLOSE, EXPLAIN WHY THIS ACQUISITION IS STILL A PRIORITY FOR GRANT FUNDING AT THIS TIME AND DESCRIBE THE OPPORTUNITIES THE PUBLIC WILL HAVE TO USE THE SITE IN THE INTERIM.

49. IS THIS ACQUISITION AN ADDITION TO AN EXISTING PARK OR OTHER RECREATION AREA?
❑ NO ❑ YES (If yes, how will it support and enhance that existing park.)

50. IS THE PROPERTY BEING ACQUIRED UNDER THREAT OF CONDEMNATION?
❑ NO ❑ YES (If yes, please explain.)

51. WAS THE PROPERTY LISTED FOR PUBLIC SALE?
❑ NO ❑ YES (If yes, please explain how the property owner was made aware of the grant sponsor's interest in the property.)

52. DOES THIS PROJECT INVOLVE DONATED PROPERTY?
❑ NO ❑ YES (If yes, include evidence that the seller was offered the fair market value of the property as just compensation and willingly chose/ is choosing to donate the property instead; if the donation is subject to a waiver of retroactivity, the evidence must pre-date the donation; please explain.)

QUESTION 53-58: PROJECT DEVELOPMENT AND SCOPE OF WORK [QUESTION 35-58 ARE WORTH 20 POINTS]

53. WHAT IS THE NAME OF THIS PROJECT?

54. WHAT NEW FACILITIES WILL BE CONSTRUCTED AS PART OF THE PROJECT?

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55. WHAT EXISTING FACILITIES WILL BE RENOVATED OR REPLACED (specify which) AS PART OF THE PROJECT? PLEASE INDICATE WHEN THE PROJECT WAS INITIALLY CONSTRUCTED AND WHEN IT WAS LAST RENOVATED. IF THE PROJECT WAS CONSTRUCTED OR RENOVATED USING LWCF FUNDS, PLEASE INDICATE YEAR(S) AND PROJECT NUMBER(S).

56. WHAT GENERAL SITE IMPROVEMENTS (i.e., demolition, site preparation, landscaping, utilities, habitat improvements, etc.) WILL BE COMPLETED AS PART OF THIS PROJECT?

57. WHAT IS THE ANTICIPATED LIFESPAN OF THE FACILITIES THAT WILL BE FUNDED AS PART OF THIS PROJECT?

58. PROVIDE A DETAILED PROJECT NARRATIVE (This is your opportunity to provide a clear, detailed description of your project as a whole, including information about what is being constructed, renovated and/or acquired, how will the work be completed, as well as anticipated time frame of project from start to finish.)

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QUESTIONS 59-60: PROJECT NEED [UP TO 5 POINTS]

59. PLEASE DESCRIBE BOTH THE SHORT- AND LONG-TERM OUTDOOR RECREATION BENEFITS OF THIS PROJECT (Include how the project is beneficial and who it benefits.)

60. PLEASE INDICATE THE SERVICE AREA THIS PROJECT WILL ENCOMPASS. (Select one.)

❑ A SINGLE NEIGHBORHOOD ❑ AN ENTIRE COMMUNITY OR MUNICIPALITY ❑ MULTIPLE NEIGHBORHOODS ❑ MULTIPLE COMMUNITIES OR A REGION

IF THE PROJECT WILL SERVE MULTIPLE NEIGHBORHOODS OR COMMUNITIES, PLEASE DESCRIBE HOW AND TELL WHICH COMMUNITES THE PROJECT WILL SERVE.

QUESTIONS 61-65: PROJECT PLANNING [UP TO 10 POINTS]

61. HOW DOES THIS PROJECT ADDRESS THE STATEWIDE COMPREHENSIVE OUTDOOR RECREATION PLAN (SCORP) PRIORITIES (REFERENCE GOAL AND OBJECTIVIES NUMBERS).

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62. IS THE PROJECT IDENTIFIED IN A LOCAL, SCHOOL, REGIONAL, COUNTY AND/OR PARKS COMPREHENSIVE PLAN, MASTER PLAN OR SPECIAL STUDY? IF SO, PLEASE INDICATE PLAN TITLE, YEAR IT WAS APPROVED AND A BRIEF DESCRIPTION OF THE PROJECT'S MENTION. DOCUMENTATION REQUIRED.

EXPLAIN HOW THIS PROJECT FITS AS PART OF ANY OTHER PROJECTS PLANNED FOR THE SAME SITE IN THE NEXT THREE YEARS

63. DESCRIBE THE PROCESS THAT LED TO THE DEVELOPMENT OF THIS PROPOSAL AND HOW THE PUBLIC WAS INVOLVED IN ESTABLISHING THE NEED.

❑ NO ❑ YES (If yes, describe what methodology was used and provide the documentation outlined in the Supporting Documentation Checklist.)

SUMMARIZE THE FEEDBACK RECEIVED FROM THE PUBLIC AND HOW IT WAS DETERMINED THAT CONSTITUENTS WANT AND WILL USE THE PROJECT.

64. WHAT DESIGN ELEMENTS ARE INCLUDED THAT CONTRIBUTE TO PRESERVING ENVIRONMENTAL RESOURCES AS PART OF ENSURING A QUALITY OUTDOOR RECREATION EXPERIENCE FOR FUTURE GENERATIONS?

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65. HOW WILL ACCESS REQUIRED BY THE AMERICANS WITH DISABILITIES ACT (ADA) AND ARCHITECTURAL BARRIERS ACT (ABA) BEING ADDRESSED FOR EACH ELEMENT OF THE PROJECT? DOES THE PROJECT EXCEED THE MINIMUM ADA REQUIREMENTS? IF SO, PLEASE EXPLAIN HOW.

QUESTIONS 66: PARTNERSHIPS [UP TO 2 POINTS]

66. LIST ANY CONTRIBUTING PARTNERS OR DONORS INVOLVED WITH THIS PROJECT AND THEIR INTENDED CONTRIBUTIONS. [up to 2 points]
(A letter of intent to donate from each donor must accompany the application packet; see Supporting Documentation Checklist in the application guide.)

PARTNERS/DONORS	CONTRIBUTION
A.	A.
B.	B.
C.	C.
D.	D.
E.	E.
F.	F.
G.	G.
H.	H.
I.	I.
J.	J.

QUESTIONS 67-74: PROJECT BUDGET AND BUDGET DETAILS [UP TO 23 POINTS]

67. WHAT ASSURANCES CAN THE PROJECT SPONSOR PROVIDE THAT THERE IS ADEQUATE FUNDING AND MANPOWER TO COMPLETE THE PROJECT WITHIN TWO YEARS?

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68. HOW WAS THE ESTIMATE OF THE PROJECT'S COSTS DERIVED?

69. WHAT ASSURANCES ARE THERE THAT THE ESTIMATED COSTS ARE REASONABLE?

70. DESCRIBE ANY PROJECT ELEMENTS OR COSTS, IF ANY, THAT WILL IMPROVE SITE RESILIENCY AND FACILITY LONGEVITY. IF NONE, WRITE N/A.

71. FOR EACH COST CATEGORY, FILL OUT THE BELOW BUDGET TABLE WITH THE GRANT AMOUNT REQUESTED AND THE MATCHING AMOUNT PROVIDED BY THE PROJECT SPONSOR AND/OR DONOR. (Use whole dollar amounts only; the minimum grant request is $25,000 and the maximum grant request is $500,000; the minimum match percentage is 50%.)

COST CATEGORY	GRANT REQUEST	MATCHING FUNDS		TOTAL PROJECT COST
		PROJECT SPONSOR	DONATION (by 3rd party)	
1. Planning/Engineering/Environmental Review (≤ 10% of total project cost)	$	$	$	$ 0
2. Land/Easement Acquisition	$	$	$	$ 0
3. Site Work	$	$	$	$ 0
4. Demolition and Removal	$	$	$	$ 0
5. Construction	$	$	$	$ 0
6. Equipment Use	$	$	$	$ 0
TOTALS	$ 0 (Not to exceed $500,000)	$ 0	$ 0	$ 0
MATCHING FUNDS TOTALS		$ 0		PERCENT OF MATCHING FUNDS 0.00%

72. WHAT PERCENTAGE OF THE SPONSOR'S MATCH IS SECURED (I.e., Cash-in-hand through donations already received, or funds deposited in an account; in-kind contributions such as force account labor and/or in-house equipment usage; etc.)? AT LEAST 75% MUST ALREADY BE SECURED TO APPLY. PLEASE INDICATE IF THERE ARE FUNDS YET TO BE RAISED AND HOW MUCH, AND DESCRIBE THE PLAN FOR FUNDRAISING. EXPLAIN ANY ALTERNATE PLANS FOR PROVIDING THE REQUIRED MATCH IF FUNDRAISING EFFORTS ARE UNSUCCESSFUL.

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73. ARE ANY ELIGIBLE PRE-AWARD COSTS INCLUDED AS PART OF THE GRANT REQUEST? ❑ NO ❑ YES

If yes, indicate the date from when those costs started being incurred, the funding category/categories, the total amount of pre-award costs anticipated to be incurred before the grant start date, and whether they are included for match purposes or for reimbursement. (Note: these should also be presented in the budget narrative in question 82.)

74. BUDGET NARRATIVE: PROVIDE A DETAILED ITEMIZATION OF EACH COST CATEGORY FROM THE BUDGET TABLE.

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QUESTION 75-82: ENVIRONMENTAL RESOURCES SURVEY [UP TO 10 POINTS]

THE TABLES BELOW SERVES AS A RECORD OF THE ENVIRONMENTAL RESOURCES PRESENT AT THE SITE, WHETHER THE PROPOSED ACTION IS LIKELY TO HAVE A SIGNIFICANTLY NEGATIVE IMPACT ON THOSE RESOURCES, AND WHETHER FURTHER INFORMATION IS NEEDED TO DETERMINE THE POTENTIAL IMPACT. REVIEW THE LISTED RESOURCES AND IDENTIFY ANY RESOURCES THAT MAY BE SIGNIFICANTLY IMPACTED BY THE ACTION. THE ENVIRONMENTAL RESOURCES SURVEY SHOULD BE COMPLETED WITH PROFESSIONAL INPUT FROM RESOURCE EXPERTS AND IN CONSULTATION WITH RELEVANT LOCAL, STATE, TRIBAL, AND FEDERAL GOVERNMENTS, AS APPROPRIATE.

75. TABLE 1- FOR EACH RESOURCE INDICATE IF POSITIVE IMPACTS OR NEGATIVE IMPACTS ARE ANTICIPATED TO RESULT FROM THE ACTION OR IF FURTHER INFORMATION IS NEEDED TO DETERMINE THE POTENTIAL IMPACT. WRITE THE JUSTIFICATION FOR HOW THE IMPACT WAS DETERMINED.

	HOW WILL THE PROJECT AFFECT THE FOLLOWING RESOURCES?
1.	AIR QUALITY ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
2.	CIRCULATION AND TRANSPORTATION ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
3.	CLIMATE ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
4.	CONTAMINATION OR HAZARDOUS MATERIALS EVEN IF REMEDIATED (Include Hazardous Waste Map.) ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
5.	ENDANGERED SPECIES: (list the proposed, threatened, or endangered species) INCLUDING ASSOCIATED HABITAT (Include IPaC & MO Heritage Reports.) ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
6.	GEOLOGICAL RESOURCES: SOILS, BEDROCK, SLOPES, STREAMBEDS, LANDFORMS, ETC. ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
7.	HISTORIC OR CULTURAL RESOURCES (Include Section 106 review application and letter to SHPO.) ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
8.	INVASIVE SPECIES ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT

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9.	LAND USE PLANS OR POLICIES FROM OTHER AGENCIES ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
10.	LIGHTSCAPES, ESPECIALLY NIGHT SKY ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
11.	MIGRATORY BIRDS AND/OR BALD AND GOLDEN EALGES ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
12.	RECREATION RESOURCES ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
13.	SOCIOECONOMICS: CHANGES TO TAX BASE OR COMPETITION WITH PRIVATE SECTOR ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
14.	SOUND (NOISE IMPACTS) ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
15.	UNIQUE ECOSYSTEMS, SUCH AS BIOSPHERE RESERVES, WORLD HERITAGE SITES, OLD GROWTH FORESTS, ETC. ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
16.	WATER QUALITY AND/OR QUANTITY ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
17.	WATER: COASTAL BARRIER RESOURCES OR COASTAL ZONES ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT

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18.	WATER: MARINE AND/OR ESTUARINE ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
19.	WATER: STREAM FLOW CHARACTERISTICS ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
20.	WATER: WETLANDS AND FLOODPLAIN (Include Wetland and Floodplain Map.) ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT
21.	SOIL SURVEY AND PRIME FARMLAND (Include Soil and Farmland Map.) ❑ POSITIVE IMPACT ❑ NEGATIVE IMPACT ❑ NO IMPACT ❑ NOT PRESENT ❑ UNKNOWN IMPACT

76. TABLE 2- THIS IS A LIST OF MANDATORY IMPACT CRITERIA THAT PRECLUDES THE USE OF A CATEGORICAL EXCLUSION. IF YOU ANSWER "YES" OR "?" TO ANY OF THE MANDATORY CRITERIA, YOU MUST DEVELOP AN ENVIRONMENTAL ASSESSMENT OR ENVIRONMENTAL IMPACT STATEMENT REGARDLESS OF YOUR ANSWERS TO TABLE 1.

	WILL YOUR PROPOSAL	YES	NO
1.	HAVE SIGNIFICANT NEGATIVE IMPACTS ON PUBLIC HEALTH OR SAFETY?		
2.	HAVE SIGNIFICANT NEGATIVE IMPACTS ON UNIQUE NATURAL RESOURCES OR GEOGRAPHIC CHARACTERISTICS SUCH AS HISTORIC OR CULTURAL RESOURCES; PARK, RECREATION, OR REFUGE LANDS; WILDERNESS AREAS; WILD OR SCENIC RIVERS; NATIONAL NATURAL LANDMARKS; SOLE OR PRINCIPAL DRINKING WATER AQUIFERS; PRIME FARMLANDS; WETLANDS; FLOODPLAINS; NATIONAL MONUMENTS; MIGRATORY BIRDS; AND OTHER ECOLOGICALLY SIGNIFICANT OR CRITICAL AREAS?		
3.	HAVE HIGHLY CONTROVERSIAL ENVIRONMENTAL EFFECTS OR INVOLVE UNRESOLVED CONFLICTS CONCERNING ALTERNATIVE USES OF AVAILABLE RESOURCES?		
4.	HAVE HIGHLY UNCERTAIN AND POTENTIALLY SIGNIFICANT ENVIRONMENTAL EFFECTS OR INVOLVE UNIQUE OR UNKNOWN ENVIRONMENTAL RISKS?		
5.	ESTABLISH A PRECEDENT FOR FUTURE ACTION OR REPRESENT A DECISION IN PRINCIPLE ABOUT FUTURE ACTIONS WITH POTENTIALLY SIGNIFICANT ENVIRONMENTAL EFFECTS?		
6.	HAVE A DIRECT RELATIONSHIP TO OTHER ACTIONS WITH INDIVIDUALLY INSIGNIFICANT BUT CUMULATIVELY SIGNIFICANT ENVIRONMENTAL EFFECTS?		
7.	HAVE SIGNIFICANT ADVERSE EFFECTS ON PROPERTIES LISTED OR ELIGIBLE FOR LISTING IN THE NATIONAL REGISTER OF HISTORIC PLACES AS DETERMINED BY NPS?		
8.	HAVE SIGNIFICANT NEGATIVE IMPACTS TO SPECIES LISTED, OR PROPOSED TO BE LISTED, ON THE LIST OF ENDANGERED OR THREATENED SPECIES OR HAVE SIGNIFICANT IMPACTS ON DESIGNATED CRITICAL HABITAT FOR THESE SPECIES?		
9.	VIOLATE A FEDERAL, STATE, LOCAL, OR TRIBAL LAW OR REQUIREMENT IMPOSED FOR THE PROTECTION OF THE ENVIRONMENT?		
10.	LIMIT ACCESS TO AND CEREMONIAL USE OF NATIVE AMERICAN SACRED SITES ON FEDERAL LANDS BY NATIVE AMERICAN RELIGIOUS PRACTITIONERS OR SIGNIFICANTLY ADVERSELY AFFECT THE PHYSICAL INTEGRITY OF SUCH SACRED SITES?		
11.	CONTRIBUTE TO THE INTRODUCTION, CONTINUED EXISTENCE, OR SPREAD OF NOXIOUS WEEDS OR NON-NATIVE INVASIVE SPECIES KNOWN TO OCCUR IN THE AREA OR ACTIONS THAT MAY PROMOTE THE INTRODUCTION, GROWTH, OR EXPANSION OF THE RANGE OF SUCH SPECIES?		

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77. HAVE THERE BEEN ANY PREVIOUS NEPA DOCUMENTS THAT ARE RELEVANT TO THIS PROJECT OR THIS SPECIFIC SITE?

❑ NO ❑ YES (If yes, attach and summarize findings and include page number references below.)

78. EXPLAIN ANY NEGATIVE OR UNKNOWN IMPACTS IDENTIFIED IN TABLE 1 OF THE ENVIRONMENTAL RESOURCES SURVEY, OR ANY BOXES MARKED "YES" IN TABLE 2.

79. HOW WAS THE INFORMATION IDENTIFIED IN THE TABLES DERIVED AND WHAT SOURCES OF DATA WERE USED TO JUSTIFY THE IMPACT SELECTION?

80. WHO CONTRIBUTED TO FILLING OUT THE ENVIRONMENTAL RESOURCE SURVEY (include name, title, agency) AND WHAT QUALIFICATIONS DO THEY HAVE THAT PROVIDE THE NECESSARY RESOURCE EXPERTISE TO DETERMINE IMPACT SIGNIFICANCE?

81. LIST ALL REQUIRED FEDERAL, STATE, AND LOCAL PERMITS/APPROVALS NEEDED FOR THE PROPOSAL AND EXPLAIN THEIR PURPOSE AND STATUS.

82. HAS A PHASE I CULTURAL RESOURCE SURVEY WITH SHOVEL TESTING BEEN CONDUCTED WITHIN THE PROJECT AREA?

❑ NO - DESCRIBE ANY CONSTRUCTION PLANNED AS A RESULT OF THIS PROJECT (including surface area depth).

❑ YES - ATTACH SURVEY AND SUMMARIZE FINDINGS AND INCLUDE PAGE NUMBER REFERENCES BELOW.

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SUPPORTING DOCUMENTATION CHECKLIST

USE THE BELOW CHECKLIST TO ENSURE THE PROJECT APPLICATION IS COMPLETE (for information specific to each item, refer to the LWCF Application Guide).

❑ LWCF BOUNDARY MAP	❑ LETTER OF INTENT TO LEASE/SELL/DONATE REAL PROPERTY
❑ RESOLUTION FROM GOVERNING BODY	❑ SCHOOL/COMMUNITY AGREEMENT (If applicable)
❑ FINANCIAL ASSURANCE LETTER	❑ DOCUMENTATION OF UNDERSERVED POPULATIONS
❑ SIGNED LETTERS OF COMMITMENT OR INTENT TO DONATE	❑ PROOF OF PUBLIC INVOLVEMENT
❑ PROOF OF LAND OWNERSHIP OR LEASEHOLDER/EASEMENT RIGHTS AND LEGAL DESCRIPTION	❑ COPY OF RELEVANT PORTION OF COMPREHENSIVE OR MASTER PLAN
❑ E-VERIFY (both state and federal)	❑ SHPO CORRESPONDENCE AND CULTURAL RESOURCE SURVEYS
❑ IPAC AND MISSOURI HERITAGE REPORTS AND CORRESPONDENCE FROM USFWS AND MDC.	❑ FLOODPLAIN MAP (REQUIRED) & PROOF OF FLOOD INSURANCE (if applicable)
❑ PHOTOGRAPHS OF THE PROJECT AREA	❑ APPRAISALS, REVIEW APPRAISALS, AND/OR WAIVER VALUATION (if applicable)
❑ ENVIRONMENTAL REVIEW MAPS AND REPORTS (Wetland, Hazardous Waste, etc.)	❑ TITLE SEARCH (Include copy of all easements, or encumbrances.)

CERTIFICATION OF RESPONSIBLE PERSON

A RESPONSIBLE OFFICIAL FROM THE SPONSORING AGENCY MUST SIGN AND DATE THE APPLICATION. APPLICATIONS WITHOUT SIGNATURE WILL NOT BE SCORED.

"I hereby certify that the information contained in this application packet is true and correct to the best of my knowledge. I understand that the application will be rated solely on the information provided on the application and in the enclosed supporting documentation. The submission of incorrect information and the lack of required documentation can result in this application being withdrawn from consideration for funding."

SIGNATURE	TITLE

PRINTED NAME	DATE

MAIL COMPLETED APPLICATION

Submit two (2) copies of the application and supporting documentation to the Grants Management Section (address below):

Missouri Department of Natural Resources
Division of State Parks
Grants Management Section
Attn: LWCF Planner
PO Box 176
1659 E. Elm St.
Jefferson City, MO 65102-0176

Application packets must be postmarked on or before Nov. 14,2025. For questions about an application packet or the process, call (573) 751-8661 or (573) 751-0848 or email mspgrants@dnr.mo.gov.

Have you ever served on active duty in the Armed Forces of the United States and separated from such service under conditions other than dishonorable? ❑ YES ❑ NO *Would you like to receive information and assistance regarding the agency's veteran services?* ❑ YES ❑ NO	*May we share your contact information with the Missouri Veterans Commission in order to provide you with information regarding available veterans benefits and services?* ❑ YES ❑ NO *For information visit* http://mostateparks.com/CitizensMilitaryService, *or send an email to moparks@dnr.mo.gov or call 800-344-6946.*

APPENDIX B. LWCF GRANT APPLICATION GUIDE

2026 Land & Water Conservation Fund Grant Application Guide

Grants Management Section
PO Box 176
1659 E. Elm St
Jefferson City, MO 65102 0176
573 751 8661

mspgrants@dnr.mo.gov

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

SECTION I. LAND & WATER CONSERVATION FUND OVERVIEW

A) What is the Land & Water Conservation Fund (LWCF)?

The Land & Water Conservation Fund (LWCF) was established by the LWCF Act in 1965. The fund provides matching grants to States and local governments for the acquisition and development of public outdoor recreation areas and facilities. The program is intended to create and maintain a nationwide legacy of high-quality recreation areas and facilities and to stimulate non- federal investments in the protection and maintenance of recreation resources across the United States.

The Department of Interior's National Park Service (NPS) oversees the LWCF Program and has delegated administration of the program to each state. In Missouri, the Department of Natural Resources (MoDNR) administers the program. Direct oversight of the program is performed by the Division of State Park's (DSP) Grants Management Section (GMS). Projects that are recommended for funding by GMS are those that demonstrate an ability to meet the needs outlined in the most recent Statewide Comprehensive Outdoor Recreation Plan (SCORP) dated 2018-2022, which is available at https://mostateparks.com/page/61215/land-and-water-conservation-fund-lwcf-grants. The SCORP serves as a framework for the planning, development, management and protection of Missouri's outdoor recreation resources.

B) How much money is available in the LWCF?

The LWCF program is funded through revenue from offshore oil and gas drilling. LWCF monies are apportioned to the states by the Secretary of the Department of Interior each fiscal year in accordance with the apportionment formula contained in the LWCF Act. This formula includes a factor for equal distribution of a portion of the fund among the states, as well as factors for distribution based on population and need. Missouri's available apportionment is typically between $4.1 million and $5.4 million each year. The maximum federal amount that can be requested and awarded per project is **$500,000** and the minimum is **$25,000**.

C) Who can sponsor a LWCF project?

LWCF grants are available to political subdivisions of the state and other appropriate public agencies, such as counties, municipal governments, local park and recreation departments, and public school districts. Non-for-profits and For-Profit entities are not eligible to apply for a LWCF grant. All eligible project sponsors, including those that have other than public outdoor recreation purposes, must be able to commit their resources to the perpetual stewardship of the LWCF-assisted public outdoor recreation area pursuant to the LWCF Act (see paragraph J below).

D) How does project funding work?

The LWCF is a 50-50 matching grant program, which means the project sponsor must share at least 50% of the project cost. The sponsor's match can include in-kind contributions and donations. Additionally, LWCF grants are reimbursement grants, which means costs are incurred and paid by the project sponsor, and the portion of the grant that is not matching funds will be reimbursed if properly documented in accordance with grant terms and conditions.

E) What projects are eligible for LWCF funding?

All LWCF-assisted projects must be maintained in a state of outdoor recreation and open to the public in perpetuity. No grant funding will be awarded to projects which, in whole or in part, will not be open to the public. Eligible LWCF projects include the following broad categories.

- Acquisition of land for outdoor recreation. These include the acquisition of land and waters or partial rights to them. Proposed acquisitions of interests in lands and waters of less than fee simple title, including leasehold interests, are not eligible unless such lesser rights (e.g., permanent recreation use easements or similar devices) will ensure the desired perpetual public access and use pursuant to the LWCF Act. The appropriate parties will ensure the required perpetual public access in writing.
- Development/construction of new outdoor recreational amenities and support facilities needed by the public for recreational use of an area.
- A combination of both acquisition of land and development/construction of new outdoor facilities.
- Rehabilitation, restoration, and/or repair of existing recreational amenities and support facilities. Rehabilitation means extensive repair needed to bring a facility up to standards of quality and attractiveness suitable for public use, but does not mean routine maintenance.

Below is a list of eligible project types. For a list of eligible project costs, see pages 34-36.

- Sports and playfields, courts and other outdoor spaces used in competitive and individual sports. This includes fields for baseball, softball, soccer and football, tennis and pickleball courts, playgrounds and tot lots, rifle/pistol ranges, trap/skeet fields, archery ranges, rodeo arenas, inline hockey rinks, skate parks, running tracks, and other similar facilities.
- Picnic facilities, such as picnic tables, fireplaces, shelters, and other facilities related to family or group picnic sites.
- Trails for the development of land and water-based trails such as nature walks, hiking, bicycling, horseback riding, paddling, and exercising. Projects can include support facilities such as trailheads, overlooks, and turnouts.
- Swimming facilities, including swimming beaches, outdoor pools, wave-making pools, wading pools, spray pools, lifeguard towers, bathhouses and other similar facilities.
- Boating facilities. LWCF assistance maybe available for most facilities related to motor boating, sailing, canoeing, kayaking, sculling and other boating activities, provided that any proposal to create or expand a marina must be accompanied by an explanation of how the project will benefit underserved populations. These facilities include, but are not limited to, docks, berths, floating berths secured by buoys or similar services, launching ramps, breakwaters, mechanical launching devices, boat lifts, boat storage, sewage pump-out facilities, fuel depots, water and sewer hookups, restrooms, showers, electricity and parking areas. Public marinas are also eligible for assistance and are subject to the following provisions regardless of when LWCF assistance was provided:
    - An equitable method of allocating berth space must be used in all marinas such as annual or multi-year lotteries, posted waiting lists where berth space is filled in the order of receipt of applications and another method selected by the applicant that responds to local conditions and equitably allocated space among all parties. In each instance, adequate public notice shall be provided announcing the availability of berth space and describing application procedures. The project sponsor shall determine the most equitable method under which leaseholders may compete for future berth space vacancies. For new marinas the project narrative shall describe the allocation system to be used. Berth lease terms are not transferable to any other party. Berth space for transient boaters must be provided.
    - Commercial charter fishing or sightseeing boats are permissible marina leaseholders due to their potential for expanding public waterfront access. However, these users should not occupy a significant number of marina berths, so project sponsors should establish reasonable limits on the number of berth spaces provided for such users.
    - Marinas located in urban areas must include specific design provisions for non-boater public access, such as walkways, observation points, fishing piers and/or related facilities. Limited access to the actual marina berths may be retained.
- Fishing/hunting facilities, such as fishing piers, access trails and access points, tree stands, blinds, initial clearing and planting of food and cover, stream improvements, fish hatcheries and other habitat improvements. Fish hatcheries and game/refuges/sanctuaries are eligible only if they will be open to the public for general compatible outdoor recreation.
- Public Target Range Facilities, such as archery, rifle, handgun, skeet, and trap facilities. Target Range Facilities that are eligible for funding under both the LWCF and Pittman-Robertson Act, LWCF funding will not be provided unless the State Liaison Officer has undertaken an effort to coordinate all requests with the State official designated to administer Pittman-Robertson projects.
- Winter sports facilities, such as ski trails; jumps; lifts; slopes; and permanent snowmaking equipment used in downhill skiing, cross country skiing, tobogganing, sledding, snowmobiling, and other winter sports, provided that any proposal to create or expand a winter sport facility must be accompanied by an explanation of how the project will benefit underserved populations. Outdoor ice-skating and ice hockey rinks are also eligible.
- Camping facilities, including picnic tables, fireplaces, restrooms, information stations, snack bars, utility outlets and other facilities needed for camping by tent, trailer or camper. Cabins or group camps of simple basic design and accessible to the general public in an equitable manner are eligible.
- Exhibit facilities, such as outdoor exhibit or interpretive facilities that provide opportunities for the observation or interpretation of natural resources located on the recreation site or in its immediate surrounding areas. This includes small demonstration farms, arboretums, outdoor aquariums, outdoor nature exhibits, nature interpretive centers and other similar facilities.
- Spectator facilities, including amphitheaters, bandstands and modest seating areas related to playfields and other eligible facilities provided the facility is not designed primarily for professional or semiprofessional arts or athletics, or intercollegiate or interscholastic sports. Seating provisions to accommodate persons with disabilities must be provided.
- Community gardens, which includes land preparation, perimeter fencing, storage bins and sheds, irrigation systems, benches, walkways, parking areas and restrooms. In such a project, community gardening must be clearly identified in the SCORP as a needed outdoor recreation activity and must be accessible to the general public in an equitable manner.
- Outdoor display facilities at zoological parks provided they portray a natural environmental setting serving the animal's physical, social, psychological and environmental needs, and is compatible with the activities of the recreationist. Basic winter/adverse weather housing quarters that are separate and distinct from enclosed viewing display areas, and used in direct support of outdoor displays may also receive assistance. Support facilities to serve the needs of the

recreationist, such as walkways, landscaping, comfort facilities, parking, etc., are also eligible.

- The beautification of an outdoor recreation area, provided it is not part of a regular maintenance program and the site's condition is not due to inadequate maintenance. Beautification includes landscaping to provide a more attractive environment; the clearing or restoration of areas that have been damaged by natural disasters; the screening, removal, relocation or burial of overhead power lines; and the dredging and restoration of publicly owned recreation lakes or boat basins and measures necessary to mitigate negative environmental impacts.
- Support facilities needed by the public for outdoor recreation use of an area, such as roads, parking areas, utilities, sanitation systems, restroom buildings, simple cabins or trail hostels, warming huts, shelters, visitor information centers, kiosks, interpretive centers, bathhouses, permanent spectator seating, walkways, wayfinding/directional signage, pavilions, snack bar stands, and equipment rental spaces. When appropriate, support facilities may be sheltered from the elements by providing a simple roof or cover. Development projects in new or previously undeveloped recreation areas may not consist solely of support facilities, unless they are required for proper and safe use of an existing viable outdoor recreation area that does not require additional outdoor recreation facilities (such as construction of restrooms at a public nature study area), or unless necessary outdoor recreation facilities are being developed concurrently with the LWCF-assisted support facilities, or unlessnecessary outdoor recreation facilities will be developed within a reasonable period of time. In the latter two cases, the Financial Assistance Agreement will include a provision that the assisted outdoor recreation facilities must be completed within a certain time frame agreeable to the NPS, and if they are not, the grant funds for the support facilities will be refunded.
- Facilities that support the operation and maintenance of the recreation resource on which they are located, such as maintenance buildings, storage areas, administrative offices, dams with the primary purpose to increase swimming, fishing and boating, dam removal if used to enhance recreation, erosion control works, fences, and fire suppression. Support facilities (i.e., roads and sewers) that serve both eligible and ineligible facilities (such as indoor facilities), are eligible for assistance on a pro rata basis for that portion of the support facility that will serve the eligible facilities.
- Roads constructed outside the boundaries of the recreation area or park, only if they are access roads to a designated park and recreation area and not part of a state, county or local road system extending beyond or through the boundaries of the area. The access corridor must be owned or adequately controlled by the agency sponsoring or administering the park or recreation area to be included within the project's LWCF boundary and subject to perpetual stewardship for an outdoor recreation purpose. The principal objective must be to serve the park and visitors. Any use or service to private parties must clearly be incidental to the primary use of the access road for recreation purposes.
- Equipment required to make a recreation facility initially operational, and certain supplies and materials specifically required under State Health Department regulations, such as warning barrier, fence and signage.
- Energy conservation elements by install energy efficiency improvements or alternative energy sources to support an outdoor recreation area. This includes but is not limited to solar energy systems, earth berms, window shading devices, energy lock doors, sodium vapor lights, insulation, windmills, on-site waterpower systems, bioconversion systems, and other energy efficient design methods and materials. Converting an existing power system to a more efficient system is also allowable.
- Outdoor recreation and support facilities that are located on historic sites or in conjunction with historic structures. This includes picnic areas, walkways and trails on a historic property as well as visitor centers oriented to the outdoor facilities and environment.
- Public outdoor recreation areas and facilities that are located on public school grounds, including colleges and universities, but are for the coordinated use by the general public and by the schools, and are not part of the normal and usual program and responsibility of the educational institution.
- Public outdoor recreation and support facilities that are located in primary or potential tourist market areas, provided their primary purpose is for public outdoor recreation as opposed to entertainment or economic development, and provided they do not create unfair competition with the private sector.
- Multi-purpose projects that involve uses other than outdoor recreation, as long as the LWCF boundary area can incorporate a viable public outdoor recreation area that includes the grant-assisted project and the outdoor resource it complements. A careful and complete justification and explanation must be provided for a proposal of this nature. The proposal must fully disclose the nature and extent of other uses and the relationship of the proposed outdoor recreation project to the total area and development. Two general types of multiple-purpose projects are eligible for assistance:
    - Projects in which a specifically designated portion of the multiple-purpose area or facility will be used primarily for outdoor recreation and/or outdoor recreation support, such as picnicking facilities adjacent to a new public reservoir. Grant assistance is limited to the designated outdoor recreation area and/or facility and support facility.
    - Projects that will provide identifiable outdoor recreation benefits as a whole, as opposed to specific segments of it. For example, a water impoundment constructed primarily for flood control might also have important recreation benefits. In such a case, at the discretion of NPS, assistance might be made available only for the portion of the cost, on a pro rata basis, of the facility that is clearly attributable to outdoor recreation above and beyond the facility's cost for its non-recreation function. LWCF protection will be applied to the entire viable outdoor recreation area.

F) What projects are NOT eligible for LWCF funding?

Below is a list of ineligible project types. For a list of ineligible project costs, see page 36.

- Property condemnation (eminent domain).
- Renovations is not eligible if the facility's deterioration is due to inadequate maintenance during the reasonable life of the facility.
- Group camps designated for specific groups or for which specific groups will be given priority access.
- Golf Courses
- Lodges, motels and luxury cabins.
- Boating equipment such as buoys, ropes, life jackets, or boats.
- Motorized trails on lands designated as federal wilderness or state wild areas.
- Exhibit areas that function primarily for academic, historic, economic, entertainment or other non-recreational purposes. This restriction includes convention facilities, livestock and produce exhibits, commemorative exhibits, fairgrounds, archeological research sites and other non-recreational facilities. The development of nature and geological interpretive facilities that go beyond interpreting the project site and its immediate surrounding area are also not eligible for assistance.
- Special event seating, if the purpose is solely to increase seating capacity for a limited number of special events.
- Fertilizer, seeds, tools, or water hoses for community gardens, nor gardens planned as commercial enterprises.
- Areas and facilities designed primarily for semi-professional or professional arts or athletics, such as professional type outdoor theaters, professional rodeo arenas and other similar facilities.
- Mobile recreation units including play mobiles, skate mobiles, swim mobiles, show wagons, puppet wagons and portable bleachers.
- Informational materials, brochures and leaflets.
- Traditional outdoor caging facilities and animal pens at zoological parks are not eligible although LWCF assistance can contribute to the renovation of such facilities to achieve a more natural environmental setting. Other enclosed or sheltered facilities at zoological parks, such as indoor displays, veterinary facilities, and permanent housing, are not eligible for assistance.
- Dam restoration or preservation that have demonstrated negative impact on fish passage or stream ecology.
- Roads outside the LWCF boundary or designed to serve undesignated recreation areas or federal areas.
- Stadiums and stadium-like seating.
- On-site employee residences, including furnishings.
- The restoration or preservation of historic structures.
- Public recreation facilities that are indoor facilities.
- Support facilities or portions thereof that contribute primarily to public indoor activities such as meeting rooms; auditoriums; libraries; study areas; restaurants; lodges; motels; luxury cabins; furnishings; food preparation equipment; kitchens; and equipment sales areas.

Acquisition projects that will not be funded by LWCF include the following:

- Acquisition of historic sites and structures, except when it is demonstrated that the acquisition is primarily for outdoor recreation purposes and the historic aspects are secondary to the primary recreation purposes.
- Acquisition of museums and sites to be used for museums or primarily for archaeological excavations.
- Acquisition of land to help meet a public school's minimum site size requirement as established by state or local regulations.
- Acquisition of areas and facilities to be used primarily for semi-professional and professional arts and athletics.
- Acquisition of areas and facilities to be used solely for preservation or production of wildlife, other wildlife areas that exclude the public, or fish hatcheries. However, such areas and facilities may be eligible for LWCF assistance if they will be open to the public for compatible recreation.
- Acquisition of areas to be used mainly for the construction of indoor facilities. Also prohibited are areas where existing indoor recreation facilities, if left in place, will not leave sufficient space for the development of outdoor recreation facilities.
- Acquisition of railroad trestles, stations, yards, etc., if such are to be used for the commercial operation of railroad trains.
- Acquisition of sites containing luxury lodges, hotels, motels, restaurants and similar elaborate facilities that are to be operated by the project sponsor or a concessionaire to provide food and sleeping quarters.
- Acquisition of agricultural land primarily for the preservation of agricultural purposes.
- Acquisition of federal surplus property, unless legislatively authorized in a specific situation.

G) How does a sponsor obtain LWCF funding for a project?

To apply for a LWCF grant, local governments and public school districts must fill out a LWCF Project Application requesting funding. Download an application and Open Project Selection Process at https://mostateparks.com/page/61215/land-and-water-conservation-fund-lwcf-grants. Project proposals must be approved at both the state and federal levels. Project sponsors will be required to complete and return two copies of the LWCF Project Application, postmarked by November 14,2025 to the address below:

Missouri Department of Natural Resources
Division of State Parks
Grants Management Section
Attn: LWCF Planner
PO Box 176
Jefferson City, MO 65102-0176

For those seeking to mail packets where a physical address is required, please use: 1659 E. Elm Street, Jefferson City, Missouri 65101. Application packets that are not signed by an authorized official, do not meet the 50/50 matching share, handwritten, and are not postmarked by November 14, 2025 will not be considered eligible for scoring. For questions about an application packet or the process, call (573) 751-8661 or email mspgrants@dnr.mo.gov.

Sponsors are strongly encouraged to attend the LWCF application webinars scheduled in September. The webinar dates are listed at https://mostateparks.com/page/63306/grant-workshops . These webinars are hosted by GMS staff to assist project sponsors with the application process. GMS staff reviews the submitted applications for accuracy and completeness and may ask project sponsors to provide additional information.

Project applications are evaluated on a competitive scoring basis, with most of the application questions having a designated point value. GMS staff and an internal advisory committee composed of park and recreation professionals will evaluate the applications and assign scores to the individual responses, which are then tallied, and a cumulative score given to each application. The overall application score determines the project's ranking against other proposed projects. The advisory committee then makes funding recommendations to GMS staff. GMS staff will then submit a list of the recommended projects to the DSP Director, who is also the LWCF State Liaison Officer (SLO). After the DSP Director reviews and approves the projects, GMS staff will conduct a risk assessment, and pre-award site inspections of recommended projects to ensure eligibility and ability to satisfy administrative requirements. Applications that satisfy both the risk assessment and pre-award inspection criteria will then be submitted to the NPS for federal review and approval. Projects sponsors cannot begin construction activities of the scope of work until approval is obtained by the NPS. The number of ranked projects that will be recommended for funding is determined by the state's LWCF apportionment for the current fiscal year. All applicants will be notified of the results of the application review process in early summer, and sponsors of approved projects will receive a notice of award and the Financial Assistance Agreement. The entire process generally takes at least eighteen to twenty-four months, from the initial call for project applications to notice of award.

H) What are the requirements for ownership and control of the park where the project is taking place?

As part of the application process, all project sponsors must demonstrate adequate ownership and control of the project area that will be designated as the LWCF park and provide copies of all deeds, right-of-way, easements, reversionary interests, liens, or other encumbrances associated with the area included in the LWCF boundary at the time of application. This is to ensure that the project sponsor possesses sufficient title and adequate legal control of the property in order to provide reasonable assurances that a conversion pursuant to the LWCF Act (54 U.S.C. § 200305(f)(3)) will not occur without its knowledge, state review, and NPS decision. If the LWCF Boundary includes property that was acquired within the last five years, project sponsors must also demonstrate that the acquisition took place in conformance with the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970, as amended, known as the Uniform Act.

Facilities may be developed on land and water owned in fee simple by the participating agency or where ownership of less-than-fee interests such as easements provides permanent control of the property commensurate with the proposed development. All less-than-fee interests must be described in the grant application and indicated on the LWCF boundary area map. No approval will be given for the development of facilities on leased land except for property either:

a. Leased from the Federal Government for a term not less than 25 years at the time the grant is awarded that is not revocable at will; or

b. Leased from one public agency to another for 25 years or more, provided that safeguards are included to adequately ensure the perpetual use requirement contained in the LWCF Act. Such safeguards will include joint sponsorship of the proposed project and a written agreement stipulating the lessor land-owning agency will assume compliance responsibility for the LWCF boundary area in the event of default by the lessee or expiration of the lease, and these assurances are explicitly reflected in the Financial Assistance Agreement. See Chapter 3.A.8 on project sponsor ownership and control of property.

For projects that include real property acquisition as a part of the grant application, project sponsors are expected to demonstrate compliance with the Uniform Act as part of the project, some of which must be submitted as part of the grant application. Before the initiation of negotiations with the property owner, a certified general appraiser licensed in Missouri must perform an appraisal of the property in conformance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and Title 49 CFR part 24 (the Uniform Relocation Act). Next, a technical review of the appraisal must be performed by a qualified review appraiser pursuant to the UASFLA Section C, "Standards for the Review of Appraisals." The cost of all appraisals, review appraisals, waiver valuations and incidental real estate expenses (such as title searches and filing fees) are not eligible costs for either reimbursement or match in the LWCF program and must be born solely by the project sponsor.

I) What is the Environmental Resources Survey?

The NPS requires sponsors to complete an Environmental Resources Survey (pages 12-15 of the LWCF Grant Application form). The intent of the form is to provide descriptive and environmental information about the proposed project for NPS review and decision. The completed Environmental Resources Survey becomes part of the "federal administrative record" in accordance with the National Environmental Policy Act (NEPA) and its implementing regulations. These regulations were enacted to protect the nation's cultural, environmental and natural resources, so all federal grant recipients must demonstrate compliance with the regulations by conducting an environmental review. As part of the review, project sponsors are required to complete the Environmental Resources Survey and provide concurrence documentation from various state and federal agencies in order for GMS and the NPS to determine if a project is classified as a Categorical Exclusion(CE) under NEPA. Projects considered CEs do not involve significant impact to the environment or any natural, cultural, recreational, or historic resources. The environmental review process should be done early because some agencies have a **30-day review process** and you will need their response letter to complete the application. Resource experts should complete this section of the application form.

J) What happens after a project sponsor receives notice of award from MoDNR?

Following NPS approval, a notice of award is sent to the project sponsor along with a Financial Assistance Agreement between MoDNR and the sponsor that must be signed. **Sponsors cannot begin any grant-funded construction activities or property acquisition before signing the Financial Assistance Agreement**. Any costs incurred prior to signing the agreement will not be reimbursed; however, some costs incurred prior to signing may be eligible pre-award costs (see page 34-35). Sponsors are **required** to attend a **mandatory** grant administration workshop or webinar, where they will receive a copy of the FY2026 LWCF Project Administration Guide and a copy of the Sub-Recipient Informational Form. The Sub-Recipient Informational Form is required in response to the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is https://www.usaspending.gov/.

During the workshops/webinars, GMS staff will explain the process for completing the Sub-Recipient Informational Form and the requirements for administering the LWCF grant funding. Additionally, GMS staff will help project sponsors understand the Build America, Buy America provision of the federal award. Development or renovations must begin within one year of signing the Financial Assistance Agreement. Sponsors have **two years** from date the Financial Assistance Agreement is signed to complete their LWCF project.

K) What are the long-term stewardship requirements of projects funded through LWCF?

The benefits of LWCF extend beyond park and recreation facility construction and open space acquisition. The fund also plays a major stewardship role, ensuring the integrity and recreational quality of fund-assisted parks and conservation lands, now and for future generations. **Simply put, when a LWCF grant is accepted, the park must remain dedicated to public outdoor recreation use in perpetuity (forever).** LWCF's most important tool for ensuring perpetual stewardship is its "conversion protection" requirement. This protection requirement is outlined in the LWCF Act and strongly discourages casual discards and conversions of LWCF-funded park and recreation facilities to other uses. The LWCF Act specifically states, "No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if the Secretary finds it to be in

accordance with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location." If a LWCF-assisted park or project is "converted" from its original intent and made no longer available to the public for outdoor recreation, then an equivalent replacement must be provided by the sponsoring agency. This "anti-conversion" requirement applies to all parks and other sites that have been funded by LWCF grants of any type, whether for acquisition of parkland, development, or rehabilitation of facilities. The regulations related to project boundary include public accessibility and self-sufficiency requirements, so even a relatively small LWCF grant (e.g., for development of a picnic shelter) in a park of hundreds or even thousands of acres can result in conversion protection to the entire park site.

SECTION II. TIPS FOR PROJECT SPONSORS

A) In order to develop a sound project proposal, project sponsors should consider the following:

a. Determine outdoor recreation needs in your area.
- Are there unmet recreation needs within your community or area? Will this project meet a need?
- How will this project benefit the community, area or region?
- Is this project part of the Statewide Comprehensive Outdoor Recreation Plan (SCORP) or other local, regional or park master plans?

b. Determine project viability.
- Can this project realistically be completed within the required two-year timeframe, or should the project be developed in phases? Project sponsors can submit funding requests for multiphase projects.
- As the project sponsor, does your agency have the funding resources and commitment to complete the proposed project and maintain it long term?
- Are there other organizations or individuals who might assist with funding, donations and/or in-kind contributions?

c. Determine public support for the project.
- Have you provided opportunity for stakeholders to comment on the project?
- Have you considered various users' needs in determining what type of project to implement?
- How have you addressed concerns or issues raised by stakeholders regarding the project?

d. For new construction, identify design considerations.
- What are the intended uses?
- Will the project incorporate accessible features and elements or avoid barriers that would make it difficult to use forpeople with disabilities?
- What is the projected user capacity and will the supporting infrastructure, such as parking, restroom facilities, etc., be able to accommodate the projected use?
- Is the project sustainable? For instance, what will be the long-term maintenance needs of the chosen project design?

B) Develop a project budget that accurately reflects the project costs, including costs associated with the environmental review. There may be aspects of your project that will result in unforeseen costs. It is important that you develop a budget estimate that is as accurate as possible but also allows some flexibility to cover those unforeseen costs. Remember that this grant round mostly likely will not be awarded until September 2027. For instance, you may consider hiring a design or engineering consultant to assist you with developing the project design. Up to 10% of your total project cost may be used for planning, engineering and environmental review costs. Additionally, the project sponsor may use costs in these categories that are incurred up to 18 months prior to project approval and notice to proceed. All pre-award costs need to be called out in the budget narrative.

C) Projects are selected on the merit of their applications, so it is important for project sponsors to provide well-written and complete application packets. Project sponsors should:
- Attend the grant application workshops scheduled by GMS staff. These workshops will help project sponsors understand the application requirements. For a schedule of workshops, visit https://mostateparks.com/page/63306/grant-workshops.
- Answer each question thoroughly but concisely within the space allowed on the application.
- Have an independent reviewer read through the application and supporting materials to ensure the information is easily understood. It may be beneficial to have someone unfamiliar with the project review the application packet; their comments will be more objective.
- Double check the application packet to ensure it is complete and accurate; incomplete packets will not be scored and those with errors may receive lower scores.
- Use the Supporting Documentation Checklist on pages 10-12 to ensure all supporting documentations are included in the packet.
- Attempt to submit the complete application packet prior to the deadline date. This will allow GMS staff opportunity to contact you if information is missing from the packet or is inaccurate, and will subsequently allow you time to rectify omissions or inaccuracies.

SECTION III. SUPPORTING DOCUMENTATION CHECKLIST

The following items are required documents to support your application and must be included in your application packet. Project sponsors are encouraged to begin compiling this documentation as early as possible in the application process since several of the documents may take some time to secure. **An incomplete application will not be scored.** Please submit **two (2) copies** of each item, with the exception of the land deeds, leases, legal description, and cultural resource surveys (see below). Use this checklist to ensure that you've included all required documentation in your application packet, and in the order listed below.

- ❑ **LWCF Boundary Map** clearing defining the LWCF boundary of the park where the project will be occurring, including acreage and project location (if the entire park or site will not be included under LWCF protection, explain why on Question 14 of the application). Refer to Section IV of this guide for instructions on developing a map.
- ❑ **Resolution** from the relevant governing body showing support of the project and ensuring commitment of the project sponsor to maintain public access to the project in perpetuity. Relevant governing bodies include City Councils, Board of Alterman, School Boards and Park Boards. See template on page 13.
- ❑ **Financial Assurance Letter** from the project sponsor's chief financial officer stating that your agency has the financial capability of completing the proposed project and maintaining it in perpetuity. See template on page 18.
- ❑ **Signed Letters of Commitment or Intent to Donate** from organizations or individuals who are collaborating on the project, providing work on the project, or donating time, materials or funding.
- ❑ **Proof of Land Ownership or Leaseholder/Easement Rights and Legal Description** if the project sponsor currently owns or leases the land for the project, or has a permanent easement. Only one copy of the land deed(s), lease or easement agreement is required. No approval will be given for the development of facilities on leased land unless the leased land is leased from the Federal Government with no less than 25 years remaining on the lease and is not revocable at will; or, leased from one public agency to another for 25 years or more, provided that safeguards are included to adequately ensure that the perpetual use requirement contained in the LWCF Act is met. Such safeguards may include joint sponsorship of the proposed project or other agreement whereby the lessor (land-owning agency) would provide assurances that it would assume compliance responsibility for the LWCF area in the event of default by the lessee or expiration of the lease,and these assurances are explicitly reflected in the Financial Assistance Agreement. A copy of the legal description of the LWCF Boundary is also required. **Submit one copy only.**
- ❑ **Letter of Intent to Lease/Sell/Donate** for land acquisition that is part of the project. The letter must be from the landowner to the project sponsor, and must indicate whether the landowner will be selling, donating or leasing the property, or providing an easement. The letter may stipulate that the transfer of land ownership is contingent upon project funding. **All acquisition of real property with LWCF funds or as part of a LWCF project, whether through purchase, donation, easement or lease, must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs Act of 1970, as amended (Uniform Act). Before initiating negotiation with the landowner, a yellow book appraisal and review appraisal must be completed. The cost of all appraisals, review appraisal, waiver valuation and incidental real estate expenses are not eligible costs for either reimbursement or match in the LWCF program and must be paid solely by the project sponsor. This act has additional compliance requirements, so it's important to contact GMS staff prior to beginning the acquisition process.**
- ❑ **Appraisals, Appraisal Reviews, and/or Waiver Valuations (if applicable),** for projects that include real property acquisition where the cost of that acquisition will be included in the project budget, include copies of all appraisals, review appraisals, and/or waiver valuations as appropriate that comply with the Uniform Act.
- ❑ **School/Community Agreement** for projects on public school property. An agreement between the school and the community must be included in the application packet that demonstrates a commitment to allowing general public use of the project when not being used by the school. An authorized representative from the community (such as a mayor, park director, or other authorized representative) or the school (such as the superintendent, or President of the School Board) must be included as a signatory on the agreement. Include the hours the school park will be available to public and the hours the public will be restricted from use. A template agreement has been provided on page 19.

- ❑ **Documentation of Underserved Populations**. Underserved populations are those populations with a significant number of individuals who are minority, elderly, individuals with disabilities, or other underserved populations and who are underserved in terms of parks and other outdoor recreation areas. Use the U.S. Census Bureau's American Fact Finder search tool (https://data.census.gov/cedsci/), or Quicks Facts search tool (https://www.census.gov/quickfacts/fact/table/MO/PST045222) and other data sources to determine if your project area contains a higher than average percentage of residents who fall within any of these categories. Print off and attach a copy of your findings, highlighting the underserved population(s) your project will be serving.

- ❑ **Proof of Public Involvement** if the project sponsor hosted a public meeting or provided some other forum for public comment within the last six months regarding the proposed project. Documentation includes, but is not limited to, copy of newspaper ads or public meeting notices; copy of Facebook page, online survey or other electronic format used to solicit public opinion; and/or a copy of the relevant portion of meeting minutes, survey results or other public responses to the proposed project. Public letters of support may be submitted as well.

- ❑ **Copy of Relevant Portion of Comprehensive or Master Plan** if the proposed project has been identified in a local, school, regional, county and/or parks comprehensive or master plan. Do not submit a copy of the entire plan, only the relevant portion that references the project.

- ❑ **State and Federal E-Verify (Affirmation of Enrollment and Participation in a Federal Work Authorization Program),** as a condition for the award of any grant by MoDNR to any business entity, project sponsors meeting the definition of a business entity must, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the project. Every such 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 project. Documentation shall include 1) the E-Verify Employment Eligibility Verification page listing the company name and company IDOR a page from the E-Verify Memorandum of Understanding (MOU) listing the company name and the MOU signature page completed and signed, at minimum, by the company and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the company's name and company ID, then no additional pages of the MOU must be submitted; AND 2) submit a completed, notarized Affidavit of Work Authorization (sample included on page 14-16). Should you need assistance in obtaining documentation you can contact the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov).

- ❑ **SHPO Correspondence and Cultural Resource Surveys.** All projects are required to initiate consultation with the Missouri State Historic Preservation Office (SHPO), and complete that consultation as part of the application. Attach copies of your Review and Compliance Information Package to SHPO, the SHPO response letter(s), and a copy of any cultural resource surveys performed on this site or for this project. To initiate a Section 106 Review, submit a Review and Compliance Information Form and required supporting documents to SHPO. Instructions for completing and submitting the form are found at https://mostateparks.com/page/84261/section-106-review. Make sure to mark that federal funds from the National Park Service will be used to complete this project. **The SHPO review is a 30-day process so start early in order to have SHPO correspondence received by the time the application is due.** See Question 75-77 and 82 for additional information.

- ❑ **IPaC and Missouri Heritage Reports & Correspondence with from USFWS and MDC.** All projects are required to evaluate the impact of their projects on Threatened and Endangered (T&E) Species. Please provide a copy of the Information for Planning and Conservation (IPaC) and Missouri Heritage Reports for this project. The IPaC search tool can be found at https://ecos.fws.gov/ipac/, and will require you to enter information about your project and delineate your project's boundaries on an online map. Make sure to mark that federal funds from the National Park Service will be used to complete this project. In addition to determining your project's impact on federally listed T&E species, you must also determine its impact on state-listed endangered species or species and habitats of conservation concern by entering your information into the Missouri Natural Heritage Review Website (https://naturalheritagereview.mdc.mo.gov/). Once reports have been completed use the template letter on page 20 to contact USFWS and MDC to get a letter of determination from them about the projects effect on T&E species. See Question 75 for additional information.

- ❑ **Floodplain Map (Required) and Proof of Flood Insurance (if applicable).** All projects are required to affirm that their project is or is not located within a FEMA Special Flood Hazard Area (floodplain). To determine if your project is in a floodplain or special flood hazard area, use the FEMA Flood Map Service Center (https://msc.fema.gov/portal). A color copy of the floodplain map with the project location drawn on it is required. If the project is located within a FEMA Special Flood Hazard Area, provide proof of flood insurance as well.
- ❑ **Photographs of the Project Area.** Include photographs of the project area to illustrate the existing condition of the site and any facilities that are proposed for replacement or renovation.
- ❑ **Environmental Review Maps and Reports,** all projects are required to evaluate the impact of their project on the environment. Please provide a copy of the maps, reports and letters used to complete the Environmental Resources Survey. Template letter for USACE is on page 21. See page 38-41 for additional information on how to retrieve maps and reports needed.
- ❑ **Title Search.** Project sponsors are required to conduct a title search or conduct their own research to identify any parties who may have a superior interest in the property. Provide a copy of the title search, or the research performed.

Template PROJECT RESOLUTION

WHEREAS, the *(insert name of agency)* is applying for federal assistance from the Land & Water Conservation Fund program for the purpose of *(indicate which of the following)* construction/renovating/acquiring *(insert project name as entered on question 9 of the project application)*,

NOW, THEREFORE, BE IT RESOLVED BY THE *(insert name of agency)*, that

1. *(insert name of Receiving Official))* of *(insert name of agency)* is authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the U.S. Department of the Interior, National Park Service.

2. The *(insert name of agency)* currently has the written commitment for (insert percentage from budget table) matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.

3. In the event a grant is awarded, the *(insert name of agency)* will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access in perpetuity. At the end of the project, the *(insert name of agency)* will record the Declaration of Deed Restriction to each deed of the park.

4. In the event a grant is awarded, the *(insert name of agency)* is prepared to complete the project within the time period identified on the signed Financial Assistance Agreement.

5. In the event a grant is awarded, the *(insert name of agency)* will comply with all rules and regulations of the Land & Water Conservation Fund program, applicable Executive Orders, all federal and state laws that govern the grant applicant during the performance of the project, and stewardship requirements when the project is complete.

PASSED AND RESOLVED BY THE *(insert name of agency)*

The undersigned hereby certifies that he/she is the duly authorized Clerk and custodian of the books and records and seal of (agency)____, duly formed pursuant to the laws of the State of Missouri, and that the foregoing is a true record of a resolution duly adopted at a meeting of the (governing board of agency)____, that said meeting was held in accordance with state and local laws on___(date)___and that the said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF I have executed my name as Clerk and have affixed the seal of (agency)_____, this___day of_____, 20___.

ATTEST: (Clerk)

By: _____
_____(printed name)
(SEAL)

ACKNOWLEDGED:

By: _____
_____(printed name)

MO E-VERIFY
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The project sponsor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A CURRENTLY NOT A BUSINESS ENTITY

I certify that_____(Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition ofa business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ❒ I am a self-employed individual with no employees; **OR**
- ❒ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if_____(Company/Individual Name) is awarded a Land and Water Conservation Fund Grant for_____(Project Title) and if the business status changes during the project period to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to proceeding with the project as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Natural Resources, Division of State Parks with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

MO E-VERIFY, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B CURRENT BUSINESS ENTITY STATUS

I certify that_____(Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the project sponsor must perform/provide each of the following. The project sponsor should check each to verify completion/submission of all of the following:

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the project sponsor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the project sponsor's name and the MOU signature page completed and signed, at minimum, by the project sponsor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the project sponsor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The project sponsor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____(Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm_____(Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the proposed Land and Water Conservation Fund project with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that_____(Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the proposed Land and Water Conservation Fund project for the duration of the project period, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this_____(DAY) of_____(MONTH, YEAR). I am commissioned as a notary public within the County of_____(NAME OF COUNTY), State of _____(NAME OF STATE), and my commission expires on_____(DATE).

Signature of Notary	*Date*

MO E-VERIFY, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C AFFIDAVIT ON FILE CURRENT BUSINESS ENTITY STATUS

I certify that_____(Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the Land and Water Conservation Fund project with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the project sponsor's name and the MOU signature page completed and signed by the project sponsor's and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted:

_____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

TEMPLATE FINANCIAL ASSURANCE LETTER

(This letter should be on Letterhead)

Date

LWCF Planner
Grants Management Section
Missouri State Parks
PO Box 176
Jefferson City, MO 65102-0176

RE: Financial Assurance for LWCF Proposal *(insert project name as entered on question 54 of the project application)*

To Whom It May Concern:

I, the undersigned as the Chief Financial Officer of *(insert name of agency)*, confirm that our governing body *(insert name of governing body, such as park board, county commission, etc.)* has formally committed the required matching funds for completion of the above referenced project and has made those funds available. Furthermore, I confirm that *(insert name of agency)* is committed to completing the project within the timeframe outlined by the Financial Assistance Agreement and maintaining the project in perpetuity for the benefit of public outdoor recreation.

OR

I, the undersigned as the Chief Financial Officer of *(insert name of agency)*, confirm that our agency has the required matching funds available for completion of the above referenced project. Furthermore, I confirm that *(insert name of agency)* is committed to completing the project within the timeframe outlined by the Financial Assistance Agreement and maintaining the project in perpetuity for the benefit of public outdoor recreation.

Sincerely,

(insert Chief Financial Officer's name and signature)

TEMPLATE SCHOOL/COMMUNITY AGREEMENT

We, the undersigned, representing the school district of *(insert name of school district)* located at *(insert address)* in the City/Community of *(insert name of community)*, certify that the City/Community of *(insert name of community)* has been informed and is in agreement with the objectives and goals the grant project proposal of *(insert name of project)*.

We further certify that:

The undersigned city/community will be made aware of on-going planning for this project and given the opportunity for review.

The undersigned community will have an opportunity to review the plans for operation of the proposed facilities.

Every effort will be made to encourage the general public to use the facilities.

Exclusive school use of the proposed facilities for instruction and competition is permitted as long as the facilities are kept open for general public use at reasonable hours and times of the year according to the type of area and facility. The proposed schedule of hours of operation for general public use and the proposed hours scheduled for school activities is attached hereto and is hereby made part of this agreement.

The hours of operation and the hours open for general public use will be clearly posted at the facility at all times. Changes in the hours for school activities and hours open for general public use will be reviewed by the undersigned community.

School Representative Name _____
School Representative Title _____
School Representative Signature _____ Date_

Name of City/Community _____
Community Representative Name _____
Community Representative Title _____
Community Representative Signature _____ Date_

Notary Signature_____ Date_____

** On the second page include the hours that the general public will have access to the school park and the hours The general public will be restricted from using the school park.

Sample:

Monday – Friday: Sunrise – 8 AM and 4 PM to Sunset
Saturday – Sunday: Sunrise to Sunset
Summer and Holiday: Sunrise to Sunset

School Use Only: Monday – Friday: 8 AM – 4 PM

TEMPLATE LETTER TO USFWS*

(This letter should be on Letterhead)

Date

Missouri Ecological Services Field Office
U.S. Fish & Wildlife Service
101 Park Deville Drive, Suite A
Columbia, MO 65203-0057

Subject: Request for Information
(Sponsor Name Question #1) – *(Title of Project Question #54)*
Land & Water Conservation Fund Grant Application
USFWS Consultation Code: *(Found on IPaC Report)*

Dear Field Office:

The *(Sponsor Name Question #1)* is currently preparing a grant application for the Land & Water Conservation Fund through the National Park Service administered in Missouri by the Department of Natural Resources Division of State Parks. The *(Title of Project Question #54)* is the *(brief detailed scope of work including tree removal if applicable)* . The *(Name of the Park)* located in *(Name of City)* , *(Name of County),* Missouri. As required, the attached on-line Information, Planning and Conservation (IPaC) report was generated for the project on *(Date the IPaC Report was generated).*

The IPaC report identifies *(state number of bats on report)* federal listed bat species that should be considered in an effects analysis including the *(list bat species from IPaC Report).* In addition (*list all other species on IPaC and if they are threatened, endangered or a candidate species)*, was also listed in the report. *(Number of trees to be removed)* trees will need to be removed from the project area in order to construct (*list what will be constructed, which trees will be removed).* To minimize potential effects to federal listed bat species, the City has committed to removing trees only during the inactive bat roosting season between November 1 and March 31. (*State if you will be replanting trees). (State how you will be affecting the other species listed on the IPaC Report).*

(*Name of City*) requests your review to determine if the proposed project may have an adverse effect of Federal listed endangered & threatened species and or designated critical habitat. If you have any questions or require additional information, please contact me at *(phone number)* or *(email address).*

Sincerely,

(insert name and signature for individual conducting environmental review)

Enclosures

- *IPaC Report and Determination Key Concurrence Letter*
- *LWCF Boundary Map*
- *Affected Project Area that shows which trees will be removed*
- *Location Map that gives address of Park, Latitude, Longitude, Township, Range and Section)*

*The sample letter is written for tree removal. Adjust the letter to fit the scope of your project and the species listed in the IPac.

TEMPLATE LETTER TO USACE

(This letter should be on Letterhead)

Date

Find address for MO USACE Regulatory Office at
https://www.mvm.usace.army.mil/Portals/51/docs/regulatory/Boundary%20Maps/Missouri_regulatory_offices.pdf

Subject: Request for Information
(Sponsor Name Question #1) – *(Title of Project Question #54)*
Land & Water Conservation Fund Grant Application

Dear Regulatory Office:

The *(Sponsor Name Question #1)* is currently preparing a grant application for the Land & Water Conservation Fund through the National Park Service administered in Missouri by the Department of Natural Resources Division of State Parks. The *(Title of Project Question #54)* is the *(brief detailed scope of work)*. The *(Name of the Park)* is located in *(Name of City)*, *(Name of County)*, Missouri. As required, the attached on-line FEMA National Flood Hazard Map and U.S. Fish and Wildlife Service National Wetlands Inventory Map was generated for the project on *(Date maps were generated)*.

The FEMA National Flood Hazard Map indicates a special flood hazard area - *(pull description from legend of Floodplain map)*. is located where *(list facilities of project within the floodplain)*. The U.S. Fish and Wildlife Service National Wetlands Inventory Map shows a *(list wetland type from Wetland Map)* within the project area. The *(list facilities of project within the wetland)*.

(*Name of City*) requests your review to determine if the proposed project will require a 404 permit. If you have any questions or require additional information, please contact me at *(phone number)* or *(email address).*

Sincerely,

(insert name and signature for individual conducting environmental review)

Enclosures

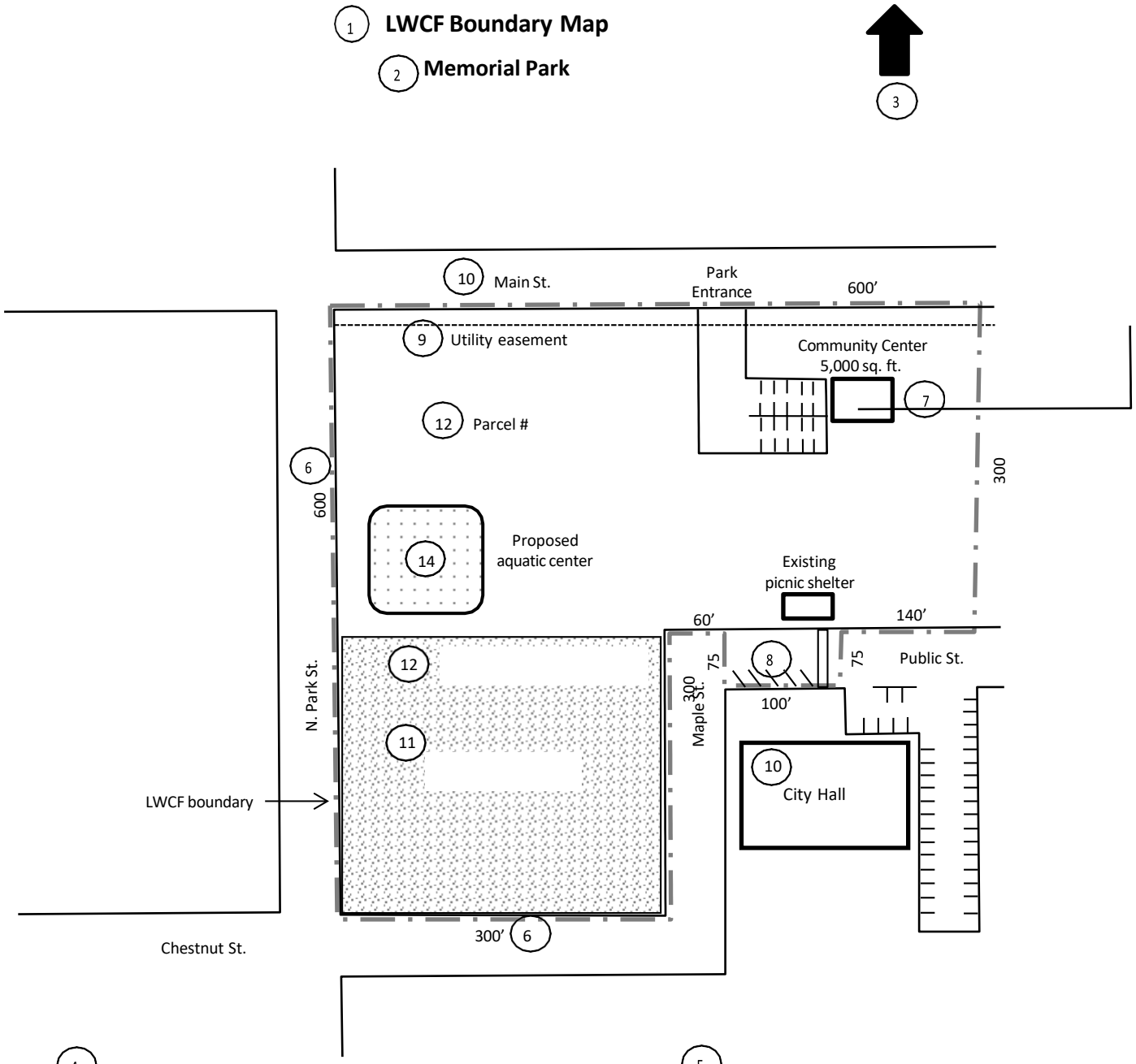
- *FEMA Floodplain Map*
- *USFWS Wetland Map*
- *LWCF Boundary Map*
- *Affected Project Area*
- *Location Map that gives address of Park, Latitude, Longitude, Township, Range and Section)*

SECTION IV. CREATING AN LWCF BOUNDARY MAP

When applying for a LWCF grant, project sponsors must submit a signed and dated project boundary map which clearly delineates the area to be protected under the LWCF Act. **Land identified within the LWCF boundary must be retained in perpetuity for public outdoor recreation use.** Generally, this area includes the entire park where recreation is being developed, except in unusual cases, such as a public school, where it can be shown that a facility within an area is clearly self-sustaining (and accessible) without reliance on the surrounding area. The project area must be readily accessible through a public corridor (i.e. parking lot, street, permanent public easement, etc.). **Maps should be no bigger than 11" x 17".** Maps may be drawn on a satellite or aerial image. **Full-color images are preferred.** Use the checklist below to ensure all the required elements have been included on your LWCF boundary map, and refer to the boundary map template on page 23 that shows a numeric legend of the corresponding elements. The numerical grid provided is for reference only to help identify each element and does not need to be reproduced on the boundary map you submit with your application.

- ❑ 1. Title the map as "LWCF Boundary Map."
- ❑ 2. Include the official name of the park, site or project.
- ❑ 3. Include a north arrow.
- ❑ 4. Provide a signature and date on the map by the individual authorized in the resolution.
- ❑ 5. Include the date of map preparation.
- ❑ 6. Clearly indicate dimensions of the park area with measurements in feet on each side to effectively illustrate the area that will be under LWCF protection. **Use a bright and bold color for the LWCF boundary and use a dash and dot system to delineate the area.** The map needs to indicate entrance/access point(s) that are connected to city or county roads.
- ❑ 7. If applicable, identify any pre-existing uses (buildings/non-outdoor recreation facilities) that do not support outdoor recreation and that should be excluded from LWCF protection. Include the square footage of the non-supporting facility orarea footprint. Subtract this square footage from the total square feet of the area to be protected under by the LWCF boundary.
- ❑ 8. If applicable, include any area or resource upon which the project is dependent, even if the area/resource was not included in the project scope. An example of this would be an existing parking lot that provides the sole access to a picnic area that is being developed with a LWCF grant. The parking lot would need to be included in the LWCF boundary and its footprint added to the total square footage.
- ❑ 9. If applicable, indicate any outstanding rights and interest in the area, including easements, deed/lease restrictions, reversionary interests, rights-of-way, utility corridors, potential mortgages, etc.
- ❑ 10. Indicate adjacent street names, bodies of water and any other features that could be used as identifying landmarks.
- ❑ 11. If applicable, indicate any areas under lease with term of at least 25 years remaining on the lease.
- ❑ 12. Indicate assessor's parcel number(s).
- ❑ 13. Provide the latitude and longitude of the main project entrance. Use decimal degrees (ex: 38.5573/-92.15260)
- ❑ 14. Indicate the location of the project area (use a different color and dash & dot system to delineate the area then what was used for the boundary. Add a key or legend to the map.
- ❑ 15. Convert the total square footage to acreage and indicate total acreage within the LWCF boundary. The acreage Identified on the boundary map must be consistent with the acreage identified in Question 15 on the application form.

LWCF BOUNDARY MAP TEMPLATE



4 _____

Signature & date of authorized individual

5 _____

Date of map preparation

13 _____

Latitude & longitude of park entrance

15 _____

LWCF boundary acreage

SECTION V. GRANT APPLICATION INSTRUCTIONS

A) Step One: Download and complete an electronic application by answering each question thoroughly but concisely within the space allowed on the application. Try to answer the questions in the space allotted for the question.

An electronic application form has been created for your convenience at https://mostateparks.com/page/61215/land-and-water-conservation-fund-lwcf-grants. Project sponsors will need Adobe Acrobat Reader, which is available for free download at https://get.adobe.com/reader/. Once a project sponsor has filled out the form, they will need to save it to their computer and print it off. **Hand-written applications will not be accepted.**

B) Step Two: Use the Supporting Documentation Checklist on pages 10-12 and the LWCF Boundary Map Checklist on page 22 to ensure that the application packet is complete. Do not submit boundary maps larger than 11"x17." Photos should be submitted; ensure two copies are included. **No Staples or 3 ring binders, use binding clips or paperclips only**. Check out the Application Workshops at https://mostateparks.com/page/63306/grant-workshops. For questions about an application packet or the process, call (573)751-8661 or email mspgrants@dnr.mo.gov.

C) Step Three: Mail **two (2) hard copies** of the application and supporting documentation to the Grants Management Section (address below). Applications must be postmarked on or before November 14, 2025. You are encouraged to make double-sided copies to conserve on paper and space.

It is highly recommended that project sponsors submit their application packet prior to the deadline date. This will allow GMS the opportunity to contact project sponsors if information is missing from their packet or is inaccurate and will subsequently allow project sponsors time to rectify omissions or inaccuracies. **If the application packet arrives on or after November 14, 2025, but it is missing required signature, documentation, or is substantially incomplete, the project will be deemed ineligible for scoring.**

Mail two hardcopies of the application packets to:

Missouri Department of Natural Resources
Division of State Parks
Grants Management Section
Attn: LWCF Planner
PO Box 176
Jefferson City, MO 65102-0176

If you need a physical address to mail the application, please send it to:

Missouri Department of Natural Resources
Division of State Parks
Grants Management Section
Attn: LWCF Planner
1659 E. Elm Street
Jefferson City, MO 65101

SECTION VI. PROJECT APPLICATION QUESTIONS

The following section provides a description of the information needed for each question on the LWCF Project Application, explains the purpose of each question and indicates which questions have point values assigned to them. Items highlighted in **Purple** represent supporting documents that need to be included with the application.

Questions 1-8 are general questions pertaining to the agency (project sponsor) responsible for incurring costs and completing the project. No points have been attributed to this section.

- **Question 1, AGENCY** – this is the name and mailing address of the agency that is requesting grant funds and will be responsible for administering the grant, if awarded. This question also asks you to provide contact information for the receiving official, or the person who is authorized to accept grant funding on behalf of your agency. This should be the individual or position that is named in the Resolution.
- **Question 2, UNIQUE ENTITY IDENTIFIER (UEI)** – all agencies that apply for federal grants are required to have a Unique Entity Identifier (UEI) number, a unique 12-character alphanumeric number assigned to that individual agency. The federal government uses this number to track how federal money is allocated. To request a UEI number, visit https://sam.gov/content/home . The process is free.
- **Question 3, APPLICATION PREPARER** – provide the name, email address and phone number for the individual who is writing the application. If there is an issue with the application, the application preparer will be contacted.
- **Question 4, PROJECT CONTACT PERSON** – if the grant is awarded, the individual listed will be the primary contact and is expected to be aware of the LWCF grant requirements. If the contact person changes at any time during the life of the project, please contact the Grants Management Section (GMS) and provide the name of the new contact person.
- **Questions 5-7, LEGISLATIVE INFORMATION** – list the federal and state legislators and their districts in which the project is located. If the project is awarded, GMS staff will send notice to the legislators as a courtesy. For US congressional districts visit http://www.house.gov/representatives/. For state legislative districts, visit https://house.mo.gov/MemberRoster.aspx and https://www.senate.mo.gov/Senators/Directory. Or use the Legislator Lookup, visit https://www.senate.mo.gov/LegisLookup/Default.
- **Question 8, REGIONAL PLANNING COUNCIL** – GMS staff notifies the regional planning councils (RPC) when a project has been awarded funding in their respective region. To determine the appropriate RPC, visit http://macog.org/regional-council-rpcs/. The RPC can also be a source to help fill out this application and Environmental Resource Survey.

Questions 9-11, PROJECT SPONSOR'S BACKGROUND AND PRIOR PERFORMANCE (10 POINTS). This section asks the project sponsor to provide information about its organization. The GMS uses the information to evaluate your organization's performance history. If your project is selected for a pre-award site inspection, the information will also be used to assist in the GMS's risk assessment (at that time, you will be asked to provide additional information to assess risk pursuant to 2 CFR 200.206 such as copies of your most recent audit and copies of accounting and procurement policies).

- **Question 9, PROJECT APPLICANT IS –** In order to ensure that the applicant is eligible to apply for LWCF grant funds, please indicate the category that describes your organization. Non-for-profit and For-Profit entities are not eligible to apply for a LWCF grant.
- **Question 10, DESCRIBE THE PROJECT SPONSOR'S ORGANIZATION –** Indicate in years how long your organization has been in existence. If your organization is less than one year old, please specify the date it was established. This question also asks you to indicate your organization's annual operating budget, how many full-time and part-time people are employed by the organization, if a board oversees the organization, and if you use volunteers. Please make sure to fill this information out based on the agency listed in Question 1.
- **Question 11, PRIOR PERFORMANCE-** The questions in this section ask you about your prior grant history with the Department of Natural Resources. Please answer these questions based on the last ten years of experience.

Questions 12-28, PROJECT LOCATION AND LWCF BOUNDARY INFORMATION (10 POINTS). This section asks project sponsors to provide information about the property that, if funded, will be encumbered pursuant to the LWCF Act.

- **Question 12, Name of the Park –** What is/will be the official name of the park. Provide locational information for the park,

including the address, township/range/section, and latitude/longitude (should match the information on the **LWCF Boundary Map).** Use decimal degree for latitude and longitude. Conversion to decimal degree can be done at https://www.fcc.gov/media/radio/dms-decimal.

- **Question 13, LEGAL DESCRIPTION OF THE PROPOSED LWCFBOUNDARY –** This question asks you to provide the legal description of the LWCF Boundary (the area that will be encumbered pursuant to the LWCF Act if the project is funded). This information will be used when recording the Declaration of Deed Restriction (sample of declaration at https://mostateparks.com/sites/mostateparks/files/Declaration_Deed_Restriction.pdf) to the deed at the end of the project. If your property does not have a current legal description (for example, the original records were burned in a fire or the legal description on record references markers that no longer exist), please contact a land surveyor and have a new description prepared. Please make sure to attach the **official legal description and deeds** to the application.

- **Question 14, IS THE PROPOSED LWCF BOUNDARY THE SAME AS THE BOUNDARY OF THE PARK/RECREATION AREA AS IT EXISTS IN TOTALITY? -** Please answer yes or no. If you answer no, please explain why you are requesting to encumber less than the full acreage of the park. Please be sure that any area excluded from the boundary is also reflected in the LWCF boundary map.

- **Question 15, IS THIS AN EXISTING LWCF-PROTECTED PARK/RECREATION AREA? –** Indicate if this park is already a LWCF protected park. A list of LWCF Protected Parks by County can be found at https://mostateparks.com/page/61224/land-and-water-conservation-fund-projects-county If it is, what is the current acreage for the entire site? If no, what will be the total acreage that will be encumbered under theLWCF Act if the grant is awarded? Your response should match the information on the LWCF Boundary Map.

- **Question 16, WILL THE PROPOSAL CREATE A NEW PARK/RECREATIONAREA WHERE NONE PREVIOUSLY EXISTED? –** Indicate yes or no. If it will, please explain what the property is currently used for and why it was chosen for use as a park.

- **Question 17, IF THIS IS AN EXISTING LWCF-PROTECTED PARK/RECREATION AREA, HAS THE PARK NAME CHANGED SINCE THE LAST GRANT? –** Indicate yes or no or N/A. If yes, list the project numbers of the previous grants. If the name has changed since first being awarded, please provide a list of all the park's prior names and why the name was changed. To learn more about previous LWCF grants within the park email mspgrants@dnr.mo.gov.

- **Question 18, IS THE PROPOSED PROJECT LOCATED IN A FEMA SPECIAL FLOOD HAZARD AREA? –** To determine if your project is in a floodplain or special flood hazard area, use the FEMA Flood Map Service Center (https://msc.fema.gov/portal/home) Add the park address into search and click "Search." Zoom the map in or out to include the entire park on the map. Click on the red pin to move it into the project area, click a second time to add it to project area. Once the map and pin show the park, click on "Dynamic Map." Once a .pdf has been created, download and print the **Floodplain Map** (in color). If you determine your project is within a floodplain or special flood hazard area, you must obtain a floodplain development permit from the local floodplain authority (i.e., community or county). For a list of communities and counties participating in the NFIP, see https://www.fema.gov/cis/MO.html. In some instances, the community or county may require a No-Rise Certification before a permit is issued. In the space provided, indicate if your project is in a floodplain or special flood hazard area and submit a copy of the floodplain map for your project area. If a permit is required, and it is already obtained, state the name of the permit, and attach a copy. List the commitments required by the permit or, if the permit is not yet in-hand, include a commitment to obtain the permit prior to construction and to follow the conditions of the permit. If flood insurance is required, please provide **proof of floodplain insurance**. If a permit is required, it will also need to be listed in Question 81.

- **Question 19, IS YOUR SITE CONTIGUOUS WITH OR CONNECTED TO ANY FEDERALLY OWNED RECREATION AREA?** – Indicate yes or no. If your site is located contiguous with or connected to a federally owned recreation area, please provide the name of the land managing agency and name of the federal property.

- **Question 20, IS YOUR SITE PART OF A LARGER LAND MANAGEMENT AREA, SUCH AS A GREENWAY OR REGIONAL RECREATION AREA?** – Indicate yes or no. If it is part of a larger land management area, explain its relationship to that area. For example, is it owned by the same agency? Does it share a master plan? Do the same people manage the property?

- **Question 21, DESCRIBE THE EXISTING SITE CONDITIONS OF THE PARK, INCLUDING UNSAFE AND HAZARDOUS CONDITIONS. –** Provide a written description of the current site, include the size of the project area. Describe any unsafe and hazardous conditions with the park. To help illustrate where the project will be located, include photographs. For example, if the project is the replacement of an existing playground to improve accessibility, you could describe what the site looks like, the age and condition of the existing equipment and **include photographs** of the existing equipment to show that it is old/deteriorated and not accessible. You could show photographs of the playground surfacing that you plan to replace, and photographs showing the accessible route (or lack of) from the accessible parking lot to the play area.

- **Question 22, EXPLAIN HOW THE SITE IS SUTIABLE FOR THE TYPE(S) OF OUTDOOR RECREATION BEING PROPOSED. –** Explain why this site is suitable for the type of outdoor recreation proposal being submitted. If the park has received a LWCF grant in the past, state that this is a LWCF Protected Park and include the year it first received funding.

- **Question, 23, DOES THE SITE INCLUDE ANY FEATURES THAT VISUALLY DETRACT FROM THE OUTDOOR RECREATION EXPERIENCE OR THAT REPRESENT A POTENTIAL PUBLIC SAFETY HAZARD? –** Indicate yes or no. Features would include cell towers, overhead power lines, dilapidated structures and equipment, billboards, solar panels, etc. If yes, please explain these concerns and whether the project will address these concerns. For example, does the project area have overhead utilities? Will the utilities be placed underground as part of the project? Is the swimming pool currently closed due to excessive water leakage? Are parts of the play equipment boarded up because pieces are missing?

- **Question 24, PLEASE PROVIDE THE NAME OF THE PROPERTY OWNER AS STATED ON THE DEED. –** Provide the name as it is stated on the deed. If there are multiple parcels associated with the property located within the LWCF Boundary area, please provide information for each parcel along with a **copy of each deed**.

- **Question 25, WHAT IS/WILL BE THE APPLICANT'S TYPE OF OWNERSHIP/CONTROL OF THE PROPERTY? –** From the list provided, indicate if the project sponsor owns the property fee simple, less than fee simple, or if the property is being leased from another government agency. If the ownership is less than fee simple, explain what rights the applicant has and what agency holds the underlying fee simple ownership. If the property is being leased, does the lease include approval requirements related to recording the recreational use lease amendment? The landholder must be an eligible applicant, such as a government agency or school district, and the lease agreement must be for at least 25 years to qualify for LWCF grant funds.

- **Question 26, PLEASE LIST ALL PRESENT EXISTING AND REASONABLY ANTICIPATED LIENS OR MORGAGES OR BOTH, ON THE PROPERTY, AND THE EFFECT ON THE RECREATIONAL EASEMENT THAT WILL BE REQUIRED.** – Identify outstanding mortgages, loans, etc., amount still owed and describe how these will affect the current project. If a loan will be required to complete this grant, please include how much you anticipate borrowing and for what duration.

- **Question 27, ARE THERE ANY RIGHT-OF-WAY, EASEMENTS, OR REVERSIONARY INTERESTS WITHIN THE PROPOSED LWCD BOUNDARY AREA? -** Because the property located within the LWCF Boundary will be dedicated to public outdoor recreation use in perpetuity, it is important to identify any parties who may have a superior interest. Please list all right-of-way, easements, or reversionary interests associated with the site. The easements and right-of-way should be displayed on the LWCF boundary map. Easements within the park should be identified within a title search of the property. Was this property purchased using the FEMA Hazard Mitigation Buyback Program? If yes, you will need letter from FEMA that they have approved the scope of work for the project. You need to have this approval letter before an application can be submitted. To start the approval process, contact SEMA at https://sema.dps.mo.gov/programs/mitigation_management.php.

- **Question 28, HOW DID YOU DETERMINE IF THERE WERE ANY RIGHT-OF-WAY, EASEMENTS, LIENS/MORGAGES, OR REVERSIONARY INTERESTS?** – Project sponsors are required to either conduct a title search to identify these superior interests (preferred method) or research the property themselves. Please certify that a search was conducted of the property in one of the two ways indicated on the application form. Provide a **copy of the title search or the research collected** that helped you determine any superior interest in the property. If acquisition of land is part of the application, a title search must be conducted to fulfill the requirements of the Uniform Act.

Questions 29-34: PROPERTY MANAGEMENT ANDSTEWARDSHIP (10 POINTS). This section asks project sponsors to provide information about how the property will be managed.

- **Question 29, WHO WILL MANAGE AND OPERATE THE SITE? –** Indicate who will manage and operate the site. For example, the Missouri City Parks and Recreation Department.

- **Question 30, IS THIS PROPERTY A PUBLIC SCHOOL, RESERVOIR OR STATE WILDLIFE AREA? –** If yes, explain how often the public will have access to the proposed recreation area. Explain any kinds of restrictions to public outdoor recreation that will occur. Include the hours of operation in the **School/Community Agreement**.

- **Question 31, ARE THERE ANY PRE-EXISTING OR PLANNED INDOOR FACILITIES ON SITE THAT WOULD NOT THEMSELVES BE ELIGIBLE FOR LWCF GRANT FUNDING AND NEED A PUBLIC FACILITY REQUEST OR SHOULD BE EXCLUDED FROM THE LWCF BOUNDARY? –** Indicate yes or no if there are any pre-existing or planned indoor facilities on site that would not themselves be eligible for LWCF grant funds. LWCF assistance will not be provided for support facilities or portions thereof that contribute primarily to public indoor activities such as: meeting rooms; auditoriums; libraries; study areas; restaurants; lodges; motels; luxury cabins; furnishings; food preparation equipment; kitchens; and equipment sales areas. Include the square footage of each of the buildings or facilities.

- **Question 32, ARE THERE ANY PRE-EXISTING OR PLANNED RESOURCE MANAGEMENT PRACTICES (I.E. TIMBER MANAGEMENT, GRAZING, ETC.)? –** Indicate yes or no if there are any pre-existing or planned resource management practices, such as timber management or grazing. If yes, describe the nature of the practice, the anticipated duration, and how the practice supports outdoor recreation.

- **Question 33, ARE THERE ANY PRE-EXISTING OR PLANNED USES ON SITE THAT ARE INCOMPATIBLE WITH LWCF REQUIREMENTS THAT SHOULD BE EXCLUDED FROM THE LWCF BOUNDARY? –** Indicate yes or no if there are any pre-existing or planned uses on site that are incompatible with LWCF requirements that should be excluded from the LWCF boundary. If there are, please describe the nature of the use and ensure it is clearly depicted on the proposed LWCF map. Clarify whether the future intent is for the area to become subject to LWCF once the use is terminated, or if the intent is for the use to continue within the park in perpetuity. Examples include water towers, cell towers, future site of a fire station or community center that will be constructed in the next 2-4 years.

- **Question 34, PROVIDE A DETAILED POST-COMPLETION PLAN OF HOW THE PROJECT WILL BE MANAGED AND MAINTAINED IN PERPETUITY. –** Project sponsors should demonstrate sufficient funding and labor to maintain public access to the park in perpetuity. Additionally, sponsors should indicate their post-completion plan for ensuring user safety and project sustainability for the life of the project and describe how routine maintenance of the project will be accomplished after project completion. Include who will perform the maintenance and necessary repairs and how often maintenance inspections will occur. Discuss the routine maintenance schedule for the park during the summer and winter months.

Questions 35-52: ACQUISITION OF REAL PROPERTY (QUESTIONS 35-58 ARE WORTH 20 POINTS). This section asks project sponsors to provide information about how the property that is being acquired as part of the project. If property is being acquired (whether by purchase, donation, or lease), this section must be completed. If you are not acquiring property as part of the project, you can complete Question 35 and skip the rest of this section and go directly to Question 53.

- **Question 35, WILL REAL PROPERTY BE ACQUIRED AS PART OF THIS PROJECT (INCLUDING PURCHASE OR DONATION)? –** Indicate yes or no if real property will be acquired as part of the project (this includes purchase, donation, or lease). If acquisition is not part of this project, indicate no, and skip to Question 54. If no, this section should remain blank.

- **Question 36, WHY IS THIS ACQUISITION (WHETHER ATTAINED VIA PURCHASE OR DONATION) NEEDED? –** Please explain why acquisition is required for this project.

- **Question 37, DESCRIBE THE EXISTING RESOURCES AND FEATURES OF THE SITE THAT MAKE IT DESIREABLE FOR PUBLIC OUTDOOR RECREATION. –** Please explain why this site is desirable for public outdoor recreation. What existing resources and features made you chose this site? Is the land located to an existing park?

- **Question 38, PARCEL NAME –** What is the name of the parcel of property being acquired?

- **Question 39, PARCEL SIZE –** Please indicate the size of the parcel in acres.

- **Question 40, PARCEL VALUE –** What is the value of the land? The value should be based on an appraisal that meets the Uniform Appraisal Standards for Federal Land Acquisition (http://www.justice.gov/enrd/land-ack/Uniform-Appraisal-Standards.pdf) and Title 49 CFR Part 24 (https://www.ecfr.gov/current/title-49/subtitle-A/part-24) that was conducted by a certified general appraiser and a technical review of the appraisal has been performed by a qualified review appraiser. The appraisal should be less than six months old. If the property is valued at less than $10,000, a waiver valuation can be completed by a qualified professional and used in lieu of an appraisal. Please include a **copy of the appraisal and review appraisal and/or waiver valuation** with this application. A list of qualified appraisers and review appraisers maintained by the Missouri Department of Transportation may be found at the following link: https://www.modot.org/row-negotiators-and-appraisers.

- **Question 41, ANTICIPATED ACQUISITION DATE –** What date do you intend to acquire the property? Acquisition will need to occur after a federal award is received. The earliest possible date for a properly documented acquisition is January 1, 2027.

- **Question 42,** Please affirm which statement is true: **A STATE-CERTIFIED REVIEW APPRAISER HAS REVIEWED THE APPRAISAL AND HAS DETERMINED THAT IT WAS PREPARED IN CONFORMITY WITH THE UNIFORM APPRAISAL STANDARDS FOR FEDERAL LAND ACQUISITIONS** or **A QUALIFIED PROFESSIONAL HAS PREPARED A WAIVER VALUATION FOR THIS PROPERTY IN CONFORMITY WITH 49 CFR 24.102(C)(D)(ii).** This statement must be supported by the documentation requested in Question 41.

- **Question 43, FROM WHOM IS THE PROPERTY BEING PURCHASED? –** What is the name of the seller or donor? Include their **letter of intent to sell/donate/lease the property**.

- **Question 44, ARE ANY BUILDINGS OR STRUCTURES BEING PURCHASED ALONG WITH THE PROPERTY? –** Indicate yes or no if there are any buildings or structures being purchased along with the property. If yes, please describe what is planned for these structures (e.g. retain for future recreation-supporting use, demolish) and whether the project cost includes the value of these structures. Give the square footage of each building that is being acquired.

- **Question 45, HOW WILL THE SITE BE MADE OPEN AND ACCESSIBLE FOR PUBLIC OUTDOOR RECREATION USE (SIGNAGE, ENTRIES, PARKING, SITE IMPROVEMENTS, ALLOWABLE ACTIVITIES, ETC.)?** - Please explain how the site will be made open and accessible for public outdoor recreation use. Describe planned signage, entries, parking, site improvements, allowable activities, etc.

- **Question 46, WHEN WILL ACCESS TO THE SITE FOR PUBLIC OUTDOOR RECREATION BECOME AVAILABLE? –** Please provide an anticipated date for when the site will be made open and available for public outdoor recreation use.

- **Question 47, DESCRIBE DEVELOPMENT PLANNED FOR THE SITE(S) IN ORDER TO ALLOW THE ACQUISITION AREA TO OPEN FOR PUBLIC OUTDOOR RECREATION, AS THIS WILL IMPACT THE NATIONAL HISTORIC PRESERVATION ACT AND NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE. FOCUS ON WHAT YOU REASONABLY EXPECT TO ACCOMPLISH IN THE FIRST THREE YEARS. –** Please describe the development planned for the site(s) for the three years following acquisition. As this will affect the National Historic Preservation Act and National Environmental Policy Act Compliance, please focus on what you reasonably expect to accomplish.

- **Question 48, IF DEVELOPMENT WILL BE DELAYED BY MORE THAN THREE YEARS FROM GRANT CLOSE, EXPLAIN WHY THIS ACQUISITION IS STILL A PRIORITY FOR GRANT FUNDING AT THIS TIME AND DESCRIBE THE OPPORTUNITIES THE PUBLIC WILL HAVE TO USE THE SITE IN THE INTERIM. –** If development will not be delayed for more than three years from the grant close, indicate when development will be complete. If it will not be complete in that time, explain why this acquisition is still a priority for grant funding at this time and what ability the public will have to use the site in the interim.

- **Question 49, IS THIS ACQUISITION AN ADDITION TO AN EXISTING PARK OR OTHER RECREATION AREA? –** Indicate yes or no if this acquisition is connected to an existing park or other recreation area. If yes, how will it support and enhance that existing park?

- **Question 50, IS THE PROPERTY BEING ACQUIRED UNDER THREAT OF CONDEMNATION? –** Indicate yes or no if this property is being acquired under threat of condemnation. If yes, please explain.

- **Question 51, WAS THE PROPERTY LISTED FOR PUBLIC SALE? –** Indicate yes or no if this property was listed for public sale. If yes, please explain how the property owner was made aware of the grant sponsor interest in the property.

- **Question 52, DOES THIS PROJECT INVOLVE DONATED PROPERTY? –** Indicate yes or no if this project involves donated property. If yes, include evidence that the seller was offered the fair market value of the property as just compensation andwillingly chose/is choosing to donate the property instead. If the donation is subject to a waiver of retroactivity, the evidence must pre-date the donation. Please explain your response.

Questions 53-58: PROJECT DEVELOPMENT AND SCOPE OF WORK (QUESTIONS 35-59 ARE WORTH 20 POINTS). This section asks project sponsors to provide information about the construction activities taking place as part of the project.

- **Question 53, PROJECT NAME** – Provide a short name and include the current phase, if the project is being completed in phases; for example, "Memorial Park Aquatic Center Development, Phase I." The project name will be how the project is referred to on the Financial Assistance Agreement, project budget, reimbursement requests, quarterly reports, and inspection reports.

- **Question 54, WHAT NEW FACILITIES WILL BE CONSTRUCTED AS PART OF THE PROJECT? –** What facilities are being constructed as part of this project? Give a brief description of the new facilities that are being added in the project area. If no new facilities are being added write "N/A or No new facilities being constructed."

- **Question 55 WHAT EXISTING FACILITIES WILL BE RENOVATED OR REPLACED (SPECIFY WHICH) AS PART OF THE PROJECT? –** If this is a renovation project, please indicate what existing facilities will be renovated or replaced (specify which) as part of the project. Indicate when the project was initially constructed and when it was last renovated. If the project was constructed or renovated using LWCF funds, please indicate the year(s) and project number(s). The project number will be a seven-digit number beginning with the number 29 (29-xxxxx) and can be located on the Financial Assistance Agreement. Contact GMS staff if you have difficulties determining the project number.

- **Question 56, WHAT GENERAL SITE IMPROVEMENTS (I.E. DEMOLITION, SITE PREPARATION, LANDSCAPING, HABITAT IMPROVEMENTS, ETC.) WILL BE COMPLETED AS PART OF THIS PROJECT? –** Please describe what general site improvements will take place as part of the project. This includes any demolition, site preparation or grading, landscaping, habitat improvements, utilities, or other site improvement activities. If soil is being added to the project area, where is the soil coming from? If soil is being removed, where will it be disposed at? How deep will you dig to bury utilities? How deep will you dig to prep the site for accessible routes, foundations, or playground surfacing?

- **Question 57, WHAT IS THE ANTICIPATED LIFE SPAN OF THE FACILITIES THAT WILL BE FUNDED AS PART OF THIS PROJECT? –** Please tell us what is the anticipated life span of the facilities that will be funded as part of this project. Project sponsor are not required to continue operation of a particular recreation area or facility beyond its useful life. For each item being constructed give the numbers of years the facility will last with proper maintenance and repair.

- **Question 58, PROVIDE A DETAILED PROJECT NARRATIVE** – The Project narrative is one of the most important elements in the application and is the sponsor's opportunity to explain in detail **what will be constructed** as part of this project. In the narrative, project sponsors should answer the following questions:

  - **What is being constructed, rehabilitated/repaired and/or acquired?** Describe ALL aspects of the project that this grant will be funding. Give as much detail as possible including the dimensions of facilities being constructed and the surface depths of disturbance. The answers that were given in Question 54-56 should be expanded on and great details should be given about each components. If the project is one phase of a larger project, indicate which phase and what will be accomplished during this phase only.

  - **Is everything listed in your budget narrative (Question 74), detailed out here?** Make sure that if you have costs listed in the budget narrative that you have talked about it here.

  - **What is the anticipated timeframe of this project, from start to finish?** Is this project "shovel-ready," where the planning stage is sufficiently advanced enough so that the project can begin as soon as funding is secured? Can the project realistically be completed within the required two-year timeframe?

Questions 59-60: PROJECT NEED (UP TO 5 POINTS) asks the sponsor to describe the need for this project. This section is the project sponsor's opportunity to demonstrate to the internal scoring committee **why this project is needed in your community.**

- **Question 59, PLEASE DESCRIBE BOTH THE SHORT AND LONG-TERM OUTDOOR RECREATION BENEFITS OF THIS PROJECT** (include how the project is beneficial and who it benefits). – The projects sponsors should give specific detail about what benefits the community will receive because of this project and who will benefit from the project within the community . Divide your answer by short and long term benefits. Project sponsors should answer the following questions.

  - How is this project beneficial and what will it provide for users? Explain why this project is being proposed and how it will benefit the public. Is there a targeted group that will be most benefited? Does it fill a need for an underserved segment of the population? Priority will be given to projects located where they will serve neighborhoods with significant populations of underserved groups that are lacking in recreation opportunities. These underserved groups include the elderly, minority populations, low-income households, and those with physical or mental challenges. Low-income households are those with incomes at or below the Department of Health and Human Services poverty guidelines. Minority populations include the following five minority groups: Black, Hispanic or Latino, Asian American, American Indian and Alaskan Native, and Native Hawaiian or Pacific Islander. Use the U.S. Census Bureau's My Community Explorer tool (https://experience.arcgis.com/experience/13a111e06ad242fba0fb62f25199c7dd/page/Page-1/) or the U.S. Census Bureau QuickFacts (https://www.census.gov/quickfacts/fact/table/MO/PST045222) to determine if the project area contains higher than average concentrations of these populations when compared to the rest of the community or county in which the project is located. Additionally, the Census Bureau collects data on disability through the American Community Survey and the Survey of Income and Program Participation (https://www.census.gov/sipp/). Other data resources include the KIDSCOUNT Data Center, which provides information about sociodemographic indicators such as households qualifying for the free and reduced lunch program, etc. (http://datacenter.kidscount.org/); and the Center for Applied Research and Environmental Systems (CARES), which provides the ability to create customized interactive maps from a wide range of economic, demographic, physical and cultural data for Missouri (https://cares.missouri.edu/). Project sponsors must **include available data/statistics about the local populations** to be served by the park/recreation area. Refer to the Supporting Documentation Checklist on page 10-12.

  - **Will this project be meeting a need that is currently unmet in the community or will it be addressing a recreational deficiency?**If so, indicate how and describe whether the project will be improving the quality of outdoor recreation experiences within the community or region by creating a new park/outdoor recreational area or by significantly enhancing the quality of an existing park/outdoor recreation area by upgrading the infrastructure. Priority will be given to projects located in areas where existing park/outdoor recreation areas are not of a comparable caliber to park/recreation areas elsewhere in the community or region; or whose park/recreation areas are otherwise inadequate to serve community needs. Also indicate if no other like recreational facilities or activities exist within the community or jurisdiction, and describe how this project will be introducing a new facility or recreational activity. Describe if this project is unique in other ways, such as re-purposing a blighted area or reclaiming an area that was destroyed through a natural disaster; developing a non-traditional recreation area such as an outdoor or experiential education classroom; installing a play space made entirely of recycled or natural materials; etc. Priority will be given to projects that do not duplicate similar facilities within a close proximity or that include a unique aspect.

- **Question 60, INDICATE THE SERVICE AREA THIS PROJECT WILL ENCOMPASS** – choose the category that best describes the service area for this project, whether it will serve a single neighborhood or multiple neighborhoods, or will serve an entire community or multiple communities in a region. If the project will serve multiple neighborhoods or communities, indicate how and tell which communities the projects will serve.

Questions 61-65: PROJECT PLANNING (UP TO 10 POINTS) asks the sponsor to demonstrate that the project is a well-planned and feasible project.

- **Question 61, HOW DOES THIS PROJECT ADDRESS THE STATEWIDE COMPRESHENSIVE OUTDOOR RECREATION PLAN (SCORP) PRIORITIES (REFERENCE GOAL AND OBJECTIVITIES NUMBERS).** – The project sponsor should indicate if the project is fulfilling a need in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) for Missouri, which can be found at: https://mostateparks.com/sites/mostateparks/files/2018-2022%20Show%20Me%20the%20Great%20Outdoors_SCORP_Final.pdf. The 2018-2022 SCORP will be used for this grant round. The SCORP is a five-year planning document that identifies outdoor recreation issues of statewide significance and evaluates the supply of and demand for outdoor recreation resources and facilities in Missouri. The SCORP provides unified guidance to state and municipal agencies as they develop and expand outdoor recreation opportunities for their respective constituents and jurisdictions. Priority will be given to projects that provide opportunity for programs and activities identified in the SCORP, such as opportunities for bicycling, camping, walking, running/jogging, gardening, dog walking, wildlife viewing, fishing, family gathering and youth- related activities. Project proposals to develop facilities listed as priorities in the SCORP will also be given more weight. These include community gardens, trails, outdoor aquatic facilities, campgrounds, target shooting sites, outdoor basketball courts, and sidewalks or pathways that link neighborhoods to parks and green spaces.

- **Question 62, IS THE PROJECT IDENTIFIED IN A LOCAL, SCHOOL, REGIONAL, COUNTY AND/OR PARKS COMPREHENSIVE PLAN, MASTER PLAN OR SPECIAL STUDY? EXPLAIN HOWTHIS PROJECT FITS AS PART OF ANY OTHER PROJECTS PLANNED FOR THE SAME SITE IN THE NEXT THREE YEARS.** – Project sponsors are strongly encouraged to develop project applications that meet high priority needs of the intended clientele. Project proposals addressing needs at regional or local levels will be given priority points. The project sponsor should indicate if the proposed project is included in a regional or local recreation master plan, capital improvement plan, or other land use management plan. If yes, provide the name of the plan, the governing body that adopted or approved the plan, and when the plan was approved or adopted. A **copy of the relevant portion of the plan** must be included with the application. Refer to the Supporting Documentation Checklist on pages 10-12. Project sponsors should also explain how the project fits into other projects planned for the site in the next three years.

- **Question 63, DESCRIBE THE PROCESS THAT LED TO THE DEVELOPMENT OF THIS PROPOSAL AND HOW THE PUBLIC WAS INVOLVED IN ESTABLISHING THE NEED.** – Project sponsors are strongly encouraged to involve the public when determining project need. Public involvement is a means of building support for the project as well as a method for identifying potential partners. The project sponsor should describe the public involvement that led to the selection of the project, such as **public meetings, open houses, surveys**, etc. Refer to the Supporting Documentation Checklist on pages 10-12. The project sponsor should also summarize any feedback or commentary received from the public that shows support for or opposition to the project and indicates the likelihood of use.

- **Question 64, WHAT DESIGN ELEMENTS ARE INCLUDED THAT CONTRIBUTE TO PRESERVING ENVIRONMENTAL RESOURCES AS PART OF ENSURING A QUALITY OUTDOOR RECREATION EXPERIENCE FOR FUTURE GENERATIONS? –** This question is asking project sponsors to describe what steps they will take to avoid impacts to cultural, historical and archaeological resources; threatened or endangered species; wetlands or streams; water and air quality; floodplains; farmlands; lands protected under the LWCF Act; etc. Other factors to consider include landscaping with native species; preventing the spread of noxious or invasive species; minimizing impacts from hazardous waste sites; and sensitivity to environmental justice issues. Project sponsors should also include any design features they will incorporate that will increase sustainability of the project, such as features that provide erosion control and minimize storm water runoff; or design elements that are unique such as use of recycled materials, developing within a smaller footprint (less concrete or asphalt), incorporating energy efficiency (such as use of timers or sensors), installing solar panels, use of graywater, collecting rainwater, etc.

- **Question 65, HOW WILL ACCESS REQUIRED BY THE AMERICANS WITH DISABILITIES ACT (ADA) AND ARCHITECTURAL BARRIERS ACT (ABA) BEING ADDRESSED FOR EACH ELEMENT OF THE PROJECT? DOES THE PROJECT EXCEED THE MINIMUM ADA REQUIRMENTS? –** Federal regulations regarding accessibility and outdoor recreation are promulgated under two separate statutes, the Americans with Disabilities Act (ADA) and the Architectural Barriers Act (ABA). The ADA is a broad federal civil rights law that prohibits discrimination based on disability. The law defines "disability" as "…a physical

or mental impairment that substantially limits a major life activity." The ADA has five main sections, or "titles." Title II covers services and programs of state and local governments such as school districts, townships, cities, and counties. Title II reads in part, "No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity…" For more information about ADA, the U.S. Department of Justice (DOJ) has provided an online manual that helps explain what state and local governments must do to ensure that their services, programs, and activities are provided to the public in a nondiscriminatory manner (https://www.ada.gov/law-and-regs/title-ii-2010-regulations/).To provide guidance on how to comply with the ADA in the development of facilities, the Department of Justice has issued the 2010 ADA Standards for Accessible Design (https://www.ada.gov/2010ADAstandards_index.htm). These designs standards are minimum accessibility standards for buildings and other structures. As of March 15, 2012, compliance with these regulations is required for any new construction and any alterations to existing facilities. The 2010 ADA Design Standards contain technical specifications for building and site elements common to parks and outdoor recreation areas, such as parking, accessible routes, ramps, drinking fountains, and restrooms. It also specifies how many accessibility features must be incorporated in each facility. Sponsors are required to provide accessible parking and accessible routes to connect users to any accessible recreation-related facilities that are subject to the 2010 ADA Design Standards. Additionally, design standards have been developed for specific recreation facilities, such as boating and fishing facilities, play areas and play surfaces, sports facilities, and swimming pools. The design standards can be accessed at https://www.access-board.gov/guidelines-and-standards/recreation-facilities/guides. Project sponsors are required to comply with these design standards and are encouraged to consult with a design professional for assistance to ensure ADA compliance. Additionally, the New England ADA Center has developed a series of ADA checklists that may be useful. The checklists include design standards for parking, access routes, restrooms, fishing and boating facilities, swimming facilities, play areas, etc., and can be found at http://www.adachecklist.org/checklist.html. Explain how access requirements under the ADA and ABA are being addressed in this project. If the project will exceed the minimum ADA requirements, such as incorporating elements that will make it all-inclusive or universally accessible, please describe how and specifically list the elements that meet all-inclusive or universal design. Universally designed recreation experiences have characteristics that make them easier to use by everyone, including people with a variety of abilities and limitations. Designing for universal access means going beyond the minimum requirements of the ADA so that all people in the community or outside the community, including those with disabilities, may enjoy the recreation opportunities provided. Facilities that are designed according to principles of universal design are designed to be usable by everyone, to the greatest extent possible, not just people with disabilities. For more information about seven principles of inclusive playground design, visit https://www.playcore.com/programs/me2.

Questions 66: PARTNERSHIPS (UP TO 2 POINTS) asks the project sponsor to describe any partnerships and donations associated with the project.

- **Question 66: LIST ANY CONTRIBUTING PARTNERS OR DONORS INVOLVED WITH THIS PROJECT AND THEIR INTENDED CONTRIBUTIONS. –** In the "Donor" column, list any individual partners or donors who intend to contribute to the project. In the corresponding "Contribution" column, indicate what each partner or donor intends to contribute, whether it is labor, cash, materials, land or equipment and give the value of the donation. Only include partners that are truly contributing to the project in some tangible way. If vendors are listed as partners, only include vendors who will be donating cash, materials, or equipment. Do not list vendors promising to provide discounts on materials. Discounts are not considered donations and, depending on the cost threshold of materials needed for the project, acquisition of materials may need to be done through the competitive bidding process in order to comply with state and federal purchasing requirements. Reference the Supporting Documentation Checklist on pages 10-12 for the **supporting documentation required** for donations.

Questions 67-74: PROJECT BUDGET AND BUDGET DETAILS (UP TO 23 POINTS) asks the project sponsor to provide information about the project budget, available funding, funding yet to be secured, and to include an itemized description of budget cost categories.

- **Question 67, WHAT ASSURANCES CAN THE PROJECT SPONSOR PROVIDE THAT THERE IS ADEQUATE FUNDING AND MANPOWER TO COMPLETE THE PROJECT WITHIN TWO YEARS** – Information in this question includes assurances that the sponsor's agency has the ability to complete the project within the two-year timeframe, specifically that the sponsor has the upfront cash to begin the project and enough manpower to finish the project. The sponsor should reference supporting documents in their response, such as the **financial assurance letter and letters from donors** and/or partners. Refer to the Supporting Documentation Checklist on pages 10-12.

- **Question 68, HOW WAS THE ESTIMATE OF THE PROJECT'S COST DERIVED? -** Please explain how you arrived at the cost estimate for thisproject. Did you use an engineer's cost analysis to get the estimated cost? Did you do research on the internet to get costs for supplies? Do not list contractor names, because you will be required to follow federal and state procurement procedures in the project is award. Contractors cannot be pre-selected to complete the project.

- **Question 69, WHAT ASSURANCES ARE THERE THAT THE ESTIMATED COSTS ARE REASONABLE? -** Please provide assurances that the costs listed are reasonable. Per 2 CFR 200.404, a cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost. Does the cost compare to market prices in your geographic area? Are the cost recognized as ordinary and necessary to complete the scope of work?

- **Question 70, DESCRIBE ANY PROJECT ELEMENTS OR COSTS THAT WILL IMPROVE SITE RESILIENCY AND FACILITY LONGEVITY, IF ANY.** - Please describe any project elements or costs that will improve site resiliency and facility longevity, if any. For example, "we chose to install concrete sidewalks over compacted rock because it will reduce the cost of maintenance by $X per year and has a lifespan of X years." If none, write N/A.

- **Question 71, FOR EACH COST CATEGORY, FILL OUT THE BELOW BUDGET TABLE WITH THE GRANT AMOUNT REQUESTED AND THE MATCHING AMOUNT PROVIDED BY THE PROJECT SPONSOR AND/OR DONOR** – in the budget table, several categories have been set up in which to enter information pertaining to the project. Separate the project costs into the specific cost categories. All project costs fall within these categories. Enter the costs for each category in the appropriate columns according to who will pay for that portion– either the grant, the project sponsor (matching funds), or a third-party donation (matching funds). Use whole dollar amounts and only enter numbers. Do not enter characters such as dollar signs, commas or decimals. The maximum federal grant amount that may be requested is $500,000 and the minimum federal amount is $25,000. The minimum amount a project sponsor is required to provide as match is 50% of the total project cost. The percent matching funds will automatically calculate by adding the applicant and donor funds to equal the total matching funds, and then by dividing the total matching funds by the total project cost. Refer to the following sample budget table. In this example, the total project cost is anticipated to be $500,000. The project sponsor is requesting $250,000 and is providing a 1:1 match. Of the matching funds, $240,000 is being provided by the project sponsor and$10,000 is being provided by a third-party donation. **There are no points given for overmatching**.

COST CATEGORY	GRANT REQUEST	MATCHING FUNDS		TOTAL PROJECT COST
		APPLICANT	DONATION (by 3rd party)	
1. Planning/Engineering/Environmental Review (≤ 10% of total project cost)	$	$ 35,000	$	$ 35,000
2. Land/Easement Acquisition	$ 100,000	$ 100,000	$	$ 200,000
3. Site Work	$ 20,000	$	$	$ 20,000
4. Demolition and Removal	$	$ 35,000	$	$ 35,000
5. Construction	$ 130,000	$ 65,000	$	$ 190,000
6. Equipment Use	$	$ 5,000	$10,000	$ 15,000
TOTALS	$ 250,000 (Not to exceed $500,000)	$ 240,000	$ 10,000	$ 500,000

- **Eligible Costs** include:
- **Planning/Engineering/Environmental Review** costs. Cost in this category can only be up to 10% of the total project cost. Example: With a total project cost of $500,000, this cost category total must be $50,000 or less. Since project sponsors are encouraged to begin planning their projects early, costs in this category incurred up to 18 months prior to project approval can be used as a pre-award cost. Examples include development of design and/or construction documents; costs associated with the bidding process, such as advertisement and development of bid packets; costs associated with hiring a consultant to conduct environmental reviews or costs associated with cultural evaluation such as archaeological surveys or monitoring.
- **Land/Easement Acquisition/Lease**. A LWCF grant can reimburse up to 50% of the cost (not to exceed the grant

award) to acquire title or easement interest in real property. If costs are listed in this cost category, then Questions 35-52 will need to be completed. Purchase, acquisition or lease of land or right-of-way easements for LWCF projects must be from a willing seller or donor. Additionally, project sponsors must comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, also known as the "Uniform Act" (https://www.ecfr.gov/current/title-49/subtitle-A/part-24) for both purchased and donated land. Requirements under this act include conducting an appraisal and an appraisal review, as well as notifying the landowner of their rights under the law. Project sponsors may request grant funding to acquire land or easements but cannot take ownership of the property until the National Park Service has approved the project and the Department of Natural Resources has issued a notice to proceed. Project sponsors may use the value of newly donated or newly purchased property as match if it was acquired up to 18 months prior to the grant award, was acquired specifically for the project and complies with the provisions in the Uniform Act. Consult with GMS staff before listing the value of newly acquired property as match. The value of land already owned or managed by an agency, such as land already established as a park, cannot be used as match. The value of land transferred from one governmental agency to another also cannot be used as match, unless it is purchased from that agency, subject to the following conditions:
The land was not originally acquired by the other agency for recreation.

- No federal assistance was provided in the original acquisition.
- The selling agency is required by law to receive payment for land transferred to another public agency. Examples would be public school land that can be used for non-school purposes only through payment to the school agency.

Refer to the Supporting Documentation Checklist on pages 10-12 for the various documentation required to demonstrate ownership, access and/or intent to donate.

- **Site Work** costs include labor and materials to prepare the site for this project. The cost should include excavation, grading, burial of overhead wires and utilities, and landscaping. All electrical or communication lines must be installed underground. Existing lines must be buried, removed, or relocated as necessary. Future lines must also be underground.

- **Demolition and Removal** costs are eligible for reimbursement. This should include the labor and materials costs to remove old equipment or facilities from the project site.

- **Construction cost**, materials, supplies and labor cost, are eligible for reimbursement and include all necessary construction activities to complete the project site. Labor costs that maybe requested in the "Grant Request" column include contracted labor and consulting services. Salaries of In-house staff are eligible for the project sponsor's match, as is volunteer labor. For contracted labor, projects must comply with the MO State Prevailing Wage Law and the LWCF program is exempt from the provision concerning the Davis-Bacon Act. Use of an agency's internal labor force should be valued at the current hourly rate of individual employees working on the project (round to nearest dollar). A volunteer's donated time should be valued at the current minimum wage rate per hour (round to nearest dollar) unless the person is professionally skilled in the work being performed on the project. When this is the case, the wage rate this individual is normally paid for performing this service may be used. Materials for new construction or for renovation of recreation facilities include, but are not limited to, picnic areas, camping facilities, sports and play fields, outdoor play courts, swimming or aquatic facilities, boating or fishing facilities, trails, winter sports facilities, outdoor ice rinks, natural areas, passive parks and amphitheaters. Examples of eligible materials costs associated with these types of facilities include ADA compliant playground equipment and ADA complaint play surface materials; asphalt, concrete or gravel for parking lots and entrance roads; materials for sports fields, such as permanent goalposts, backstops, etc.; materials for walking/running tracks; materials for bridges, boardwalks, etc; materials for buildings such as picnic shelters and campgrounds; lighting; benches; water fountains; signage; etc. Donated materials should be valued at their fair market value and are only eligible for the project sponsor's match. Materials for new construction or renovation of eligible support facilities which include, but are not limited to, walkways, utilities, roads, parking, lighting, restrooms, concession, and maintenance buildings.

- **Use/operation of in-house equipment** for project construction**.** This cost category only applies to in-house equipment use or rental equipment. Equipment used by a contractor should be under the construction cost category. Use the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates to determine the cost of operating various pieces of mechanized equipment (https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates) (round to the nearest dollar) Labor costs for equipment operators using the equipment are not included in the rates and should be entered in the appropriate cost category for the activity that is occurring.

- **Ineligible Costs** include:
  - **Routine maintenance**, which includes work that should be conducted on a frequent basis in order to keep a park or recreation area in its originally constructed state.
  - **Overhead costs** that include regular operating expenses, such as equipment usage for routine maintenance, building rent and upkeep, utilities, insurance and fixed costs associated with a business, agency or group.
  - **Indirect costs,** which typically represent the regular expenses of doing business. Only costs that are directly related to the project are eligible.
  - **Budget contingencies**, add the contingency cost into each line-item cost.
  - **Ceremonial or entertainment expenses** or any other costs associated with ground breaking, opening or ribbon-cutting ceremonies.
  - **Publicity or promotional costs**, such as brochures or other print materials, website development, etc.
  - **Appraisals, title searches** or other incidental costs related to land acquisition, even if the acquisition is a project cost.
  - **Equipment purchase**, such as hammers, ladders or lawn mowers.
  - **Payments to one vendor in excess of $25,000**, if the vendor was not selected through a formal bid process as per state and federal requirements.

- **Question 72, WHAT PERCENTAGE OF THE SPONSOR'S MATCH IS SECURED (I.E., CASH IN-HAND)** – At least 75% of the match must already be secured to apply. This question asks the sponsor to identify what percentage of the project match is immediately available to start the project. These funds may include in-house (force account) labor and use of in-house equipment, in addition to funds deposited into a bank account(either sponsor funds or donated funds). If the sponsor has received donation pledges for a portion of the match but has not yet received those funds, indicate what percentage is yet to be secured. If a portion of the match is reliant upon upcoming fundraising efforts, describe those efforts and explain any alternate plans for providing the required match if future fundraising efforts are unsuccessful.

- **Question 73, ARE ANY ELIGIBLE PRE-AWARD COSTS INCLUDED AS PART OF THE GRANT REQUEST?** – Indicate yes or no if any pre-award costs are included as part of the project. Pre-Award costs are only allowed in the Planning/Engineering/Environmental Review cost category and includes design of the project, hiring a firm to complete the environmental review of the application and a Cultural Resource Survey. If yes, indicate the date from when those costs started being incurred, the total amount of the pre-award costs anticipated to be incurred before the grant start date, and whether they are included for match purposes or for reimbursement. Please remember that these costs can only be incurred up to 18 months prior to the date of project approval. Please make sure these costs are included in the budget narrative in Question 74 and are clearly marked **PRE-AWARD**. A copy of the invoice should be included with the supporting documents.

- **Question 74, PROVIDE DETAILED INFORMATION ABOUT BUDGET ITEMS WITHIN EACH COST CATEGORY** – in the space provided on the application, project sponsors should list detailed itemized cost estimates for each of the cost categories included in the budget table. Do not write in paragraph form, this should be an itemized list. Make sure to have costs for all elements of the project that are mentioned in the Project Narrative (Question 58). Do not specify any vendors or brand names in the estimates. If you have a cost estimate from an Engineer and the cost will fit into the space provide, transfer the budget estimate into the application. The more details provided will make it easier to tell if costs are eligible for LWCF funding. For instance, provide a materials list that includes units and price per unit. A detailed cost breakdown of in-house labor should be included as well. See sample budgets below. The total of the itemized cost breakdowns should match the totals for each category on the budget table. All costs for this project, including match, should be listed in the budget narrative. If no costs are listed in the budget table for the cost category, then the cost category does not need to be listed in the narrative.

SAMPLE BUDGET NARRATIVE FOR USING IN-HOUSE LABOR AND EQUIPMENT:

Planning/Engineering/Environmental Review (Total Cost: $XXX)
- Cultural Resource Survey (Pre-Award) - $XXX
- Engineering & Design (Pre-Award) - $XXX
- Environmental Review (Pre-Award) - $XXX

Land/Easement Acquisition (Total Cost: $XXX)
- Land – total acres at $XXX/acre = $XXX

Site Work (Total Cost: $XXX)
- Grading and excavating – 1 equipment operator at $XXX/hour by # of hours = $XXX
- Burying Electrical – 2 workers at $XXX/hour by # of hours = $XXX
- Landscaping – 2 workers at $XXX/hour by # of hours = $XXX
- Trees – total # of trees at $XXX/tree = $XXX
- Electrical Wire – total linear feet at $XXX/linear feet = $XXX

Demolition (Total Cost: $XXX)
- Removal of shelter and playground – 2 equipment operators at $XXX/hour by # of hours = $XXX
  2 workers at $XXX/hour by # of hours = $XXX

Construction (Total Cost: $XXX)
- Cement – total square feet at $XXX/square feet = $XXX
- Rebar – total linear feet at $XXX/linear feet = $XXX
- Lumber for shelter – total square feet at $XXX/square feet = $XXX
- Bollards – total # at $XXX/bollard = $XXX
- Playground Structure 5-12 years old = $XXX
- Playground Structure 2-5 years old = $XXX
- Swing Set = $XXX
- In-ground merry-go-round = $XXX
- Web climber = $XXX
- Playground Rule Sign = $XXX
- ADA Signs = $XXX
- 2 equipment operators at $XXX/hour by # of hours = $XXX
- 2 workers at $XXX/hour by # of hours = $XXX

Equipment Usage (Total Costs: $XXX)
- Bulldozer (FEMA #) at $XXX/hour by # of usage hours = $XXX
- Trencher (FEMA #) at $XXX/hour by # of usage hours = $XXX
- Dump Truck (FEMA #) at $XXX/hour by # of usage hours = $XXX

SAMPLE BUDGET NARRATIVE FOR USING CONTRACTOR:

Planning/Engineering/Environmental Review (Total Cost: $XXX)
- Cultural Resource Survey (Pre-Award) - $XXX
- Engineering & Design (Pre-Award) - $XXX
- Environmental Review (Pre-Award) - $XXX

Land/Easement Acquisition (Total Cost: $XXX)
- Land – total acres at $XXX/acre = $XXX

Site Work (Total Cost: $XXX)
- Mobilization = $XXX
- Grading = $XXX
- Burying Electrical = $XXX
- Landscaping = $XXX

Demolition (Total Cost: $XXX)
- Removal of shelter and playground = $XXX

Construction (Total Cost: $XXX)
- Shelter = $XXX
- Playground Structure 5-12 years old = $XXX
- Playground Structure 2-5 years old = $XXX
- Swing Set = $XXX
- In-ground merry-go-round = $XXX
- Web climber = $XXX
- Playground Rule Sign = $XXX
- ADA Signs = $XXX

Questions 75-84: Environmental Resources Survey (Up to 10 Points): The tables provided in this section serve as a record of the environmental resources present at the site, whether the proposed action is likely to have a significantly negative impact on those resources, and whether further information is needed to determine the potential impact. Review the listed resources and identify any resources that may be significantly impacted by the action. The environmental resources survey should be completed with professional input from resource experts and in consultation with relevant local, state, and federal governments, as appropriate. The cost to hire a professional environmental consultant is an eligible pre-award cost and can be included in the budget table (Question 71) and narrative (Question 74). Also make sure to include the pre-award costs in Question 73.

- **Question 76, TABLE 1 –** For each resource indicate if positive impacts or negative impacts are anticipated to result from the action or if further information is needed to determine the potential impact. If this project will have "no effect" on the resource, mark no impact. After each resource, you will need to write a brief explanation on how you determined the impact and identify which sources you used to determine the impact. If the resource is not located within the project area (example: Water: Coastal Barrier Resource or Coastal Zones), mark not present. Do not include short term impacts as negative unless a Federal Permit is required to satisfy those impacts. Any negative impacts should have mitigation measures described in Question 78. If unknown impact is marked, indicate what information needs to be collected to answer the questions or who you need to contact to get guidance from. The reports and maps used to determine the impact to the resources should be included in the supporting documents.

1) Air Quality - Most LWCF projects and project-related activities are exempt from air quality conformity requirements of the Clean Air Act, unless the project is considered "regionally significant" as defined by 23 CFR 450.104 (https://www.ecfr.gov/current/title-23/part-450) or is located in a nonattainment area. Projects outside the Springfield, St. Louis and Kansas City Metropolitan Planning Organization (MPO) areas generally will not meet the definition of "regionally significant." For projects within the Springfield, St. Louis and Kansas City MPO areas, the project sponsor will need to coordinate with the MPO to determine the level of analysis required. For MPO contact information, see https://www.modot.org/missouri-metropolitan-planning-organizationss . Air quality standards also regulate open burning. Open burning of tree trunks, tree limbs and vegetation from land clearing operations is allowed without a permit if untreated and done in accordance with state regulations. For information about those requirements, please go to DNR's website: https://dnr.mo.gov/document-search/facts-open-burning-under-missouri-regulations-pub2047/pub2047 . Local jurisdictions (i.e., municipalities, counties, etc.) may have additional restrictions on open burning. Prior to conducting any open burning, the project sponsor should contact the city or county of jurisdiction for any local restrictions or required permits. Any permits required should be listed in Question 81.
2) Circulation and Transportation – Evaluate the impact of your project on circulation and transportation. Will this project be adding in ADA parking spaces or accessible routes (positive)? Will this project construct or renovate the parking lot area (positive)? Will this project be adding a trail around the park to connect different areas of the park together (positive)?
3) Climate – Will this project impact climate change in a positive or negative way? Look at how you answered Question 70, did you list positive impacts to the project.
4) Contamination or Hazardous materials – Evaluate what, if any, contamination or hazardous materials are present in the project area and how this project will impact those materials. To assist you with determining the potential for hazardous substance at or adjacent to your project site, DNR has provided Missouri E-START, an online map of hazardous waste and petroleum storage sites (https://apps5.mo.gov/ESTARTMAP/map/init_map.action). Zoom in to make sure the entire park is being shown and some of the surrounding neighborhood. Check all the boxes in the legend and move the legend so you can read most of it. Use the snipping tool or print page to capture the entire screen (including Legend and Park area). Convert to a .pdf and print **Hazardous Waste Map** in color. If there is a symbol within the park or on adjacent property, click on it and Print Summary Page. Demolishing an old building that contain asbestos, using appropriate methods of hazardous materials abatement or using a previously remediated site as a new outdoor recreational site is a positive impact.
5) Endangered Species – The Endangered Species Act (ESA) requires that federal agencies, in consultation with the U.S. Fish and Wildlife Service (USFWS), ensure that any actions they fund, authorize, or carry out will not jeopardize the continued existence of federally-listed threatened or endangered (T&E) species or destroy or adversely modify designated habitat critical to those species. To evaluate the project's impact to federally listed T&E species or their habitat, use the USFWS's Information for Planning and Conservation (IPaC) search tool to

request an official species list of T&E species and the presence of critical habitat that should be considered when evaluating the potential impacts of your project. The IPaC search tool can be found at https://ecos.fws.gov/ipac/, and will require you to enter information about your project and delineate your project's boundaries on an online map. You will need to log in (create an account if necessary) to the IPaC Website to get the Official Species List. Once logged in, click "Get Started" and in box 1 type in the address for the park. Use the polygon to draw around the boundary of the entire park and click finished drawing. On the new page click "Define Project" in the box that says "What's Next." Type in the Project Name (Question 53) and Scope of Work (Question 58). Now click on "Request Species List." Then you will need to click "Yes, Request a Species List" and fill out the questions that are asked. Federal Funds from the National Park Service are being used to complete this project. The Official Species List will be added to "My Projects" within about 30 minutes. Print the IPaC report and include it with the supporting documents. After receiving the Official Species List, you should go to Step 2 and do the Evaluate determinations. Do the determination key for Northern Long-eared Bat Rangewide. Answer all the questions based off of the scope of work of the project. Print the concurrence letter and submit with supporting documents. If the report you print has a watermark across it that says "not for consultation," this report is not correct and you will need to go back and print the Official Species list. In addition to determining your project's impact on federally listed T&E species, you must also determine its impact on state-listed endangered species or species and habitats of conservation concern by entering your information into the Missouri Natural Heritage Review Website (https://naturalheritagereview.mdc.mo.gov/). You will need to follow the website's instructions for creating a user login and password, and for entering your project information and project boundary. Once logged in, click on "Map" and then click "Create Project". Draw a polygon around the entire park and click "Accept." Enter the Project Name (Question 53) and expand "Recreation" and pick your project type. Click "Submit." A .pdf report will be generated and you should print and include it with the supporting documents. If you have a level 2 or 3 MO Heritage Report, you should contact MDC for further review. **IPaC and MO Heritage Reports** expire after 6 months, so don't use an old report. Go create a new report if it is outdated. After a review of the species and habitats listed on the Official Species List and Natural Heritage Report that have potential to be located your project area, you must conduct an evaluation, see IPaC Report, to determine if your project may affect those species or their habitats. You must indicate in the space provided whether impacts are anticipated and you must summarize your project impacts, for each species listed. If you have species listed on the IPaC, you must contact the Missouri Ecological Service Field Office (contact information in the IPaC Report) to get their concurrence that you will not be affecting these species. A USFWS template letter can be found on page 19. Will you be removing trees during this project and if so when? If so, how will that impact any endangered bat species that may be present in the project area? Will this project construct a pollination garden to help the endangered dragonfly and butterflies?

6) Geological Resources – Will your project impact geological resources? Are you controlling runoff due to impervious surfaces that are created during the project (positive)? Have you changed the slope of the project area that will now create runoff (negative)? Are you developing a rain garden to control the runoff (positive)?
7) Historic or cultural resources –Section 106 of National Historic Preservation Act (NHPA) requires federal agencies to consider the effects on historic properties present in projects they carry out, approve or fund. The State Historic Preservation Office (SHPO) is the agency authorized for ensuring Section 106 compliance. To initiate a Section 106 Review, submit a **Review and compliance Information form and supporting documents** to SHPO. The entire scope of work of the project should be reviewed by the SHPO office. Instructions for completing and submitting the form are found at: https://mostateparks.com/page/84261/section-106-review. The form is a fillable PDF requiring Adobe Acrobat Reader, available as a free download fromhttps://get.adobe.com/reader/. You will also be required to submit topographic maps of the site, project plans and photos of any existing structures. To find quadrangle maps, visit the U.S. Geological Survey's National Map website at https://apps.nationalmap.gov/viewer/. **This is a 30 day process so start the Section 106 Review early in order to have SHPO concurrence by the time the application is due**. The **SHPO concurrence letters** are valid for three years as long as the scope of work has remained the same with no changes. If changes have occurred in the scope of work, a revised Section 106 Review should be submitted. The project description that is on the Section 106 form should match the scope of work (Question 58) from this application and should include the surface depths from Question 82. Try to answer the following questions when filling out the project description of the Section 106 form: Is the area already disturbed? How deep will you be digging? Will you be using heavy equipment and how will get it get to project area? Will you be bringing in fill/borrow, if so from where will it come? If removing fill from project area, where will it be disposed at? An example, a project will construct a 30'

X 50' pavilion, the concrete pad will disturb an area of 40'X60' and be dug in 6 inches and the footings will be between 18"-24" deep. If the information you provided is sufficient to make a determination, SHPO will send you a concurrence letter. Include a copy of it along with your 106 submission documents.

If the information you submitted is not sufficient to make a determination, SHPO will send you a letter requesting additional information or may require that a professional archaeologist or architectural historian conduct a cultural or archaeology survey. Coordinate with SHPO on the requirements of the survey and completing a Section 106 Survey Memo Form. Cost of the Cultural Resource Survey can be used as a pre-award for the grant so make sure to list in Question 71, 73 and 74. Once the survey has been completed and reviewed by SHPO, indicate the determination results from the survey and attach the concurrence letter from SHPO and a copy of the survey. If your project has an adverse effect determination, further consultation between SHPO, your organization, the Grants Management Section staff with Missouri State Parks and the NPS is required. A Memorandum of Agreement (MOA) between your organization, the NPS, GMS, and SHPO may be required, outlining avoidance measures. If funded, the MOA will be negotiated by the National Park Service. If through consultation, you have made commitments required by SHPO for avoiding, minimizing or mitigating resource effects on historic properties, explain those in Question 78.

8) Invasive Species – How will your project address any invasive species? Are any invasive species present in the project area? Does your project include landscaping with native species and implementing measures to prevent the spread of noxious or invasive species (positive)? Are you removing noxious weeds and plants from the project area (positive)? Are you planting fast growing grasses to stabilize soil that has been disturbed (positive)? For information about controlling noxious weeds, see the Missouri Department of Agriculture website at: https://agriculture.mo.gov/plants/pests/noxiousweeds.php. Project sponsors are not permitted to plant invasive species as part of their project.
9) Land Use Plans – Do you have a land use plan for this park? Does the current proposal fit into land use plans for the park? If the land is leased, do you have more than 25 years on the lease (positive)?
10) Lightscapes – Will the project impact any dark-sky areas? Are you replacing lights to be energy efficient lights or have timers on them (positive)? Are you installing lights to help with security and safety of the park (positive)? Are night switches being installed to lower lights at night for wildlife or will the lights turn off when park is closed for the night (positive)?
11) Migratory Birds and Bald and Golden Eagles – For a list of migratory birds see 50 CFR 10.13. To determine if there are migratory birds within the project area, use the Rapid Avian Information Locator (RAIL) at https://data.pointblue.org/apps/rail/. Type the park address is in the upper right-hand corner in the search bar. They click on "Select Area" and draw a box around the park. Click on "Get Results". Once Species Results appear, click on "Filter Results". Under Habitat Category, click project location, such as Town. Under "Conservation Status" click Federally Threatened or Endangered and click Yes, for "Bird of Conservation Concern". Then hit apply. Use the Snip It tool or print screen to show all birds listed (**RAIL Map**). If no species are found, print screen to prove that search was completed and include with supporting documents. Are there eagle nests within the Park? If yes, you will need to apply for an Eagle Disturbance Take Permit. To find out more information about Bald and Golden Eagle Protection Act and Permitting, see https://www.fws.gov/program/eagle-management/eagle-incidental-disturbance-and-nest-take-permits#FindingEagles. If a permit is required it should be list in Question 81.
12) Recreation Resources – Are you adding new outdoor recreation opportunities to the park? Are you renovating the park to make it better than it was before? The entire scope of work for this project should be a positive impact.
13) Socioeconomics – Evaluate socioeconomic impacts to the park. Will the construction of this facility cause competition with the private sector? What is the economic impact? Will there be an increase in economic activity as a result of the project?
14) Sound – What impact will the project have on sound? Will there be a significant change in noise that would affect the ambiance of the park? For example, are you creating a shooting range or motorized trail? If so, what are doing to reduce the impact of noise from the shooting range or motorized trail? Will the project be constructed in a federally protected wilderness area or sensitive habitat area (negative)?
15) Unique Ecosystems – Please identify any unique ecosystems, such as biosphere reserves, world heritage sites, or old growth forests. If none, mark Not Present.

16) Water Quality or Quantity – Identify how you are impacting water quality or quantity. For example, are you creating a splash pad with water filtration or reuse system (positive)? Are you impacting the ground water table? Will this project renovate a sports field to help decrease standing water on the field (positive)?
17) Water Costal Barrier Resources – There are no coastal barrier waters located in Missouri, mark Not Present.
18) Water Marina & Estuarine – Identify any impacts to water marina or estuarine resources. Is this project also eligible for Dingell-Johnson or Wallop-Breaux Act funding (boat or fishing access)? Will this project create a beach or install breakwaters (positive)? Will this project create an ADA fishing dock or marina (positive)? If you do not have a marina or estuarine within the project scope of work, mark Not Present.
19) Water Stream Flow – The U.S. Environmental Protection Agency has information about Stormwater Discharges from construction activities and the permits that are required at: https://www.epa.gov/npdes/stormwater-discharges-construction-activities. Are you disturbing more than 1 acre of land? Will sedimentation in nearby streams occur (negative)? Will this project be diverting or damming a stream (negative)? If a permit is required it should be list in Question 81.
20) Water Wetland and Floodplains – All projects need to print a **Wetland Map** as part of the supporting documentation. The Wetland Mapper website provided through the National Wetlands Inventory is https://www.fws.gov/wetlands/Data/Mapper.html. Click on Wetlands Mapper, in the top right under "Find Location" add the address for the Park. Zoom in or out to include the entire area of the park. Make sure Wetlands, Riparian and Data Source are checked under Map Layers. At the top right click on "Print," and enter Project Name (Question 53), then click "Print." Once the print job is created, click on Project Name and print the .pdf that is created in color. If this map, shows wetlands within the park, you must consult with the U.S Army Corp of Engineers (USACE) about the effects of the project on the jurisdictional waters within the project area. They will determine if your project will have a positive or negative impact and will let you know if you need a permit. If a permit is required add it to Question 81. List the mitigation measures that USACE provided in Question 78. **All correspondence** should be included with the supporting documents. The USACE template letter can be found on page 21. For the **Floodplain Map**, you should use the map and information from Question 18. Only one copy of the floodplain map needs to be included with the supporting documents.
21) Soil Map and Prime Farmland Map - To determine if your project site will be converting prime or unique farmland, use the Natural Resource Conservation Service Agency's (NRCS) Web Soil Survey at https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx. This site will provide the Soil Map and Farmland Map and should be included with the supporting documents. Under the Quick Navigation – Address, add the address for the park and click "View." Under Area of Interest use the hand icon to move the map to the project area. Use the + icon to zoom into the project area. Click on the AOI Polygon to draw a polygon around the project area. You do not need to include the entire park in the area, such the area you will be affecting with this project. Double click to create the AOI. If the AOI is not correct, click on "Clear AOI" and redraw. If the AOI is correct, go to the top of website and click on the "Soil Map" Tab. On the top right hand side click "Printable Version." Add the project Name to the Custom Subtitle and click View. Download and print the **Soil Map** in color. Return to the USDA website and at the top of the website click on "Soil Data Explorer" Tab. Under Suitabilities and Limitation Ratings, click the down arrow for "Land Classifications." Then click the down arrow for "Farmland Classification," and click on "View Rating." Once map has been filled in, click on "Printable Version" and add the Project Name (Question 53) and click on "View." Download and print the **Farmland Map** in color. It should be about 5-6 pages long. If the soil survey indicates that your project will impact prime or unique farmland, you will need to complete parts I and III of the Farmland Conversion Impact Rating Form https://www.nrcs.usda.gov/sites/default/files/2024-05/ad-1006.pdf and submit the form to your local NRCS field office at https://www.nrcs.usda.gov/conservation-basics/natural-resource-concerns/land/cropland/farmland-protection-policy-act. Coordinate completion of the form with the NRCS to determine if impacts generate a score of 160 or higher and any mitigation measures required to minimize those impacts. Attach a copy of the soil survey and, if your project will be impacting prime or unique farmland, include the completed Farmland Conversion Impact Rating Form with supporting documents. List those measures in Question 78. If there are no impacts to prime or unique farmland or the score on the Farmland Impact Rating Form is less than 160, then no commitment statement is necessary.

- **Question 76, TABLE 2 -** This is a list of mandatory impact criteria that preclude the use of a categorical exclusion. If you answer "yes" for any of the mandatory criteria, you must develop an Environmental Assessment (EA) or Environmental Impact Statement (EIS) regardless of your answers in table 1. If an EA or EIS is required, a copy should be included with the Supporting Documents.

- **Question 77, HAVE THERE BEEN ANY PREVIOUS NEPA DOCUMENTS THAT ARE RELEVANT TO THIS PROJECT OR THIS SPECIFIC SITE? –** Indicate yes or no if there have been any prior environmental reviews completed on this specific project or this site pursuant to the National Environmental Policy Act. If yes, please include a copy of the summarized findings and include page number references to where the findings are located in the document.

- **Question 78, EXPLAIN ANY NEGATIVE OR UNKNOWN IMPACTS IDENTIFIED IN QUESTION 75 (TABLE 1) OF THE ENVIRONMENTALRESOURCES SURVEY, OR ANYBOXES MARKED AS "YES" IN QUESTION 76 (TABLE 2).** Please provide an explanation for any negative or unknown impacts identified in table 1 of the Environmental Resources Survey, or any boxes marked "yes" in table 2. Discuss all mitigation measures that are required from federal and state agencies to protect the resources within the project area.

- **Question 79, HOW WAS THE INFORMATION IDENTIFIED IN THE TABLES DERIVED AND WHAT SORUCES OF DATA WERE USED TO JUSTIFY THE IMPACT SELECTION?** – List all the websites and reports you used to derive your answers to table 1 and 2. If you consulted with USACE or USFWS, list which resources from table 1 and 2 they consulted on and include all correspondence between your agencies with the supporting documents. All maps and reports used should be included with the supporting documents.

- **Question 80, WHO CONTRIBUTED TO FILLING OUT THE ENVIRONMENTAL RESOURCES SURVEY? –** Provide the name, title, and experience for all individuals who are assisting in reviewing the environmental documentation. What qualifications do they have that provide the necessary resource expertise to determine impact significance?

- **Question 81, LIST ALL REQUIRED FEDERAL, STATE, AND LOCAL PERMITS/APPROVALS NEEDED FOR THE PROPOSAL AND EXPLAIN THEIR PURPOSE AND STATUS.** - Please provide a list of all federal, state, and local permits/approvals needed for the proposal and explain their purpose and status. To ensure that your project follows all permitting requirements, it is recommended you visit DNR's Permitting website (https://dnr.mo.gov/permits-certifications-registrations-licenses) to determine which, if any, permits may be required. Additionally, you are expected to be familiar with and comply with any local permitting requirements that apply to your project. Below is a summary of permits you may be required to obtain.

    - **404/401 Permit** - In order to determine if your project will require a 404 Permit and a 401 Certification, you will need to establish if any of the following are in your project location: creek or stream channel (even if the bed is currently dry); lake; river; drainage ditch or wetlands. If any of the above conditions exist within your project area, then you will need to determine if your project has the potential to impact any jurisdictional water. Project sponsors are strongly encouraged to hire or consult with a professional who is qualified to identify wetlands and other jurisdictional waters to determine if the project will have an impact on those resources. Many activities involving relatively minor impacts are authorized under Nationwide Permits, or NWPs. To find out if your project falls under a NWP, you will need to contact the USACE District Office that oversees the district in which your project is located. The USACE will indicate whether your project is covered under a NWP or if you will be required to complete an individual 404 permit application (http://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Obtain-a-Permit/). The USACE will then send you a letter authorizing your project under a particular permit, and will send a copy of your letter to MoDNR. If the USACE's letter to you indicates that MoDNR has "conditionally certified" your activity and the letter includes MoDNR's conditions, you will not need to contact MoDNR for further certification. If the USACE's letter to you indicates that you must obtain an individual 401 certification, please follow the instructions for submitting your application materials to MoDNR, which can be found at https://dnr.mo.gov/water/business-industry-other-entities/permits-certification-engineering-fees/section-401-water-quality.

    - **Drinking Water Construction, Engineering and Permit to Dispense** – A water system must obtain a construction permit from MoDNR prior to construction of a new public water system, expansions, alterations or modifications of an existing public water system. This includes waterline extensions, waterline replacements, drilling a water supply well, construction a storage tank, adding a disinfections system, treatment changes, building a pump station or other improvements or modifications. To apply for a drinking water construction permit see

https://dnr.mo.gov/water/business-industry-other-entities/permits-certification-engineering-fees/public-drinking-water-systems/construction-engineering-permit-dispense.

- **Land Disturbance Permit** - The Missouri Department of Natural Resources' Water Protection Program (WPP) implements the National Pollutant Discharge Elimination System (NPDES) Program, including permitting, administrative, and enforcement, as outlined in Section 402 of the federal Clean Water Act. DNR requires a Land Disturbance Permit for projects that disturb one or more acres or disturb less than one acre when part of a larger common plan of development that will disturb a cumulative total of one or more acres over the life of the project. A permit must be obtained and a Stormwater Pollution Prevention Plan written prior to starting land disturbance activities. For your convenience, DNR has created the ePermitting system to allow you to apply for your Land Disturbance Permit online (http://dnr.mo.gov/env/wpp/epermit/help.htm). To log onto ePermitting, you must enter through DNR's Missouri Gateway for Environmental Management (MoGEM) (https://dnr.mo.gov/mogem/). Also check with your county to make sure that you don't need a Land Disturbance Permit from the County too.

- **Burn Permit** - The Clean Air Act (CAA) is the federal law that regulates air emissions. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. Most LWCF projects and project-related activities are exempt from air quality conformity requirements of the CAA, unless the project is considered "regionally significant" as defined by 23 CFR 450.104 (https://www.ecfr.gov/current/title-23/chapter-I/subchapter-E/part-450) or is located in a nonattainment area. Projects outside the St. Louis and Kansas City Metropolitan Planning Organization (MPO) areas generally will not meet the definition of "regionally significant." For projects within the St. Louis and Kansas City MPO areas, the project sponsor will need to coordinate with the MPO to determine the level of analysis required. For MPO contact information, see http://www.fhwa.dot.gov/modiv/programs/mpo.cfm. If a project is determined to be regionally significant, conformity will be demonstrated through an established process for inclusion in a metropolitan Transportation Improvement Program (TIP). Indicate on the NEPA Determination Form if your project is in either the St. Louis or Kansas City MPO and provide documentation that you've coordinated with the MPO in determining if your project is considered regionally significant. Air quality standards also regulate open burning. Open burning of tree trunks, tree limbs and vegetation from land clearing operations is allowed without a permit if untreated and done in accordance with state regulations. For information about those requirements, please go to DNR's website: https://dnr.mo.gov/document-search/facts-open-burning-under-missouri-regulations-pub2047/pub2047. Local jurisdictions (i.e., municipalities, counties, etc.) may have additional restrictions on open burning. Prior to conducting any open burning, the project sponsor should contact the city or county of jurisdiction for any local restrictions or required permits.

- **Question 82, HAS A PHASE I CULTURAL RESOURCE SURVEY WITH SHOVEL TESTING BEEN CONDUCTED WITHIN THE PROJECT?** – Indicate yes or no if there have been any previous Phase I Cultural Resource Survey with shovel testing completed that included this site within the area of potential effects. If **NO**, describe any construction planned as a result of the project (including the surface area depth). Try to answer the following questions: Is the area already disturbed? How deep will you be digging? Will you be using heavy equipment and how will get it get to project area? Will you be bringing in fill, if so from where will it come? If removing fill from project area, where will it be deposed at? An example, this project will construct a 30' X 50' pavilion, the concrete pad will disturb an area of 40'X60' and be dug 6 inches deep and the footings will be between 18"-24" deep. These depths should also be included in the Section 106 review from that you sent to SHPO. If yes, attach **a copy of the survey,** summarize findings, and include page number references below.

SUPPORTING DOCUMENTATION CHECKLIST – the checklist is provided on the application as an aid to project sponsors and should be completed before submitting the application packet. For a detailed summary of each required item, see pages 10-12 of this guide.

CERTIFICATION OF RESPONSIBLE PERSON – a responsible official of the sponsor's agency **must** sign and date this section to complete the application, or the application will not be scored. The responsible person should be the individual listed in the Resolution. Examples of responsible officials include mayors, city managers or administrators, parks and recreation department directors, chief financial officers, etc. For Public School Districts applying for funds, the superintendent must be the responsible

official. The responsible official does not need to be the contact person listed on the application but does need to read the application and have an understanding of the requirements of administering the grant, should one be awarded. The responsible official **cannot** be an independent grant writer who is not affiliated with the agency. An incomplete or inaccurate application packet will be ineligible for scoring.

Question U.S. Armed Forces - To be filled out by the application preparer about themselves and their family members.

APPENDIX C. GRANT ROUND EMAIL NOTIFICATION EXAMPLE

The Missouri Department of Natural Resources, Division of State Parks, is pleased to announce that the 2026 grant rounds for the Land & Water Conservation Fund (LWCF) is now open. LWCF grants are available to cities, counties and public school districts to be used for outdoor recreation projects. For more information about this program, to download the grant application, and to register for a grant application workshop, visit https://mostateparks.com/page/55065/outdoor-recreation-grants**.** For questions, contact grants management staff at mspgrants@dnr.mo.gov. Deadline to apply is November 14, 2025.

APPENDIX D. LWCF GRANT APPLICATION SCORING MATRIX

Land and Water Conservation Fund
FY 2026 Grant Application Score Sheet

Sponsor:	**Application Number:**	
Project Title:		
Project Scope:		
Amount Requested:	**Application Rank:**	
County:		
GMS Comments:		
Review Committee Scoring Section:		**Points**
Project Sponsor's Background & Prior Performance (#9-11)	Up to 10 points	
Project Location & LWCF Boundary Information (#12-28)	Up to 10 points	
Property Management & Stewardship (#29-34)	Up to 10 points	
Real Property Acquisition, Project Development, & Scope of Work (#35-58)	Up to 20 points	
Project Need (#59-60)	Up to 5 points	
Project Planning (#61-65)	Up to 10 points	
Partnerships (#66)	Up to 2 points	
Project Budget & Budget Details (#67-74)	Up to 23 points	
Environmental Resource Survey (#75-82)	Up to 10 points	
Total Score	**100 Points**	**0**
Please provide feedback in the following areas for this application:		
Application Strengths		
Application Weaknesses		
Recommendations for Improvements		

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 24, 2025 **CONTRACT NO.**

SUBMITTED BY: Bob Muenz **DEPARTMENT: Public Safety**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☐ Balanced Growth	☐ Community Identity
☒ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $111,015.00 with Johnson Controls, Inc. for the warranty chiller replacement at the Public Safety Building.

BACKGROUND/JUSTIFICATION

The existing chiller at the Public Safety Building in Blue Springs has suffered a significant tube failure, resulting in a partial loss of cooling for the facility. As the sole source of cooling for the building, the chiller is essential to maintaining a functional environment for public safety operations. Given the severity of the failure, replacement is necessary to ensure continued operations. Johnson Controls, Inc., the original equipment installer and current service provider, has been selected to perform the work due to their expertise and familiarity with the system. Also, as part of the replacement, Johnson Controls is working with TRANE, the manufacturer, to cover 50% of the cost under the 10-year warranty that was purchased at the time of installation.

FINANCIAL IMPACT

Contractor:	Johnson Controls, Inc
Amount of Request/ Contract:	$111,015
Amount Budgeted:	$110,955
Budget Year:	FY 2024-25 & FY 2025-26
Funding Source/Account #:	155-77000-542400 CIP-Misc. $60 155-77000-542400 CIP-Misc. - PO#25-1199 - $59,677.50 Advance Payment paid in August 2025 - $51,277.50
Account Balance:	$59,737.50 Date: 10/14/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 3, 2025	June 1, 2026
Years and Months Contract in effect	**Number of times renewable**
7 months	0

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Required	If not required, explain
Certificate of Insurance:	☒	
E-Verify:	☒	
Bond:	☒	
IRS Form W-9:	☒	
Bid/RFP/RFQ and Tabulation	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	Johnson Controls Inc. 11019 Strang Line Lenexa, Kansas 66215 Todd.p.davis@jci.com
Project Exemption Certificate needed:	☐	N/A

A RESOLUTION APPROVING A CONTRACT WITH JOHNSON CONTROLS, INC. FOR THE WARRANTY CHILLER REPLACEMENT AT THE PUBLIC SAFETY BUILDING

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

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

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

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

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

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

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site

employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;" and

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

WHEREAS, the Public Safety Department prepared specifications and secured quotations for replacement of the chiller at the Public Safety Buildings; and

WHEREAS, the Department received one bid and now recommends that the City award a contract to Johnson Controls, Inc. for work based on scope of services in the amount of $102,555.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Johnson Controls, Inc. for the replacement of the chiller in the amount of $102,555.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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 3rd day of November 2025.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: November 3, 2025	TERMINATION DATE: June 1, 2026	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Johnson Controls, Inc.** **11019 Strang Line Rd** **Lenexa Ks, 66215**
Department: Public Safety	Attention: Todd Davis
Phone: 816-228-0171	Phone: 224-203-0363

PUBLIC WORKS CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$111,015.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

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

14. **American Made Products**. Pursuant to section 34.353 RSMo, as amended, if this Contract is for more than $25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced

in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute. This section shall not apply where the executive head of the public agency certifies in writing that:

a. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements;

b. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent;

c. The specified products are to be purchased or leased by a state-supported four-year institute of higher education and such certification as required by subdivision (1) or (2) of this subsection has been made within the last three years;

d. The specified products are to be purchased or leased by a publicly supported institution and such certification as required by subdivision (1) or (2) of this subsection has been made within the last three years; or

e. The political subdivision has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States.

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

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

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

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

17. **City Benefits**. The Contractor shall not be entitled to any of the benefits established for

the employees of the City nor be covered by the Worker's Compensation Program of the City.

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

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

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

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

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

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

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

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees, and agents harmless from and against all damages, losses and expenses with respect to any third-party claims against the other party for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of the Indemnifying Party in the fulfillment of its obligations under this Agreement.

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

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

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

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

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

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

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

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

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

portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars ($100) per worker, per day.

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

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

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

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

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

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

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

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

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

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

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

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

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

_____ _____
Affiant / Contractor Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
SEAL Notary Public

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

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

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

30. **Warranty**. Contractor warrants that all workmanship shall be of good quality. The date of completion for all scopes of work shall be the last date of acceptance of all work in this Contract. Contractor shall, within ten (10) days' notice from the City, correct any work found to be defective, incorrect, or not in accordance with bid specifications.

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

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

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

JOHNSON CONTROLS, INC.

By: Todd Davis
Name: Todd Davis
Title: General Manager

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Johnson Controls, Inc.	
Scope of Work (Job Description)	Johnson Controls, Inc. will furnish and install a new YVAA chiller to replace the existing unit at the Public Safety Building in Blue Springs, Missouri. The replacement is necessary due to a tube failure in the current chiller, which occurred at the end of its extended ten-year warranty period. Although one side of the dual-tube system remains operational and is currently maintaining acceptable cooling levels, full replacement is required to restore system reliability and capacity. Johnson Controls will coordinate and manage all aspects of the installation, including all necessary subcontractors for rigging, insulation, electrical connections, leak testing, glycol provision, and system startup. The City will contribute $102,555.00 toward the project. Johnson Controls has agreed to cover the remaining amount under a warranty settlement. The new unit was ordered in mid-July and is expected to arrive approximately 20 weeks from the order date. All work shall be performed in accordance with Contractor's Quote dated June 9, 2025 attached hereto and incorporated herein as Attachment A.	
Start Date	November 3, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	June 1, 2026	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$111,015.00	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$111,015.00	Total maximum amount to be paid to Contractor

Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☒ Incremental payments as follows: 50% deposit paid up front; remaining balance paid at conclusion of installation. ☐ % retainage held until completion of project.

ATTACHMENT A

City of Blue Springs: Chiller Replacement

Kansas City Service Branch
11019 Strang Line Rd
Lenexa, KS 66215
Phone: 913-549-2561
Fax:

TO: City of Blue Springs
903 W. Main St.
Blue Springs, MO. 64015

Date: September 30, 2025

Project: Chiller Replacement

JCI Recommendation:

- Provide new YVAA chiller with 6-month warranty.
- Installation of new Chiller, leak check and unit startup.
- Provide and install up to 55 gallons of glycol (customer to provide additional glycol above 55 gallons if needed).
- Manage Rigging, Insulator and Electrical subs

Scope Clarifications & Exclusions:

- Work performed during regular business hours
- Taxes NOT included. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.
- All invoices are NET thirty (30) days.
- Price includes all applicable Prevailing Wage

Pricing:

Total to JCI: $111,015

Signatures

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject however, to credit approval by Johnson Controls.

This proposal is Valid for 30 Calendar days

Signature

Company: City of Blue Springs
Name:
PO #:
Date: 6/9/2025

Signature

Name: James Sharpton
Phone: 816-507-3371
Email: James.L.Sharpton@jci.com

CUSTOMER ACCEPTANCE:

the City's Public Works Contract,

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. ~~It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue~~. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms

Planned Monthly Progress Billing Schedule of Values		
Item #	Description	%
1	Deposit - Design/Engineering, Material Procurement & Mobilization	50%
2	Monthly Progress Billing - Installation/Commissioning	TBD

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐**No:** This signed contract satisfies requirement ☐**Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐**YES:** E-mail address to be used: _____

☐**NO:** Please submit invoices via mail

☐**NO:** Please submit via _____

Standard Terms and Conditions – U.S.A. and Canada

"JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement" resulting from JCI's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. JCI's obligation is limited to the scope of work set forth in JCI's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI's costs of, or time required for, performance of any part of the work, JCI shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI's express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JCI's work or services, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JCI otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JCI is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JCI may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JCI may terminate the work immediately upon notice to the Purchaser if JCI, in its sole discretion, determines that the premises are unsafe to be accessed by JCI's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may by cancelled or modified by Purchaser only with JCI's express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JCI all expenses incurred and damage sustained by JCI on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JCI consents to cancellation in writing of equipment manufactured by JCI: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = (X+ 0.1) x custom equipment sell price / Y, where X = number of weeks from date of release for fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JCI shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Purchaser shall

reimburse JCI on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JCI the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

(8) DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JCI.

(9) COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of ~~Delaware~~ Missouri shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in ~~Milwaukee, Wisconsin~~ Jackson County, Missouri. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JCI for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in

achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

(17) FAR. In the United States, JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, transfer, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JCI disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JCI as Processor.* Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JCI as Controller.* JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

and the Public Works Contract

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 22, 2025

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

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☐ Balanced Growth	☒ Community Identity
☐ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution establishing the World Cup Task Force and approve appointments to the Task Force.

BACKGROUND/JUSTIFICATION

Regional planning efforts are currently underway in preparation for the 2026 FIFA World Cup, including coordination around transportation, security, and FIFA-sponsored events. While those efforts are being led at the metropolitan level, the City of Blue Springs has an opportunity to plan locally for activities and initiatives that will engage the community and visitors and support local businesses during the events.

On March 25, 2025 a Work Session was held with the Mayor and City Council regarding four proposed initiatives related to the 2026 Fédération Internationale de Football Association (FIFA) World Cup, all aimed at increasing Blue Springs' regional presence, enhancing community engagement, and supporting local economic activity. Three of the four initiatives were selected.

Creation of a World Cup Task Force is in order for the purposes of inventorying existing plans for the World Cup, identify planning gaps and sharing and consolidating information.

Pursuant to Section 4.4.C of the Blue Springs Home Rule Charter, the Mayor appoints all members of committees, boards, and commissions, with the advice and consent of the majority of the Council. The list of the Mayor's appointments to the World Cup Task Force are:

Member	**Entity**
Galen Ericson	Councilmember District 1
Kent Edmondson	Councilmember District 2
Nick Brummel	Councilmember District 3
Lara Vermillion	Chamber of Commerce
Teresa Keene	Downtown Blue Springs
Kirk Lair	Central Jackson County Fire Protection District
Jason Woolf	Blue Springs School District
Kelly Pearce	St. Mary's Medical Center
Staff Liaison	Parks & Recreation Department

Staff Liaison	Police Department
Staff Liaison	Communications Department

The Mayor appoints Nick Brummel to serve as Chair of the Task Force.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 3, 2025	August 1, 2026

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 establishing Task Force and appointing members

REVIEWED BY:

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

Resolution No. 93-2025

A RESOLUTION ESTABLISHING THE WORLD CUP TASK FORCE

WHEREAS, regional planning efforts are currently underway in preparation for the 2026 FIFA World Cup, including coordination around transportation, security, and FIFA-sponsored events. While those efforts are being led at the metropolitan level, the City of Blue Springs has an opportunity to plan locally for activities and initiatives that will engage the community and visitors and support local businesses during the events; and

WHEREAS, on March 25, 2025 a Work Session was held with the Mayor and City Council regarding four proposed initiatives related to the 2026 Fédération Internationale de Football Association (FIFA) World Cup, all aimed at increasing Blue Springs' regional presence, enhancing community engagement, and supporting local economic activity. Three of the four initiatives were selected; and

WHEREAS, creation of a World Cup Task Force is in order to hold meetings for the purposes of inventorying existing plans for the World Cup, identify planning gaps and sharing and consolidating information.

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

Section 1. The World Cup Task Force is hereby established.

Section 2. The Members of the Task Force are:

Member	**Entity**
Galen Ericson	Councilmember District 1
Kent Edmondson	Councilmember District 2
Nick Brummel	Councilmember District 3
Lara Vermillion	Chamber of Commerce
Teresa Keene	Downtown Blue Springs
Kirk Lair	Central Jackson County Fire Protection District
Jason Woolf	Blue Springs School District
Kelly Pearce	St. Mary's Medical Center
Staff Liaison	Parks & Recreation Department
Staff Liaison	Police Department
Staff Liaison	Communications Department

Section 3. The Chair of the Task Force shall be Nick Brummel.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 22, 2025

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

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

ISSUE/REQUEST

Adopt a Resolution to approve the disposition of Information Technology, Public Works, and Administration 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.

BACKGROUND/JUSTIFICATION

Exhibit A to the Resolution lists the records from the Information Technology Public Works, and Administration Departments to be disposed of by destruction or donation. Once the Certification of Destruction section of the disposition list has been signed, the disposition list will be filed and stored for permanent record to keep a history of all records the City destroys.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
immediately	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 disposition list attached as Exhibit A.

REVIEWED BY:

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

Resolution No. 94-2025

A RESOLUTION APPROVING THE DISPOSITION OF RECORDS THAT HAVE MET THE REQUIRED RETENTION PERIODS AND NO LONGER PROVIDE ANY VALUE TO THE CITY OF BLUE SPRINGS

WHEREAS, it has been determined by the Records Manager that Information Technology Public Works, and Administration department records have met the required retention periods as set by the Blue Springs Records Retention Schedule within the Records Retention, Management, and Destruction Policy; and

WHEREAS, the disposition of records that have met the required retention periods provides for efficient and cost-effective management of City records, reduces physical and electronic storage costs, and reduces the liability of the City of Blue Springs for housing inactive records beyond the required retention period that may be subject to discovery during pending litigation; and

WHEREAS, a copy of the Disposition List that lists the records, the retention periods, and the allowed disposition dates is attached to this Resolution as Exhibit "A".

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 direct the Records Manager or their designee to properly dispose of the records listed in the disposition list attached hereto as Exhibit "A" and incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

T□e Re□ords Manager res□e□□□ll□re□□es□s a□□□ori□□ □o des□ro□ □□e ina□□ive re□ords lis□ed □elo□□

BOX NO. / Item	Date of Record(s)	Contents	Destruction Date
N/A		All data, media, and content captured through third-party	Ongoing per policy
		cameras, excluding records that have been retained	
		for official investigative or other legal purpose.	
N/A	9/30/2024 - 10/31/2024	All employee emails in Sent Items, Deleted Items, Junk, and Clutter Folders	11/04/2025
PW-ID910	2016-2021	ROW Performance and Maintenance Bonds	11/04/2025
PW-ID912	2016-2017	Conflict of Interest contract - Olsson Assoc.	11/04/2025
	2016-2018	RFQ Sewer Options of Intent Annex Area	
	2016-2018	ROW Engineering & Inspection Contract	
	2017	2017 RFP CDBG Sidewalk Contract	
PW-ID913	2022	2022 Deposits	11/04/2025
PW-ID915	2018-2022	Engineering Services contract, Geotechnology contract	11/04/2025
	2018-2022	Conflict of Interest contract, ROW Acquisition contract	
	2013-2024	Membership invoices, Check request vouchers	
	2009-2019	Budget Transfer Requests	
Electronic: Admin	2017-2024	Previous contract manual, training materials,	11/04/2025
	2017-2024	contract, CIF, Res/Ord templates	

To be completed by Records Manager:	Approved by Resolution ______-__________
ST□T□ O□ MISSO□RI □O□□T□ O□ □□□□SO□ □IT□ O□ □L□□ S□RI□GS I□Erin Ford□Re□ords Manager□□i□□o□□l□e S□rings□a □ □ni□i□al □or□ora□ion □i□□in and □or said □o□n□□and S□a□e a□oresaid□do □ere□□ □er□i□□ □□a□ □□e a□□a□□ed is a □r□e and □o□ □le□e en□□era□ion o□ re□ords □□i□□ □ill □e des□ro□ed □□recycling, throwing away, deleting, or s□redding□ I□ □ IT□□SS □ □□R□O□□I □ere□n□o se□□ □□and and a□i□ □□e seal o□said □i□□ o□□l□e S□rings□Misso□ri□a□i□s o□i□e in □l□e S□rings□Misso□ri□on □□is □□□□□□ da□o□□□□□□□□□□□□□□□□____. □□	

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 2, 2025 **CONTRACT NO.**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Parks and Recreation**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☐ Balanced Growth	☐ Community Identity
☒ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $15,000.00 with Newkirk Novak Construction Partners, Inc., as the Construction Manager at Risk (CMAR) for preconstruction services for the construction of Southwest Park. This project is approved as CIP PR-71.

BACKGROUND/JUSTIFICATION

On April 4, 2017, the residents of Blue Springs overwhelmingly supported the passage of the Parks Sales Tax to fund deferred maintenance items throughout the City. Maintenance projects were scheduled for the years 2018 - 2022. Additionally, the residents on April 6, 2021, approved an extension of the Park Sales Tax with no expiration date. The program also outlined specific park maintenance projects through 2027 as well as the construction of a new Aquatic Center and the development and construction of Southwest Park. Construction of Southwest Park is anticipated to begin in late 2026 or early 2027.

In 2019-20, the City hired Stantec Consulting Services, Inc. through a Request for Qualifications (RFQ) process to conduct a Park Master Plan needs study and to develop a conceptual design for Southwest Park and Roscoe Righter Park. This work is being used to develop the construction documents and facility amenities for Southwest Park as part of the Parks Sales Tax program, promised to residents in the renewal initiative. With an over 80% passage and the growth in the southern boundaries, it is important to continue working towards providing the community with a public park south of Moreland School Road.

On May 19, 2025, the City Council by Resolution Number 35-2025 hired Stantec Consulting Services Inc. to provide design services for the construction of Southwest Park. Stantec Consulting Services Inc. along with staff have been identifying the programming needs and have begun schematic diagram, space analysis and venue design. 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 CMAR (Construction Manager at Risk) model. On August 4, 2025, the City Council adopted Resolution No. 58-2025 approving the use of this delivery method for the Southwest Park construction project. The Construction Manager at Risk (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 of 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 related to change in scope 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/P for contractors to submit qualifications, 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 six 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 throughout the process were totaled and a discussion of the firms was 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 $15,000. 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 2026 and will be labeled as Exhibit A of the contract.

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 2027.

Staff recommend approval of the contract with Newkirk Novak Construction Partners, Inc. in the amount of $15,000.00 for preconstruction services with an amendment to the contract to be brought back at a later date in 2026.

FINANCIAL IMPACT

Contractor:	Newkirk Novak Construction Partners, Inc.
Amount of Request/ Contract:	$15,000
Amount Budgeted:	$1,200,000
Budget Year:	FY 2025-26
Funding Source/Account #:	158-73000-544100 PR-71
Account Balance:	$1,200,000 Date: 10/22/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 27, 2025	June 30, 2028
Years and Months Contract in effect	**Number of times renewable**
2 years, 8 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Required	If not required, explain
Certificate of Insurance:	☒	
E-Verify:	☒	
Bond:	☒	
IRS Form W-9:	☒	
Bid/RFP/RFQ and 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:	☒	

A RESOLUTION APPROVING A CONTRACT WITH NEWKIRK NOVAK CONSTRUCTION PARTNERS, INC. FOR PRECONSTRUCTION SERVICES FOR THE CONSTRUCTION OF SOUTHWEST PARK

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

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

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

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

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

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

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site

employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;" and

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

WHEREAS, the residents passed the dedicated Park Sales Tax in 2021 to fund park maintenance, construction of Blue Surf Bay Waterpark and Southwest Park; and

WHEREAS, the Parks and Recreation Department developed a Request for Qualifications to recommend a Construction Manager at Risk contractor for the construction of Southwest Park; and

WHEREAS, the Department received six submittals and selected three firms to interview to determine the best firm to conduct the construction of Southwest Park, and

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

WHEREAS, the Department now recommends that the City award a contract to Newkirk Novak Construction Partners, Inc., to provide pre-construction services for Southwest Park for an amount of $15,000. Once the construction documents are completed, an amendment will be in order to include the Guaranteed Maximum Price to construct the park.

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 Southwest Park in the amount of $15,000. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of November 2025.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

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 20 day of October in the year 2025
(In words, indicate day, month, and year.)

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

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

Southwest Park
Blue Springs, MO 64014
Generally located between SW Southcrest Drive to the north, Wyatt Rd to the south, Bridger Urban Conservation Area to the west and 12th Street to the east.

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

Stantec Consulting Services, Inc.
7208 W. 80th Street
Overland Park, KS 66204
913-905-3415

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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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.)

Construction of Southwest Park including but not limited to general site work, trails, parking, event center building, tree top walk, splash pad, play structure, restroom buildings, shelter structures and other park amenities.

§ 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.

§ 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.)

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Twenty Million Dollars and Zero Cents ($20,000,000)

§ 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:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 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

To develop a regional native park with minimal disturbance to the native trees and stream corridors.

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

To develop a regional native park with modern amenities with minimal disturbance to the native trees and stream corridors.

(Paragraphs deleted)
§ 1.1.8 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
816-228-0265
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.)

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:

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Cochran Engineering

.2 Civil Engineer:

Wilson & Company

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

Surveyor: Wilson & Company

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

Stantec Consulting Services, Inc
Kelly VanElders
7208 W. 80th Street
Overland Park, KS 66204
913-905-3415

(Paragraphs deleted)
Kelly.VanElders@stantec.com

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

Newkirk Novak Construction Partners, Inc.
Lynn Kewkirk
15345 W.87th Street Parkway
Lenexa, KS 66214
816-651-4005
lyn.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
(Paragraphs deleted)
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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(Paragraphs deleted)

§ 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.

§ 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

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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 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

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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.

§ 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.

(Paragraphs deleted)

§ 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)

§ 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:

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.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.

§ 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.

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§ 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.

§ 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.

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§ 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.)

A lump sum of Fifteen Thousand dollars ($15,000).

(Paragraphs deleted)

§ 5.1.2 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) 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.

(Paragraphs deleted)
(Table deleted)

§ 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.)

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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.)

One and Ninety-five hundredths percent (1.95%) 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 Manger's Fee shall remain equal to One and Ninety-five hundredths (1.95%) 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 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

To be determined prior to GMP being established and may include damages for time, damage to designated trees and damage to stream corridor. Amount to be agreed upon by Construction Manager, Architect and Owner.

§ 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.)

NA

§ 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

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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.

§ 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.)

§ 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.

(Paragraph deleted)

§ 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

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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.

§ 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.

(Paragraph deleted)

§ 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.

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(Paragraph deleted)

§ 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.

§ 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;

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.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.

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

.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

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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 Upon Substantial Completion of the Work, the
(Paragraphs deleted)
Owner, Architect and Construction Manger 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 Seciton 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.

§ 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.

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§ 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.

§ 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, 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.

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(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

[ ]

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.

§ 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.

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(Paragraphs deleted)

§ 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 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;

(Paragraph deleted)

.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.

(Paragraphs deleted)

§ 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.

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§ 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.

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

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§ 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.

§ 14.4
(Paragraphs deleted)
Prevailing Wages

(Paragraphs deleted)

§ 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.

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§ 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.

§ 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 the skill necessary to perform the Work. The Contract shall not be construed as creating any joint employment relationship between the Construction 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.

§ 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 and Zero Cents ($5,000.00), the business entity, and any Subcontractors of the business

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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

.5

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

Exhibit C, Affidavit of Compliance with Prevailing Wage Law

[ ] Supplementary and other Conditions of the Contract:

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

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

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

iii. The Contractor shall indemnify and hold the City harmless from all wages or

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

(Paragraph deleted)

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

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

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

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

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

d. **Maintenance Bond.** Prior to acceptance of the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 50% of the cost of the Work as approved by the City, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of substantial completion for such work covered by the bond, conditioned upon the faithful

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performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of the certificates such bond shall be delivered to the City.

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

Document	Title	Date	Pages

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Chirstine Cates City Administrator	Lynn Newkirk
(Printed name and title)	*(Printed name and title)*

Approved as to form:

/s/ Jennifer Baird

Jennifer Baird

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Additions and Deletions Report for

AIA® Document A133® – 2019

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PAGE 1

AGREEMENT made as of the 20 day of October in the year 2025

...

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

...

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

...

Southwest Park
Blue Springs, MO 64014
Generally located between SW Southcrest Drive to the north, Wyatt Rd to the south, Bridger Urban Conservation Area to the west and 12th Street to the east.

...

Stantec Consulting Services, Inc.
7208 W. 80th Street
Overland Park, KS 66204
913-905-3415

PAGE 2

Construction of Southwest Park including but not limited to general site work, trails, parking, event center building, tree top walk, splash pad, play structure, restroom buildings, shelter structures and other park amenities.

...

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

PAGE 3

Twenty Million Dollars and Zero Cents ($20,000,000)

...

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To Be Determined

...

To Be Determined

...

To Be Determined

...

To Be Determined

...

To Be Determined

To develop a regional native park with minimal disturbance to the native trees and stream corridors.

.

§ 1.1.6 ~~The Owner's anticipated Sustainable Objective for the Project:~~Other Project information:
(Identify ~~and describe the Owner's Sustainable Objective for the Project, if any.)~~special characteristics or needs of the Project not provided elsewhere.)

To develop a regional native park with modern amenities with minimal disturbance to the native trees and stream corridors.

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

...

Dennis Dovel
903 W. Main Street
Blue Springs, MO 64015
816-228-0265
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 ~~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:~~Owner shall retain the following consultants and contractors:
(List name, ~~address and other contact information.)~~legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Cochran Engineering

.2 Civil Engineer:

Wilson & Company

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

Surveyor: Wilson & Company

§ 1.1.10 The ~~Owner shall retain the following consultants and contractors:~~Architect's representative:
(List name, ~~legal status,~~ address, and other contact information.)

~~.1 Geotechnical Engineer:~~Stantec Consulting Services, Inc
Kelly VanElders
7208 W. 80th Street
Overland Park, KS 66204
913-905-3415

~~.2 Civil Engineer:~~

~~.3 Other, if any:~~
~~*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*~~

Kelly.VanElders@stantec.com

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

...

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Newkirk Novak Construction Partners, Inc.
Lynn Kewkirk
15345 W.87th Street Parkway
Lenexa, KS 66214
816-651-4005
lyn.newkirk@newkirknovak.com

§ 1.1.12 The ~~Construction Manager identifies the following representative in accordance with Article 3:~~Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List ~~name, address, and other contact information.~~)

any Owner-specific requirements to be included in the staffing plan.)

...

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

...

§ 1.1.14 ~~The Owner's requirements for subcontractor procurement for the performance of the Work:~~
~~(List any Owner-specific requirements for subcontractor procurement.)~~Other Initial Information on which this Agreement is based:
PAGE 5

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

...

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.~~

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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 ~~Subcontractors and Suppliers~~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.

~~§ 3.1.11.1 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 The Construction Manager shall develop bidders' interest in the Project.~~

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

§ 3.1.12 ~~Procurement~~Compliance with Laws

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.~~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.

~~§ 3.1.13 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.~~

~~§ 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 10

A lump sum of Fifteen Thousand dollars ($15,000).

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~~§ 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.)*~~

§ 5.1.2 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) 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.

~~**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 ( ) 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.~~

...

§ 5.2.2 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.
PAGE 11

1.5 % monthly or 18% annually.

...

One and Ninety-five hundredths percent (1.95%) of the estimated Guaranteed Maximum Price.

...

For changes in the Work, the Construction Manger's Fee shall remain equal to One and Ninety-five hundredths (1.95%) 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 %) of the standard rental rate paid at the place of the Project.

...

To be determined prior to GMP being established and may include damages for time, damage to designated trees and damage to stream corridor. Amount to be agreed upon by Construction Manager, Architect and Owner.

...

NA
PAGE 12

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~~§ 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.~~

PAGE 13

~~§ 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.~~

PAGE 14

~~§ 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.~~

PAGE 16

§ 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 17

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~~ 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:~~

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~~*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*~~
Owner, Architect and Construction Manger 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 Seciton 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 18

§ 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:~~
Payment.
PAGE 19

1.5 % monthly

...

[X] Litigation in a court of competent jurisdiction

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

PAGE 20

~~**§ 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.~~

§ 13.1.6.1 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.

...

~~.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;~~

...

~~**§ 13.2.3 Termination by the Owner for Convenience**~~

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~~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.)*~~

PAGE 21

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

PAGE 22

§ 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

~~**§ 14.5** Other provisions:~~

§ 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.

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§ 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

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

§ 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 the skill necessary to perform the Work. The Contract shall not be construed as creating any joint employment relationship between the Construction 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.

§ 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 and Zero Cents ($5,000.00), 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.

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

...

(Check all boxes that apply.)

Exhibit C, Affidavit of Compliance with Prevailing Wage Law

[ ] ~~AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as~~

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~~Constructor Edition, dated as indicated below:~~Supplementary and other Conditions of the Contract:

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

~~(Insert the date of the E234-2019 incorporated into this Agreement.)~~i. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

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

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

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

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

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

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

b. **Labor and Material Payment Bond.** If this Contract is estimated to exceed $50,000.00, the Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Thebond shall be in the total amount of the Contract conditioned upon the major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the

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

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

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

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

Document	Title	Date	Pages

Chirstine Cates City Administrator Lynn Newkirk

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Certification of Document's Authenticity

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(Signed)

President

(Title)

10.24.2025

(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)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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

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§ 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 Owner shall be deemed the owners of the Instruments of Service, including the drawings and specifications, created by the Architect, and retain all common law, statutory, and other reserved rights in the Instruments of Service, including copyrights.

§ 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 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.

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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.

§ 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.

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§ 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.

§ 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

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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.

§ 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.

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§ 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 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.

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§ 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.

§ 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.

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§ 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 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,

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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 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.

§ 3.18 Indemnification

§ 3.18.1 § 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and its employees 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

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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 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

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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 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.

§ 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.

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.

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§ 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

.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.

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§ 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.

§ 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.

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§ 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.

§ 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;

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.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.

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.

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§ 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, 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.

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.

§ 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.

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§ 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) 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;

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.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 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.

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§ 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.

§ 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.

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§ 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 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;

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.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.

§ 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

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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 and without waiving sovereign immunity, 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.

§ 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

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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, 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

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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.

§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.

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.

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§ 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.

§ 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

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

§ 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.

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§ 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 such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, 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.

§ 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 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 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, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.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;

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.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.

§ 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.

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§ 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 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.

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§ 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. 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 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.

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

b. **Performance Bond.** If the City deems a, Performance Bond is necessary, the Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the full and faithful performance of all major terms and conditions of this Contract. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful performance, the City shall deem the surety or sureties upon such

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

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

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

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§ 1.5.1 The ~~Architect and the Architect's consultants~~ Owner shall be deemed the ~~authors and~~ owners of ~~their respective~~ the Instruments of Service, including the ~~Drawings and Specifications,~~ drawings and specifications, created by the Architect, 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.~~ the Instruments of Service, including copyrights.

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§ 3.18.1 § 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~~ and its employees 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.

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§ 10.3.3 To the fullest extent permitted by ~~law,~~ law and without waiving sovereign immunity, 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.

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

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§ 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~~

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~~Mediation Procedures in effect on the date of the Agreement.~~ mediation. 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 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.

...

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

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

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

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d. Anti-Discrimination Against Israel Act. If this agreement has a total potential value of $100,000 or more and Contractor has ten or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.~~§ 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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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 11:22:53 ET on 10/24/2025 under Order No. 6417165033 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)

10.24.2025

(Dated)

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CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 23, 2025 **CONTRACT NO.**

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

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☒ Balanced Growth	☐ Community Identity
☐ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $83,500 with Sports Facilities Advisory LLC, for market analysis, financial forecast, site assessment and inventory, economic impact and evaluation of concept site plan for the Adams Pointe Conference Center and surrounding City owned facilities.

BACKGROUND/JUSTIFICATION

The City of Blue Springs opened the Adams Pointe Conference Center in 1998. The operation of the conference center has been through an agreement with RMT of Blue Springs LLC (Rockgate Management), who owns and operates the Courtyard by Marriot Hotel. In 2025 the existing agreement with Rockgate Management came to an end but was extended for one additional year to provide staff and City Council to look at various potential uses of the facility including remaining a conference center.

To evaluate the future of the conference center, staff reached out to consultants who specialize in advisory and feasibility consulting of venues such as sports entertainment and conference centers. Ballard King Associates, who the City used to evaluate design and operations of the Fieldhouse and Blue Surf Bay Waterpark, provided the names of two firms who do this type of work. Johnson Consulting and Sports Facilities Advisory were the organizations recommended for this work.

Staff reached out to both entities with only Sports Facilities Advisory responding. Sports Facilities Advisory provided staff with a proposal to provide advisory and feasibility consulting services to support the City's planning and evaluation of the Adams Pointe Conference Center current operation and a potential redevelopment The services include market analysis, a development planning session, financial forecast proforma, economic impact analysis, site assessment of existing operation and assets and conceptual site plan evaluation.

The cost for the evaluation is $78,500 with reimbursables not to exceed $5,000 for a total proposal price of $83,500. The study will take 3 – 4 months to complete and provide direction to staff and City Council.

Staff recommends approval of a contract with Sports Facilities Advisory LLC for the amount of $83,500.

FINANCIAL IMPACT

Contractor:	Sports Facilities Advisory LLC	
Amount of Request/ Contract:	$83,500	
Amount Budgeted:	$83,500	
Budget Year:	FY 2025-26	
Funding Source/Account #:	150-00000-530100	
Account Balance:	$690,072	Date: 9/29/2025

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
October 27, 2025	April 30, 2026
Years and Months Contract in effect	**Number of times renewable**
6 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Sports Facilities Advisory LLC contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Required	If not required, explain
Certificate of Insurance:	☒	
E-Verify:	☐	
Bond:	☐	
IRS Form W-9:	☒	
Bid/RFP/RFQ and Tabulation	☐	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	Sports Facilities Advisory, LLC J.D. Wood Office: 727-474-3845 Cell: 979-229-3724 jdwood@sportsfacilities.com
Project Exemption Certificate needed:	☐	

Resolution No. 96-2025

A RESOLUTION APPROVING A CONTRACT WITH SPORTS FACILITIES ADVISORY LLC FOR ADVISORY AND CONSULTING SERVICES FOR THE ADAMS POINTE CONFERENCE CENTER

WHEREAS, the City of Blue Springs owns the Adams Pointe Conference Center; and

WHEREAS, RMT of Blue Springs (Rockgate Management) has operated the facility since 1998 and the current agreement expires in September 2026; and

WHEREAS, the City desires to determine the best use of the facility by either keeping it as a conference center or changing the use to a sports entertainment destination; and

WHEREAS, the City hired SFS Architecture to develop a conceptual design for a reuse; and

WHEREAS, a consultant is needed to determine the impact of the current operation and the potential impact of the sports destination concept; and

WHEREAS, the City searched for a consultant that has expertise in operations of a sports destination venue as well as a conference center; and

WHEREAS, Sports Facilities Advisory LLC was engaged to provide a proposal for consulting services: and

WHEREAS, Administration negotiated a contract and now recommends that the City award a contract to Sports Facilities Advisory LLC for work based on the scope of services in the amount of $83,500.

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 Sports Facilities Advisory LLC, 17744 US Highway 19 N, Unit 19, Clearwater, FL 33764 for advisory and consulting services related to the Adams Pointe Conference Center current use and potential sports destination venue reuse in the amount of $83,500. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: October 27, 2025	TERMINATION DATE: April 30, 2026	CONTRACT NUMBER:

CITY	CONSULTANT
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Sports Facilities Advisory LLC** **17755 US Highway 19, N. Suite 300** **Clearwater, FL 33764**
Department: Administration	Attention: Jason Clement
Phone: 816-228-0265	Phone: 727-474-3845

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

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

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

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

2. **Standard of Care**.

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

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

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

shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Administrator or the Department Head for the City as related to this Contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Consultant. To the extent any conflict exists between the terms of this Contract and any Consultant terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

4. **Exchange of Data and Ownership of Work Product**.

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

b. Consultant agrees that any documents, materials and work products produced in whole or in part through it under this Contract, and any intellectual property rights of consultant therein (collectively the "Works") are to be owned by the City. Accordingly, Consultant hereby assigns to the City all of its right, title, and interest in and to such Works.

c. Consultant shall endorse as necessary all plans, specifications, estimates, drawings, and data furnished by it.

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

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

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

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

9. **Payment**.

a. Payment Terms

i. Payment 1 – (50%) $39,250.00: Due upon execution of Agreement. Consultant will not provide services nor book meetings until Payment 1 is made in full.

ii. Payment 2 – (30%) $23,550.00: To be invoiced and paid to Consultant by Client upon presentation of the draft pro forma to Client. Copy of the draft deliverable(s) to be delivered to Client only upon payment.

iii. Payment 3 – (20%) $15,700.00: To be invoiced upon presentation of the final deliverable(s). Copy of the Final deliverable(s) to be delivered to Client only upon payment.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant **annually** under the terms of this Contract exceed the sum of $83,500 unless agreed to by the City and Consultant in writing.

10. **Termination of Contract.**

a. Termination for breach. Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.

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

c. Enforcement. In the event of litigation by the City against the Consultant to enforcement the terms of this Contract or to remedy a breach of the terms of this Contract (either

in law or in equity), the City shall be entitled to recover from the Consultant its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

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

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

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

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

15. **Occupational License**. The Consultant shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Consultant. No contract will be executed by the City until this occupational license has been obtained.

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

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

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

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

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

19. **Work Authorization Program.** If this Contract awarded to a business entity is in excess of five thousand dollars ($5,000), the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Consultant at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF **Florida**)
) ss.
COUNTY OF **Hillsborough**)

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

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

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

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

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

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

1. My name is **Jason Clement** and I am currently the **CEO** of **Sports Facilities Companies, LLC** (hereinafter "Company"), whose business address is 1**7755 US Highway 19 N STE #300, Clearwater, FL 33764**, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

_____ **Jason Clement**
Affiant / Contractor Printed Name

Subscribed and sworn to before me this 24 day of October, 2025.

SEAL _____ _____
Notary Public

JAMIE BAUMGARTNER
Notary Public
State of Florida
Comm# HH445376
Expires 9/19/2027

2025Q1E-Verify

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

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

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

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

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

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Consultant agrees to maintain professional liability insurance in the amount of $2,000,000 per claim and in the aggregate during the term of this Contract.

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

23. **Liability and Indemnity**.

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. Each Party, to the extent permitted by Missouri law and without waiving sovereign immunity, shall defend, indemnify, and hold the other Party, its officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Consultant or the Consultant's agents, employees, sub-contractors or by others for whom Consultant is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

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

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

e. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this contract.

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

24. **Anti-Discrimination Against Israel Act.** If this Contract is over $100,000.00, pursuant to Section 34.600, RSMo, Consultant agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Consultant's certification of compliance with the Anti- Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

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

26. **Safety**. In the performance of the services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. **Covenant Against Contingent Fees**. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

To City:	To Consultant:
City of Blue Springs	Sports Facilities Advisory
Attn: Dennis Dovel	Attn: Jason Clement, CEO
903 W. Main Street	17755 US Highway 19, N.
Blue Springs, MO 64015	Suite 300
816-228-0265	Clearwater, FL 33764
ddovel@bluespringsgov.com	727-474-3845

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

29. **No Third-Party Rights**. The provisions of this Contract shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this contract.

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

31. **Waiver.** A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

32. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal, or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

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

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

SPORTS FACILITIES ADVISORY LLC

By: _____

Name: Jason Clement
Title: CEO

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
James Newell, Assistant City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Sports Facilities Advisory LLC	
Scope of Work (Job Description)	Sports Facilities Advisory will provide **advisory and feasibility consulting services** to support the City's planning and evaluation of the Adams Pointe Conference Center and a potential redevelopment to a sports and recreation facility. The services include market analysis, development planning session, financial forecast proforma, economic impact analysis, site assessment of existing operation and assets and conceptual site plan evaluation. Specific functions are outlined in Attachment A. All work shall be performed in accordance with Consultant's Sports Facilities Advisory LLC Service Agreement dated September 3, 2025 attached hereto and incorporated herein as Attachment A.	
Start Date	October 27, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	April 30, 2026	
Reimbursable Expenses	☐ None ☒ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$78,500.00	Maximum payment for services rendered
	$5,000.00	Maximum amount of expenses to be reimbursed
	$83,500.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☒ Incremental payments as follows: Monthly as billed based on percentage of completion. ☐ % retainage held until completion of project.	

ATTACHMENT A

THE SPORTS FACILITIES ADVISORY™

SERVICES AGREEMENT

Between:

Sports Facilities Advisory, LLC

&

City of Blue Springs, MO

SEPTEMBER 3, 2025

SERVICES AGREEMENT

SPORTS FACILITIES ADVISORY, LLC – U.S. TAX ID: 32-0109344
17755 US Highway 19 N. Unit 300 • Clearwater, FL 33764 • P: 727.474.3845 • F: 727.462.2800

1. City of Blue Springs, MO (hereinafter referred to as "Client") hereby engages Sports Facilities Advisory, LLC (hereinafter referred to as "Consultant") for the services set forth in this Services Agreement (hereinafter referred to as "Agreement").
2. Scope of Services: The Client is engaging the Consultant to provide the services set forth on Exhibit A in the attached hereto and the Consultant is agreeing to provide the services set forth on Exhibit A in the attached hereto.
3. Period of Performance: The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of Exhibit A but in no case shall be longer than 120 days. Any services provided by Consultant to Client beyond the scope of services and period of performance described herein will be contracted separately and billed at Consultant's hourly rates.
4. Confidentiality, Nondisclosure, and Non-Use Covenants: For purposes of this Agreement, the party disclosing confidential information is the "Discloser," and the party receiving the information is the "Recipient." Confidential information means all information concerning either party's business including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data designs, and know-how; (d) business information, including operations, planning, marketing interests, and products and services; and (e) the terms of this Agreement.

   Recipient does not have an obligation to protect confidential information that is; (a) in the public domain through no action of Recipient; (b) within the legitimate possession of Recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by Recipient without breaching the agreement or by the parties who have not had, either directly or indirectly, access to or knowledge of the confidential information; or (e) disclosed with the prior written consent of Discloser. If confidential information is required to be produced by law, court order or government authority, Recipient must immediately notify Discloser of that obligation. Recipient will not produce or disclose confidential information in response to that obligation until Discloser has requested protection from the court or other legal or governmental authority issuing the process and the request has been denied, or consented in writing to the production or disclosure of the confidential information in response to the process, or taken no action to protect its interests in the confidential information within 14 business days after the receipt of notice from Recipient of the obligation to produce or disclose.

   Recipient will use the confidential information only to further the relationship between the parties. Confidential information may not be disclosed to any third party without the written consent of Discloser or used by Recipient in any manner which may be competitive to Discloser.
5. Responsibility: Client assumes all responsibility for financial and other risks associated with the planning, development, operations & management of the Client's business and Consultant assumes no liability for the Client's project. The Client agrees to seek independent accounting and legal services that are necessary for the operation of Client's businesses.
6. Consultant Services: Client understands that consultant is a management consulting firm, is not licensed to sell securities, is not a licensed accounting practice nor licensed to practice law.
7. Governing Law: The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of Missouri. Any lawsuits arising from this Agreement shall be brought before a Court of Law in Jackson County, Missouri.
8. Construction: The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) no inference in favor of, or against, any party shall be drawn from the fact that one party

has drafted any portion hereof; and (iii) each party has had the opportunity to have this document reviewed by their respective legal counsel.

9. Entire Agreement: This Agreement, the City's Professional Services Agreement and the attached Exhibit A contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement and the City's Professional Services Agreement may not be modified or amended except by a written instrument signed by the parties hereto.
10. Compensation: Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms:

    Payment Terms – Exhibit A ($78,500.00)
    - Payment 1 – (50%) $39,250.00: Due upon execution of Agreement. Consultant will not provide services nor book meetings until Payment 1 is made in full.
    - Payment 2 – (30%) $23,550.00: To be invoiced and paid to Consultant by Client upon presentation of the draft pro forma to Client. Copy of the draft deliverable(s) to be delivered to Client only upon payment.
    - Payment 3 – (20%) $15,700.00: To be invoiced upon presentation of the final deliverable(s). Copy of the Final deliverable(s) to be delivered to Client only upon payment.
    - Reimbursable Travel Expenses: To be invoiced upon completion of travel. Reimbursable travel expenses are due upon receipt of invoice. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at $65 per consultant per day.

    - Preferred Payment: To avoid additional processing fees, the preferred payment method is via check.
    - Wire Transfers: Client is responsible for all additional fees associated with electronic wire transfers.
    - Credit Card Payments: Credit card payments will not be accepted.

    In the event Client fails to make any payments when due, interest will be charged on the unpaid total in the amount of 18% per annum or the maximum rate allowed under state and federal law, whichever is greater. All payment due dates, unless otherwise stated, are to be within 30 days of receipt of the invoice. Deposit (or initial) payments are the exception as these payments are immediately due to engage Consultant for services.

City of Blue Springs, MO
"CLIENT"

BY: _____

_____
Print Name

_____
Date

_____
Client Billing Address

_____
Invoicing/Billing Contact Name

Sports Facilities Advisory, LLC
"CONSULTANT"

BY: _____

Jason Clement, Manager

_____
Date

_____
Invoicing/Billing Contact Email/Phone

EXHIBIT A

ADVISORY SCOPE OF SERVICES

Step 1: Project Kick-Off Call

In this step, Consultant will set up an initial phone call with the Client's team to cover six topics that allow the Consultant's team to begin its work. Those topics are:

- Introductions
- Project History
- Existing Data
- Potential Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

Step 2: Existing Data Review & Market Analysis

In this step, Consultant will review any existing data, documentation, and/or resources provided related to the project. Consultant will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition).

Step 3: Onsite Development Planning Session (DPS)

In this step, Consultant team members will travel to the Client's market to meet with the team, tour the site or potential sites, tour the market, and meet with any key stakeholders the Client identifies.

Consultant's time on site will begin with the DPS, which is a "deep-dive" planning and strategy session that will focus on defining success and refining the vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the DPS, Consultant will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights.

Step 4: Detailed Financial Forecast (Pro Forma)

In this step, Consultant will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. Consultant's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide the Client with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

Step 5: Economic Impact Analysis
In this step, Consultant will project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but for the events that will be held at the facility.

The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

Consultant's economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:

- Number of Events
- Number of Teams
- Number of Participants
- Number of Affiliated Spectators
- Percent of Participants and Affiliated Spectators from Out of Town
- Length of Stay
- Average Daily Rate (ADR)
- Average Daily Expenditures (ADE)

Step 6: Executive Summary
In this step, Consultant will produce a summary report for the project. The summary report will include an overview of the market analysis and pro forma. Additionally, Consultant will work with the Client to provide recommendations on the existing facility and programming plan. This will also include considerations around playing surface materials, onsite amenities, parking, concessions, lighting, and more.

Step 6: Feasibility Report
In this step, Consultant will produce a detailed Feasibility report for the project. The Feasibility Report will feature the following sections:

- Executive Summary
- Market Overview
- Facility Overview
- Programs, Products, and Services
- Financial Performance Overview
- Conclusion and Next Steps

Step 7: Existing Venue Site Assessments & Inventory Analysis
The Site Analysis will analyze the existing and new facility inventory/requirements in terms of the quantity of existing facilities and the quality of those assets. Existing participation numbers to be provided by Client. As part of this assessment, Consultant will provide recommendations on potential upgrades, renovations, enhancements, and capital repairs/improvements necessary at desired facility and events at the facility.

Step 8: Venue Site Evaluation
Consultant will analyze the suitability of the site on a selection of variables for the current venue, and existing support buildings as well as the potential of additional adjacent park area.

Step 9: Programming Plan and Concept Site Plan for Venue
Consultant will provide a concept site plan for the facility. Consultant will provide a sketch plan of proposed event facilities, assets, and amenities. This proposal includes the initial concept plan which will provide an understanding of what the opportunities for the site could be. The concept plan is conceptual only and will not include any assessment of topography, utility tie-ins, etc. At this level, items such as courts, buildings, parking lots, paths, entertainment areas, etc. will be shown for location, but will not include floor plans, researched access points, etc.

Deliverable: Results for Steps 7-9, including a Conceptual master Plan programmed for one (1) site using the existing event and proposed new site resources.

Total Investment: $78,500 + Reimbursable Travel Expenses
This quote assumes a first draft review and one round of modifications for the pro forma. The draft pro forma will be delivered 8-10 weeks from the Development Planning Session. The final pro forma will be delivered approximately 2-3 weeks from the draft pro forma.

Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at $65 per consultant per day.

Please Note: This proposal is valid for 60 days from issuing date.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 28, 2025

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

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☒ Balanced Growth	☐ Community Identity
☐ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Passage of a Bill approving the Final Plat for Briarwood Oaks Estate (PF-09-25-9693) consisting of eleven lots located generally east of SW 7 Highway and South of SW Wyatt Road.

BACKGROUND/JUSTIFICATION

The applicant, Harve Sommers, is requesting approval of the Briarwood Oaks Estates, 4th Plat to develop a single-family subdivision. The 4th and final phase of the Briarwood Oaks Estates will include eleven (11) lots on 3.23 +/- acre generally located North of 40 Highway, and East of SW 40th Street. The Final Plat for the 4th plat is in substantial compliance with the Preliminary Plat approved in May 1996.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 4, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat application with the following three (3) 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 Unified Development Code (UDC).
2. Prior to building permit issuance, the following must occur:
    a. The Final Plat must be recorded with Jackson County.
    b. The recorded Declaration of Restriction documents must be provided to the City.
    c. All open space landscaping must be installed.
3. Prior to occupancy of each lot, the following must occur:
    a. The required landscaping for each lot shall be installed.

b. The required public sidewalk for each lot shall be installed.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	October 27, 2025
Action:	Recommended approval with three (3) conditions: 8 Aye – 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Site Location Map; Site Location Zoning Map; Final Plat Map
2. Bill approving the Final Plat

REVIEWED BY:

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

Introduced by Councilmember _____ BILL NO. 5360
(PF-09-25-9693)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT FOR BRIARWOOD OAKS ESTATE 4th PLAT, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, on September 12th, 2025, the applicant, Harve Sommers of Dynamic Investments., submitted a planning application for the property hereinafter described; and

WHEREAS, on October 27th, 2025, the City Planning Commission held a regular scheduled meeting for the Briarwood Oaks Estates 4th plat, where the commission voted in favor of the Final Plat and sent their recommendation of approval to the City Council; and

WHEREAS, on November 3rd, 2025, the City Council approved Briarwood Oaks Estate, 4th Plat.

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

Section 1. The following described tract of real estate is hereby declared subject to the Final Plat Approved by this Ordinance. This Site is legally described as:

Containing 140,600 square feet or 3.2277 acres more or less.

All that part of the Southwest Quarter of Section 35, Township 49 North, Range 31 West of the Fifth Principal Meridian, in Blue Springs, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 35; thence North 88°29’25”West along the South line of said Southwest Quarter a distance of 1796.31 feet; thence North 01°28’07”East a distance of 42.18 feet to the Southeast corner of Tract B, BRIARWOOD OAKS ESTATES 1ST PLAT, a subdivision of land in said City, County and State, said Southeast corner being on the North right-of-way line of U.S. Highway 40 (Westbound) as it now exists and also being the POINT OF BEGINNING of the herein described tract of land; thence North 01°28’07”East along the boundary line of said BRIARWOOD OAKS ESTATES 1ST PLAT a distance of 317.60 feet to the Northeast corner of Lot 18 of said BRIARWOOD OAKS ESTATES 1ST PLAT; thence South 88°31’53”East along the boundary line of said BRIARWOOD OAKS ESTATES 1ST PLAT a distance of 451.70 feet to the Southeast corner of Lot 25 and the West line of Lot 26 of said BRIARWOOD OAKS ESTATES 1ST PLAT; thence South 01°42’05”West along the West line of said Lot 26 a distance of 20.32 feet to the Southwest corner thereof; thence South 88°11’36”East along the South line of said Lot 26 a distance of 21.61 feet; thence South 02°01’24”West a distance of 35.16 feet; thence North 88°11’36”West a distance of 35.09 feet; thence South 02°01’24”West a distance of 264.73 feet to the North right-of-way line of said U.S. Highway 40 (Westbound); thence North 88°02’20”West along said right-of-way line a distance of 292.27 feet; thence continuing along said right-of-way line North 88°31’53”West a distance of 142.97 feet to the POINT OF BEGINNING.

Section 2. The Final Plat of BRIARWOOD OAKS ESTATE 4th PLAT,BLUE SPRINGS, JACKSON COUNTY, MISSOURI, is hereinbefore presented to the City Council and having been found to be in compliance with the Unified Development Code (UDC), its amendments, and other ordinances of the City of Blue Springs, is hereby approved subject to the following conditions and those set out in the City Council Staff Report for Case Finale Number (PF-09-25-9693) submitted to the City Council at its November 3rd, 2025 meeting included the following conditions:

1. Approval by the City Council 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. Prior to building permit issuance, the following must occur:
    a. The Final Plat must be recorded with Jackson County.
    b. The recorded Declaration of Restriction documents must be provided to the City.
    c. All open space landscaping must be installed.
3. Prior to occupancy of each lot, the following must occur:
    a. The required landscaping for each lot shall be installed.
    b. The required public sidewalk for each lot shall be installed.

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

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: October 27, 2025 City Council: November 3, 2025
Project Name:	***Briarwood Oaks Estates***
Site Location:	101 NW Mock Avenue
Project Request:	PF-09-25-9693; Final Plat for a 11-lot subdivision on 3.23 +/- acres

Applicant: Harve Sommers / Dynamic Investments, Inc
Property Owner: Dynamic Investments, Inc
Staff Planner: Logan Day, Associate Planner

Project Description: The applicant is requesting approval of the Briarwood Oaks Estates, 4th Plat to develop a single-family subdivision. The 4th and final phase of the Briarwood Oaks Estates will include eleven (11) lots on 3.23 +/- acre generally located North of 40 Hwy, and East of SW 40th St.

Staff Recommendation: Staff recommends approval with conditions of the Final Plat Applications. Conditions are identified under each application.

Previous Actions:

Date	Review Body	Action
03/17/1996	City Council	Approved Annexation (A-1-96) by Ordinance No.2653
05/13/1996	Planning Commission	Recommended approval of rezoning (R-6-96) from R-A (Agriculture) to R-1 (Single Family).
05/20/1996	City Council	Approved rezoning (R-6-96) from R-A (Agriculture) to R-1 (Single Family) by Ordinance No. 5008.

Future Applications: Prior to selling individual lots or the issuance of building permits for lots in this Plat, the Final Plat must be approved and recorded at Jackson County.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"SF-7" (Single Family)	Single Family Housing
South:	Right-of-Way; Unincorporated Jackson County	SW Westbound 40 Hwy; Out of City Limits
East:	Unincorporated Jackson Cnty; "SO" Service Office	Single Family House; Vacant Land
West:	"SF-7" (Single Family)	Undeveloped

PLAT ANALYSIS

Platting is a process where a proposed division, or partition of land and property interests therein, is reviewed to ensure: development patterns in compliance with long-range comprehensive plans; coordinating infrastructure with existing, future and potential capital improvements; and that all lots are buildable, served with adequate public facilities, and capable of meeting the zoning and development standards.

Final Plat Requirements: The proposed Final Plat meets the minimum standards described in UDC Section 403.050 and submittal requirements provided in the Final Plat application.

Preservation: The site is currently undeveloped and does not include any specific preservation areas at this time. However, there are several mature trees located throughout the property that may be eligible for preservation credit toward the overall landscaping requirements.

Phasing: The entire Briarwood Oaks Estates encompasses four (4) phases. The other three (3) phases have been completed. The fourth and final phases consists of eleven (11) lots and one (1) tract.

Parking: Single-Family, Detached housing requires two (2) off-street parking spaces per dwelling unit. The previously approved elevations show two-car garages which will meet the off-street parking requirement. Parking in the driveway will provide extra parking spaces and exceed the minimum requirement. Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Single-Family	2 spaces per dwelling unit	>2 spaces

Streets & Sidewalks: The proposed public street network matches the approved Preliminary Plat. All proposed lots have access to a local street. The proposed local street connects to another local street (SW 40th St) and a Major Arterial (SW Westbound 40 Hwy). The proposed public pedestrian network matches the approved Preliminary Plat. All proposed lots have access to a public sidewalk or are directly across the street from a public sidewalk.

Traffic: Additional traffic improvements were not required with this phase of the development. Required Right-of-Way and easements have been shown on the Final Plat

Stormwater: **A stormwater management plan has been prepared by a professional engineer registered in the State of Missouri and submitted to Public Works for review**. Stormwater detention and stormwater quality requirements shall be met with this development project. The City requires adherence to the current edition of APWA 5600 for Detention and Water Quality. Design procedures for each water quality BMP are included in the MARC BMP Manual.

Sanitary Sewer: Gravity sanitary sewer is available to the east of this development. The sewer has capacity to convey flows generated from this development, but the developer is responsible for extending sewer within the property or otherwise connecting to the existing sanitary sewer.

Open Space: The Briarwood Oaks Estates neighborhood has provided open space in previous tracts as required in the “SF-7” Zoning District.

Signage: No additional signage is shown on the plan for the second plat. If the applicant would like to request signage, administrative sign permit approval will be required

Modifications

Requested: The proposed plans are substantial compliance with the previously approved Preliminary Plat. No Modifications are being requested.

Review Criteria: *A Final Plat shall be reviewed based on the following criteria:*

1. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

   STAFF RESPONSE: Staff finds the Final Plat is in substantial compliance with the approved Preliminary Plat and surrounding development pattern of single-family residential homes within Kimstin Place.

2. The construction plans meet all technical specifications.

   STAFF RESPONSE: Staff finds the Construction plans adequate and in conformance with adopted technical specifications and were approved by Staff.

3. The phasing and timing of public improvements ensures construction and performance guarantees.

   STAFF RESPONSE: Staff finds that the public improvements have been constructed and are in place to be used by this development.

4. Any deviations in the final plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

   STAFF RESPONSE: Staff finds the Final Plat is in substantial compliance with the Preliminary Plat with no deviations.

5. Covenants meeting the City's approval and containing all requirements of the UDC are approved by the City Attorney's office.

   STAFF RESPONSE: The developer is responsible for the drafting and recording of covenants and restrictions for the Final Plat which must include the extension of the HOA and address the maintenance of all common tracts and amenities.

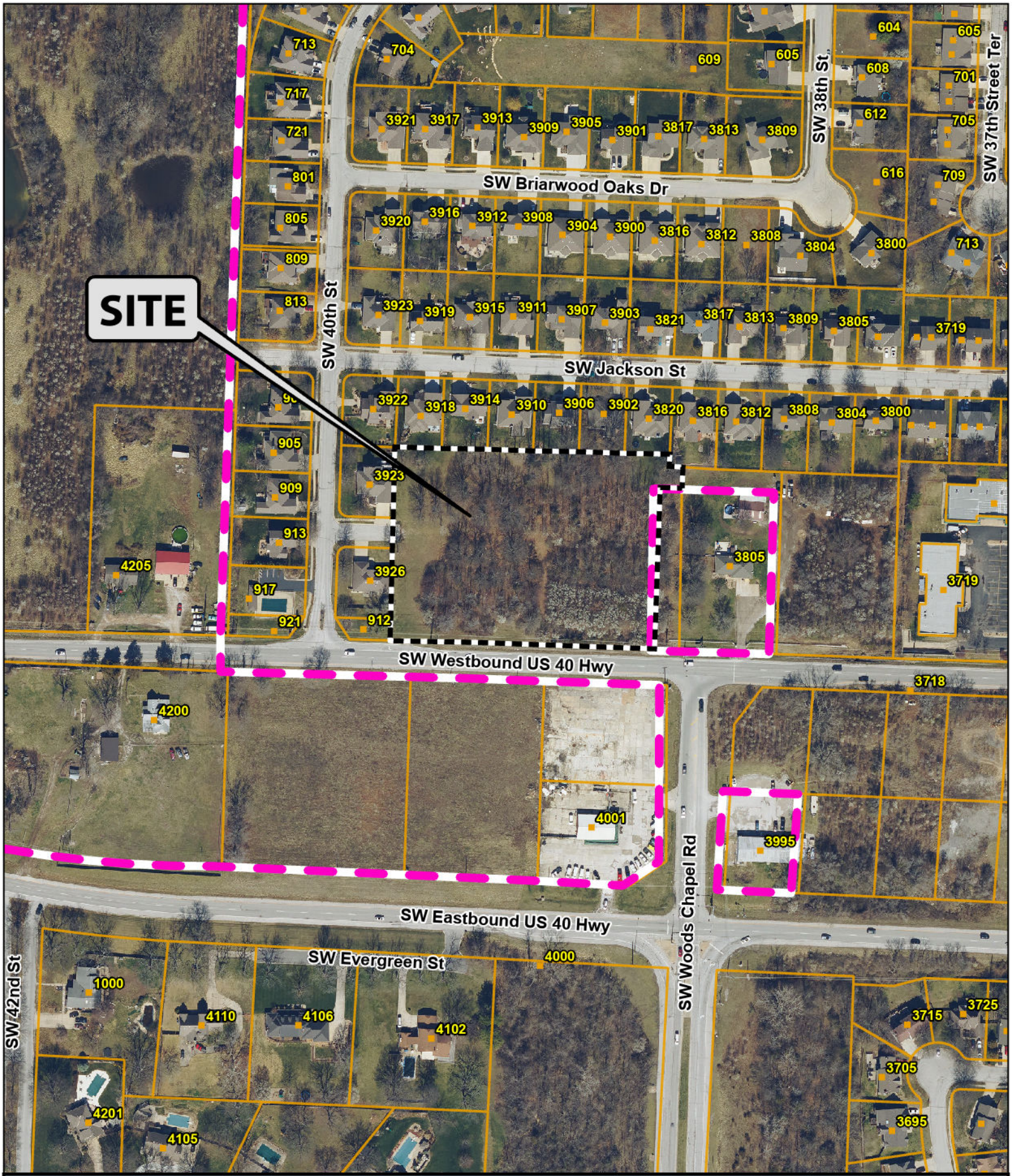
6. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval with conditions of the Preliminary Plat.

Approval of a final plat shall not constitute acceptance of public improvements. Such acceptance will require separate, formal action of the City Council.

Staff recommends approval of the Final Plat application with the following three (3) 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. Prior to building permit issuance, the following must occur:
    a. The Final Plat must be recorded with Jackson County.
    b. The recorded Declaration of Restriction documents must be provided to the City.
    c. All open space landscaping must be installed.
3. Prior to occupancy of each lot, the following must occur:
    a. The required landscaping for each lot shall be installed.
    b. The required public sidewalk for each lot shall be installed.

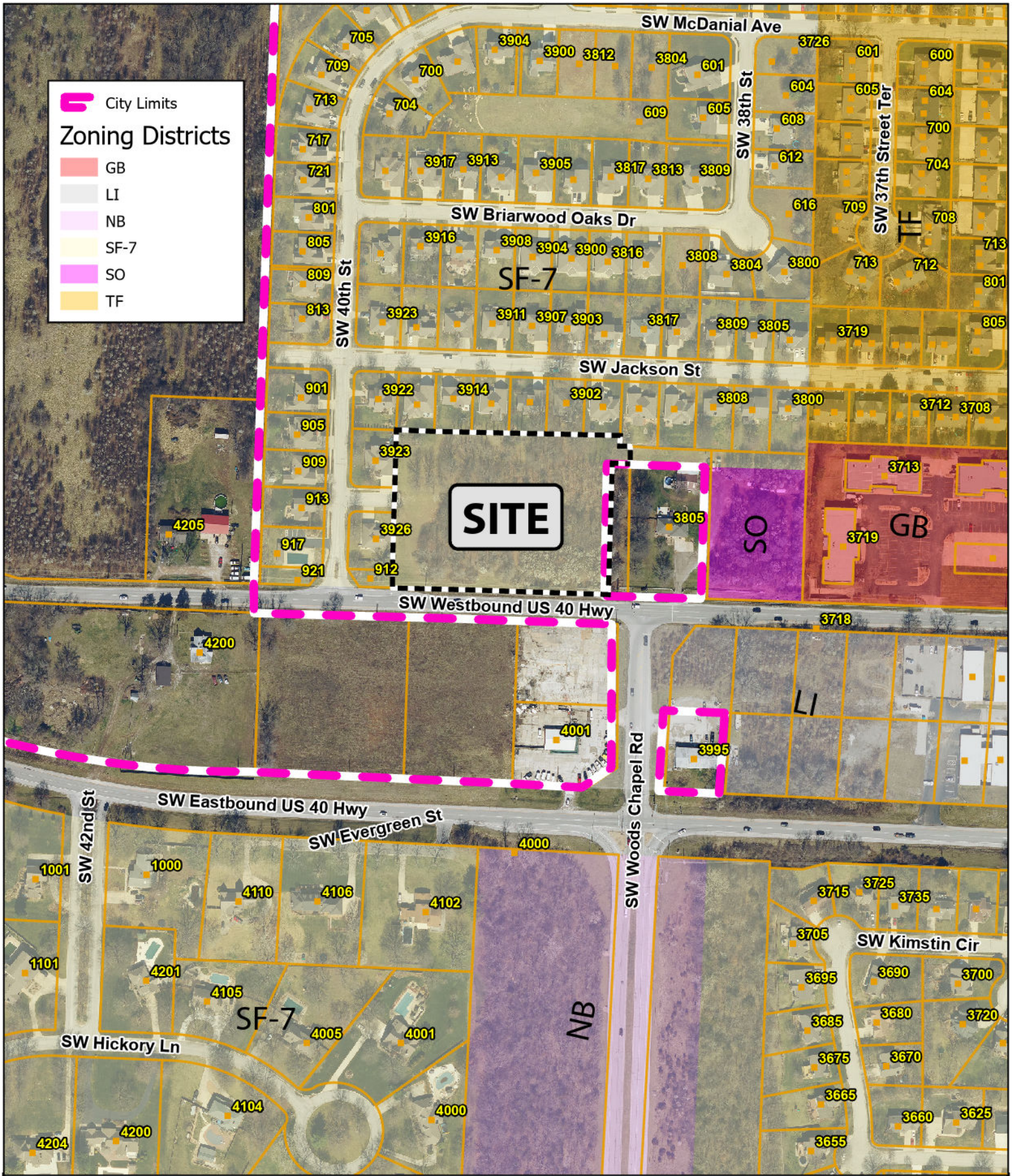


PF-09-25-9693
Parcel # 35-830-04-35-00-0-00-000
SW US 40 Hwy
AERIAL LOCATION MAP

N

1" = 200'

Date: 10/22/25



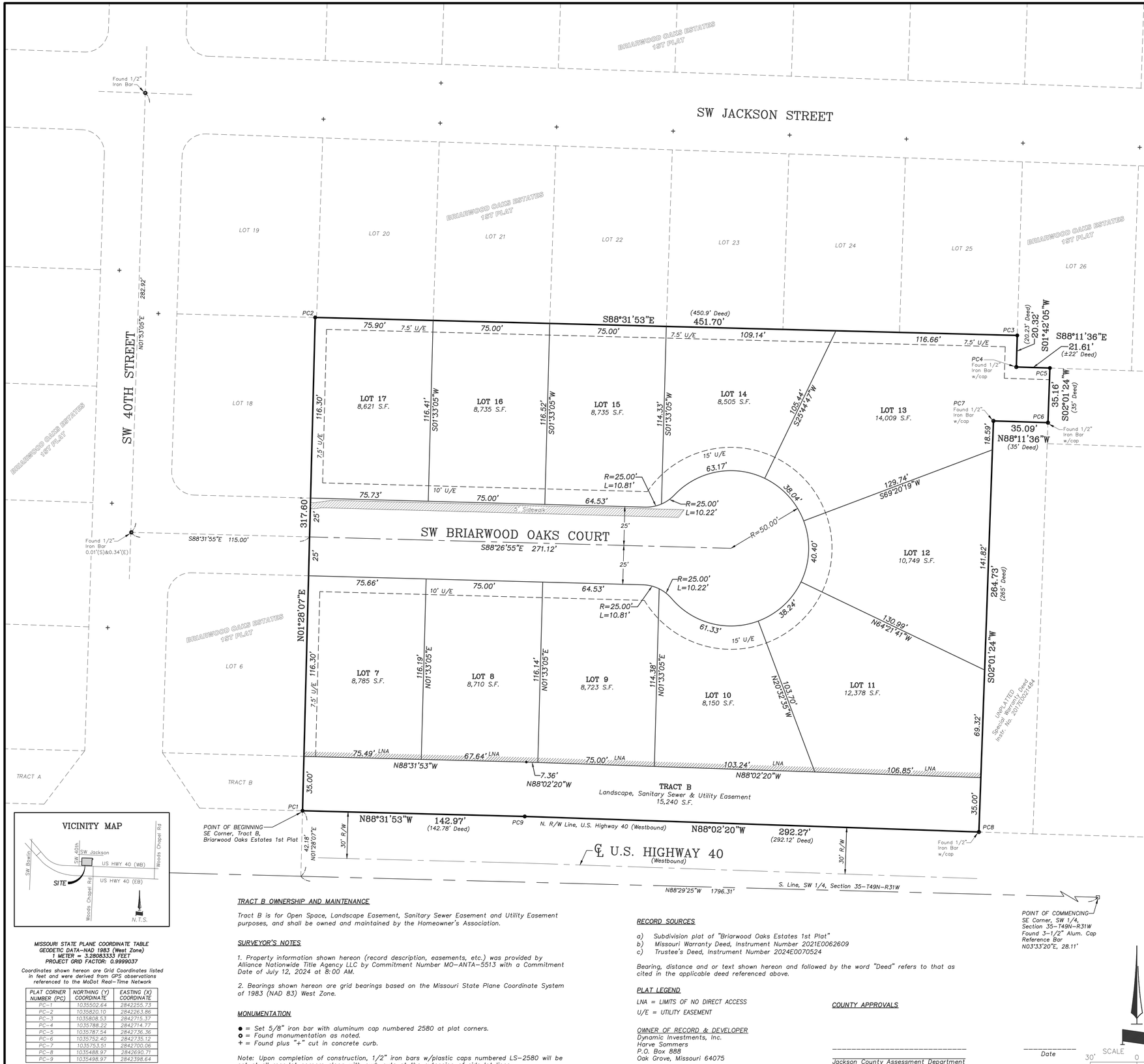
PF-09-25-9693
Parcel # 35-830-04-35-00-0-00-000
SW US 40 Hwy
ZONING MAP

N

1" = 200'

Date: 10/22/25

FINAL PLAT
BRIARWOOD OAKS ESTATES, 4TH PLAT
A PART OF THE SW 1/4, SECTION 35–T49N–R31W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI



MISSOURI STATE PLANE COORDINATE TABLE
GEODETIC DATA–NAD 1983 (West Zone)
1 METER = 3.28083333 FEET
PROJECT GRID FACTOR: 0.9999037

Coordinates shown hereon are Grid Coordinates listed in feet and were derived from GPS observations referenced to the MoDot Real–Time Network

PLAT CORNER NUMBER (PC)	NORTHING (Y) COORDINATE	EASTING (X) COORDINATE
PC–1	1035502.64	2842255.73
PC–2	1035820.10	2842263.86
PC–3	1035808.53	2842715.37
PC–4	1035788.22	2842714.77
PC–5	1035787.54	2842736.36
PC–6	1035752.40	2842735.12
PC–7	1035753.51	2842700.06
PC–8	1035488.97	2842690.71
PC–9	1035498.97	2842398.64

TRACT B OWNERSHIP AND MAINTENANCE

Tract B is for Open Space, Landscape Easement, Sanitary Sewer Easement and Utility Easement purposes, and shall be owned and maintained by the Homeowner's Association.

SURVEYOR'S NOTES

1. Property information shown hereon (record description, easements, etc.) was provided by Alliance Nationwide Title Agency LLC by Commitment Number MO–ANTA–5513 with a Commitment Date of July 12, 2024 at 8:00 AM.

2. Bearings shown hereon are grid bearings based on the Missouri State Plane Coordinate System of 1983 (NAD 83) West Zone.

MONUMENTATION

● = Set 5/8" iron bar with aluminum cap numbered 2580 at plat corners.
o = Found monumentation as noted.
+ = Found plus "+" cut in concrete curb.

Note: Upon completion of construction, 1/2" iron bars w/plastic caps numbered LS–2580 will be set at all rear lot corners along with curb cuts at the extension of side lot lines.

RECORD SOURCES

a) Subdivision plat of "Briarwood Oaks Estates 1st Plat"
b) Missouri Warranty Deed, Instrument Number 2021E0062609
c) Trustee's Deed, Instrument Number 2024E0070524

Bearing, distance and or text shown hereon and followed by the word "Deed" refers to that as cited in the applicable deed referenced above.

PLAT LEGEND

LNA = LIMITS OF NO DIRECT ACCESS
U/E = UTILITY EASEMENT

OWNER OF RECORD & DEVELOPER

Dynamic Investments, Inc.
Harve Sommers
P.O. Box 888
Oak Grove, Missouri 64075

COUNTY APPROVALS

_____
Jackson County Assessment Department

_____
Date

SCALE 1"= 30'
30' 0 30'

LEGAL DESCRIPTION

Containing 140,600 square feet or 3.2277 acres more or less.

All that part of the Southwest Quarter of Section 35, Township 49 North, Range 31 West of the Fifth Principal Meridian, in Blue Springs, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 35; thence North 88°29'25"West along the South line of said Southwest Quarter a distance of 1796.31 feet; thence North 01°28'07"East a distance of 42.18 feet to the Southeast corner of Tract B, BRIARWOOD OAKS ESTATES 1ST PLAT, a subdivision of land in said City, County and State, said Southeast corner being on the North right–of–way line of U.S. Highway 40 (Westbound) as it now exists and also being the POINT OF BEGINNING of the herein described tract of land; thence North 01°28'07"East along the boundary line of said BRIARWOOD OAKS ESTATES 1ST PLAT a distance of 317.60 feet to the Northeast corner of Lot 18 of said BRIARWOOD OAKS ESTATES 1ST PLAT; thence South 88°31'53"East along the boundary line of said BRIARWOOD OAKS ESTATES 1ST PLAT a distance of 451.70 feet to the Southeast corner of Lot 25 and the West line of Lot 26 of said BRIARWOOD OAKS ESTATES 1ST PLAT; thence South 01°42'05"West along the West line of said Lot 26 a distance of 20.32 feet to the Southwest corner thereof; thence South 88°11'36" East along the South line of said Lot 26 a distance of 21.61 feet; thence South 02°01'24"West a distance of 35.16 feet; thence North 88°11'36" West a distance of 35.09 feet; thence South 02°01'24"West a distance of 264.73 feet to the North right–of–way line of said U.S. Highway 40 (Westbound); thence North 88°02'20"West along said right–of–way line a distance of 292.27 feet; thence continuing along said right–of–way line North 88°31'53"West a distance of 142.97 feet to the POINT OF BEGINNING.

DEDICATION

The undersigned proprietors of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as:

"BRIARWOOD OAKS ESTATES, 4TH PLAT"

STREETS

The roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

EASEMENTS

An easement or license is hereby granted to the City of Blue Springs, Missouri to locate, construct and maintain or to authorize the location, construction and maintenance of conduits, gas, water, sewer lines, poles, wires, anchors and surface drainage and all or any of them over, under and along strips of land designated as "Utility Easement" or by the abbreviation "U/E" on the accompanying plat. No fence will be allowed in areas designated as "Landscape Easement".

LIMITS OF NO ACCESS (LNA)

Lots 7 through 11 inclusive, Briarwood Oaks Estates, 4th Plat, shall have no direct access to U.S. Highway 40.

ACKNOWLEDGMENT

IN WITNESS WHEREOF: Dynamic Investments Inc., a Missouri Corporation, has caused these presents to be signed this _____ day of _____ 20_____

DYNAMIC INVESTMENTS, INC.

_____
Harve L. Sommers (President)

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____ 20_____, before me the undersigned Notary Public, personally appeared Harve L. Sommers, President of Dynamic Investments, Inc., a Missouri Corporation, to me known to be the person(s) described in and who executed the foregoing instrument in behalf of said Corporation, and acknowledged that he/she executed the same as the free act and deed of said Corporation.

IN TESTIMONY THEREOF: I have hereunto set my hand and affixed my seal the day and year last written above.

My Commission Expires: _____

_____
Notary Public

CITY APPROVALS

_____ _____
Mike Mallon, Sr. Director of City Development *Date*

_____ _____
Chris Henning, Planning Commission Chairman *Date*

_____ _____
City Engineer *Date*

This hereby certifies that the accompanying plat of "Briarwood Oaks Estates, 4th Plat" was submitted to and duly approved by the Mayor and City Council of the City of Blue Springs, Jackson County, Missouri on this ____ day of _____, 2025, by Ord. No. _____.

_____ _____
Chris Lievsay, Mayor *Date*

_____ _____
Erin Ford, City Clerk *Date*

SURVEYOR'S CERTIFICATION

I hereby certify that a subdivision plat was made by me, or under my direct supervision, on the ground of the premises herein described, and the results of said survey are represented hereon. This plat was executed in accordance with the current standards for property boundary surveys (type urban) in the State of Missouri. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

_____
Jeffrey B. Lovelace, PLS
Missouri Registration No. 2580

DATE	NUMBER	REVISION	BY:	APPROVED
09-02-2025	1	Addressed City Comments		
09-30-2025	2	Addressed City Comments		
10-01-2025	3	Added 15' U/E to Lot 14		
10-14-2025	4	Addressed City Comments		
10-20-2025	5	Addressed City Comments		

FINAL PLAT
BRIARWOOD OAKS ESTATES, 4TH PLAT
IN THE SW 1/4, SECTION 35-T49N-R31W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI

PREPARED FOR: DYNAMIC INVESTMENTS, INC.
P.O. Box 888
Oak Grove, Missouri 64075

Project No: 24124
Drawn By: JBL
Checked By: JBL
Date: 04-12-2025
Scale: 1" = 30'
File Name: 24124 - Plat
Certificate of Authority: Missouri - 2002026538 Kansas - LS-154

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street Lee's Summit, Missouri 64063
Phone: (816) 347-9997 Fax: (816) 347-9979

FINAL PLAT

SHT **1** OF **1**

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 29, 2025

SUBMITTED BY: Nic Hutchison **DEPARTMENT: CITY DEVELOPMENT**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☒ Balanced Growth	☐ Community Identity
☐ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Passage of a Bill approving the Final Plat for Hudson Estates of Blue Springs (PF-09-25-9702) consisting of two lots located east of 7 Highway and South of Cordill-Mason Elementary School.

BACKGROUND/JUSTIFICATION

The applicant requests approval of a Final Plat for Hudson Estates of Blue Springs, a proposed 60-unit, single-story apartment complex on approximately 15.27 acres. The plat includes two tracts adjacent to MO-7 Highway and two (2) additional lots to the east to accommodate the apartment complex and required street right-of-way.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 4, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat application with the following five (5) conditions:

1. Approval of this Final Plat, based on the plans and documents submitted, does not waive any requirement of the Unified Development Code (UDC) unless specifically modified through the approved General Development Plan (GDP).
2. All required off-site easements shall be executed and recorded with Jackson County prior to the City signing the Final Plat for recording.
3. A performance bond shall be submitted and accepted by the City prior to releasing the Final Plat for recording with Jackson County.
4. The City may issue building permits prior to full completion of the public street, provided that an all-weather, dust-free surface capable of supporting emergency response vehicles is installed and approved by the City. No Certificates of Occupancy shall be issued until the public improvements are completed by City Standards and approved.
5. Upon acceptance of the public improvements, the developer shall submit a two (2) year maintenance bond, after which the performance bond may be released.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	October 27, 2025
Action:	Recommended approval with five (5) conditions: 8 Aye – 0 Nay

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with Attachments
2. Bill approving the Final Plat

REVIEWED BY:

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

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: October 27, 2025 City Council: November 3, 2025
Project Name:	***Hudson Estates of Blue Springs Final Plat***
Site Location:	East of 7 Highway and South of Cordill-Mason Elementary School
Project Request:	PF-09-25-9702; Final Plat for sixty (60) unit single-story apartment complex on 15.27 +/- acres

Applicant: Kyle Miller | Crockett Engineering Consultants
Property Owner: Sentry Real Estate LLC
Staff Planner: Nic Hutchison | Assistant Director

Project Description: The applicant requests approval of a Final Plat for *Hudson Estates of Blue Springs*, a proposed 60-unit, single-story apartment complex on approximately 15.27 ± acres. The plat includes two (2) tracts adjacent to MO-7 Highway and two (2) additional lots to the east to accommodate the apartment complex and required street right-of-way.

Staff Recommendation: Staff recommends approval with conditions of the Final Plat application.

Previous Actions:

Date	Review Body	Action
04/01/2024	City Council	Approved GDP-02-24-9040 General Development Plan for 60 unit single-story apartment complex; and PP-02-24-9041 Preliminary Plat.
8/14/2017	Planning Commission	Continued the public hearing for Eagles Creek PDC-07-17-5930. The 2017 application for Eagles Creek was withdrawn and is not related to the current development proposal.

Future Applications: Prior to the issuance of any building permits within this plat, the Final Plat must be approved by the City Council and recorded with Jackson County.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"MF-14" (Moderate Density Multi-Family District)	School, Elementary
South:	"SF-7/PR-O" (Single-Family District / Planned Residential Overlay District)	Single Family Residential
East:	"SF-7" (Single-Family District)	Undeveloped Land
West:	"GB" (General Business)	Undeveloped Land

PLAT ANALYSIS

Platting is a process where a proposed division, or partition of land and property interests therein, is reviewed to ensure: development patterns in compliance with long-range comprehensive plans; coordinating infrastructure with existing, future and potential capital improvements; and that all lots are buildable, served with adequate public facilities, and capable of meeting the zoning and development standards.

Final Plat Requirements: The proposed Final Plat meets the minimum standards described in UDC Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Phasing: Hudson Estates of Blue Springs is currently proposed as a single phase. There are currently no plans for a second phase of Hudson Estates of Blue Springs, but if the remaining undeveloped tracts are proposed for development, a new General Development Plan will be required to be submitted for review and approval.

Preservation: The site is currently undeveloped and consists primarily of open grassland with scattered mature trees. A concentrated row of mature trees of various species extends north-south near the existing stub of SW 3rd Street within the Eagles Ridge Subdivision. This tree line bisects the property between Eagles Ridge and Cordill-Mason Elementary and follows the ridgeline at the highest point of the site, where the land slopes downward to the east and west.

An additional dense stand of mature trees and understory vegetation exists along the southern property line adjacent to Eagles Ridge. The applicant has elected to preserve this vegetation under UDC Section 407.040(H) – Existing Tree Protection, rather than clearing the area and replanting a new landscape buffer. A Tree Preservation Area easement has been established over this vegetation, located outside the existing utility easement, allowing the preserved tree line to function as the required buffer between Hudson Estates of Blue Springs and Eagles Ridge.

Staff supports this approach, finding that preservation of mature vegetation provides greater long-term community value, visual screening, and environmental benefit than installing new plantings that would take years to establish comparable density and character.

Parking: Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Multi-Family	2 spaces per 2-bed (60 2-bed units = **120 spaces**)	2 spaces provided per 2-bed unit. **120 spaces provided**

Bike parking is required and proposed as follows:

Land Use	Required	Provided
Residential	1 space per 8 units without private garage (60 units) = 8 spaces	10 spaces

Streets & Sidewalks: The development is proposing four (4) points of access to the proposed SW Hudson Drive. When fully constructed, Hudson Drive will extend from 7 Highway on the west to the

development's eastern boundary and terminate with a temporary cul-de-sac. Eventually, Hudson Drive is planned to connect to the Eagles Creek Subdivision to the east where property has already been preliminary platted to include an extension of SE Hudson Drive from Adams Dairy Parkway to the west. A 5-ft sidewalk is required along both sides of SW Hudson Drive. Limits of No Access are planned along SW Hudson Drive, except for the private drives that serve this development. The Eagles Creek Subdivision also utilized a Limits of No Access along its portion of Hudson to prevent unnecessary curb cuts, improve traffic safety and prevent garages and private driveways from fronting the residential collector street.

Traffic: A Traffic Impact Study was completed by Crockett Engineering Consultants, dated March 2024; to determine how this development will influence Mo 7 Highway. All movements at the intersection of MO 7 are projected to continue to operate at nearly the same levels of service. As such, no improvements are identified to mitigate the addition of side development traffic.

Water: A independent utility easement is being dedicated as part of this Plat to Water District 13. This easement will be recorded in advance of the filing of this Final Plat. All utilities will be installed in advance of construction.

Stormwater: A stormwater management plan has been prepared by a professional engineer, and subsequent detention and stormwater quality requirements have been met. All overland flow and detention areas are contained within a drainage easement.

Sanitary Sewer: Gravity sanitary sewer is available along the west side of Mo 7 Highway. The sewer has capacity to convey flows generated from this development, but the developer is responsible for extending sewer within the property or otherwise connecting to the existing sanitary sewer.

Open Space: The "Apartment Complex" building type requires that a minimum of 40% of the total site be open space, though only 10% of the open space must be active open space. The applicant is providing 6.61 acres of open space, which is approximately 43% of the total development site and of that, 10.1% is classified as active open space.

Active open space includes any open space area meeting the Open Space Systems per UDC Section 406.030. Open space includes outdoor, unenclosed areas, designed and accessible for recreation, pedestrian access, or landscaping, but does not include parking areas, access drives/driveways, or other areas intended for vehicular travel, and building coverage. All required open space amenities must be installed prior to occupancy of the first building.

Open Space	Required	Proposed
Open Space	40% minimum 6.61 Acres	43.2% 6.61 Acres
Active Open Space	10% minimum (Building Type) .61 Acres Amenity Space and Internal Sidewalk System	10.1% 0.62 Acres of open space

Signage: A monument sign is being proposed near the Community Building at the east driveway. Sign requirements will be reviewed in greater detail during the sign permitting processes.

Modifications Requested: The proposed plans are in agreement with the previously approved Preliminary Plat. No Modifications are being requested.

Review Criteria: *A Final Plat shall be reviewed based on the following criteria:*

1. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

   STAFF RESPONSE: Staff finds the Final Plat is in substantial compliance with the approved Preliminary Plat and maintains compatibility with the surrounding development pattern of single-family residential homes within the Eagles Creek Subdivision.

2. The construction plans meet all technical specifications.

   STAFF RESPONSE: A performance bond will be posted for infrastructure prior to the final plat being recorded. The City agrees to issue building permits for the property without the road being completed as long as the road surface is all-weather, dust-free surface capable of handling the weight of emergency equipment vehicles. Once the road is completed and approved by Engineering, the performance bond will be released and a new 2-year maintenance bond will be needed.

3. The phasing and timing of public improvements ensures construction and performance guarantees.

   STAFF RESPONSE: Staff finds the Final Plat reflects the same phasing and public improvement schedule as the approved Preliminary Plat. No deviations are proposed.

4. Any deviations in the final plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

   STAFF RESPONSE: Staff finds the proposed development is consistent with the Comprehensive Plan and complements the evolving character of the area, which includes recently redeveloped commercial corridors and newer multi-family housing developments.

5. Covenants meeting the City's approval and containing all requirements of the UDC are approved by the City Attorney's office.

   STAFF RESPONSE: The developer is responsible for drafting and recording covenants and restrictions for the Final Plat. These documents must include the extension of the Homeowners Association (HOA) and address the maintenance responsibilities for all common tracts, open space, and amenities.

6. The recommendations of professional staff.

STAFF RESPONSE: Staff recommends Approval with conditions of the Final Plat application.

Approval of a Final Plat does not constitute acceptance of public improvements. Such acceptance shall only occur following the completion, inspection, and approval of the public improvements, and shall require separate formal action by the City Council.

Staff recommends approval of the Final Plat application with the following conditions:

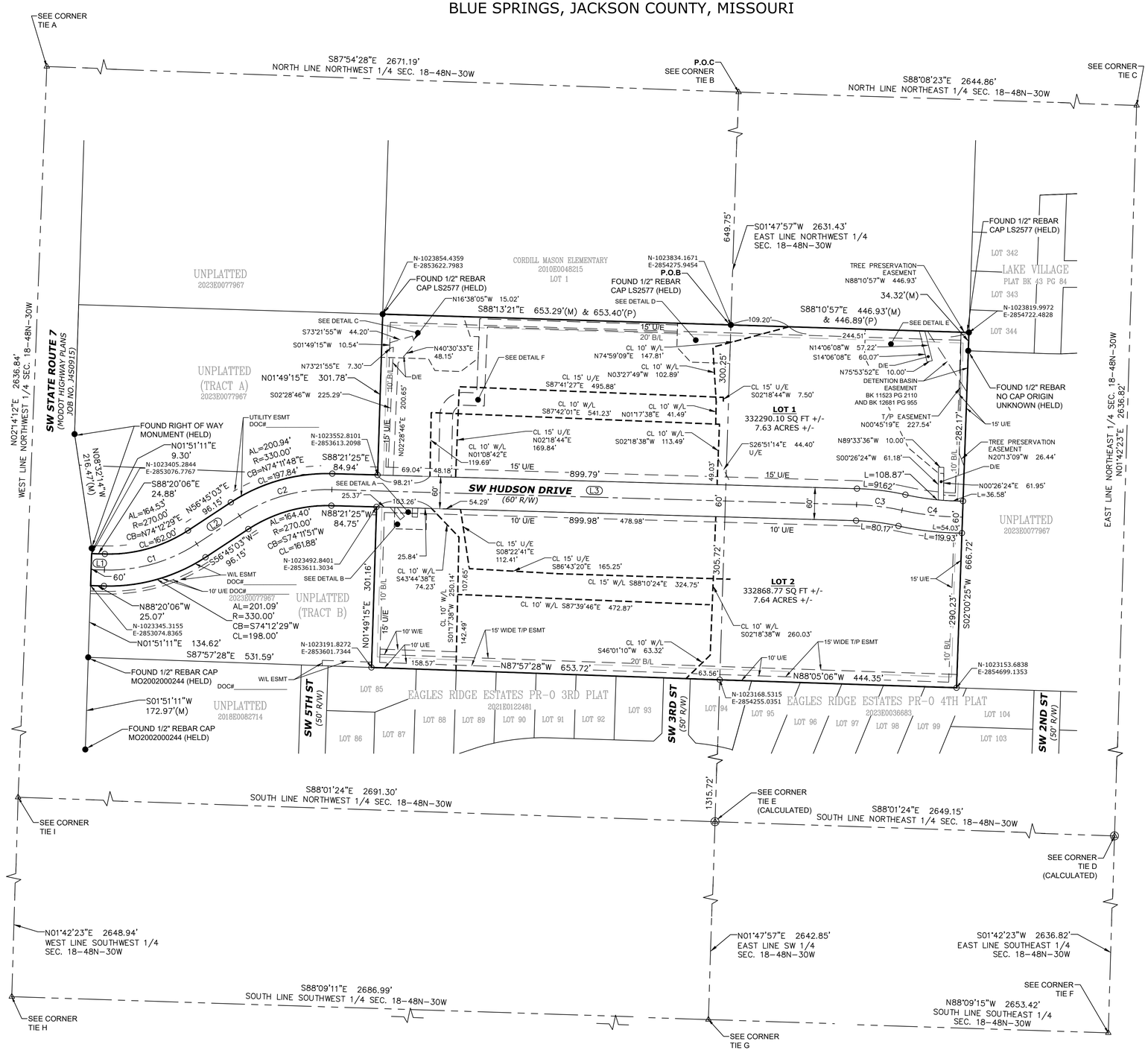
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5. Upon acceptance of the public improvements, the developer shall submit a two-year maintenance bond, after which the performance bond may be released.

FINAL PLAT

HUDSON ESTATES OF BLUE SPRINGS

A TRACT OF LAND IN THE NORTH HALF OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, OF THE 5TH P.M., IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

Parcel Line and Curve Table			
Line #/Curve #	Length	Chord Bearing	Radius
L1	24.98'	S88°20'06"E	-
C1	182.81'	N74°12'29"E	300.00'
L2	96.15'	N56°45'03"E	-
C2	182.67'	N74°11'49"E	300.10'
L3	984.73'	S88°21'25"E	-
C3	85.90'	S82°53'53"E	450.00'
C4	114.40'	S83°37'15"E	530.00'



KS ENG COA: #3315
KS SUR COA: #363
MO ENG COA: #2022014064
MO SUR COA: #2022014231

ALC
ATLAS LAND CONSULTING
SURVEYING | CIVIL ENGINEERING | DRONE | CAD
atlaslandconsulting.com
14500 Parallel Road, Unit R, Basehor KS 66007

FINAL PLAT 1 OF 2

LEGEND

△	DENOTES FOUND SECTION CORNER	*(M)*	MEASURED
○	DENOTES SET 5/8" REBAR MO CLS 2022014231	*(D)*	DEEDED
●	DENOTES FOUND PROPERTY CORNER	*(P)*	PLATTED
B/L	BUILDING LINE	*(C)*	CALCULATED
U/E	UTILITY EASEMENT	*R*	RADIUS
W/E	WATER LINE EASEMENT	*CB*	CHORD BEARING
T/P	TREE PRESERVATION EASEMENT	*CL*	CHORD LENGTH
A/E	ACCESS EASEMENT	*AL*	ARC LENGTH
		R/W	RIGHT OF WAY

I DECLARE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS PLAT AND SURVEY MEETS THE CURRENT "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (20 CSR 2030-16).

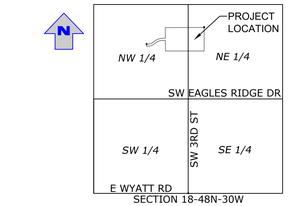
10/24/2025
ANDREA WEISHAUBT NUMBER PLS-2025003640 ATLAS LAND CONSULTING

ANDREA N WEISHAUBT PLS 2025003640

GENERAL NOTES

1. BEARINGS SHOWN HEREON RAE GRID BEARINGS BAED ON THE MISSOURI COORDINATE SYSTME OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "JA-08", 2003 ADJUSTMENT (N: 313057.456 METERS, E: 870538.274 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM, AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.9999053 WAS USED.
2. ALL DISTANCES SHOWN HEREON ARE IN FEET
3. REFERENCED SURVEY
   -CORDILL MASON ELEMENTARY DOC 2010E0048215
   -LAKE VILLAGE PLAT BK 43 PG 84
   -EAGLES RIDGE ESTATES PR-O 3RD PLAT DOC 2021E0122481
   -EAGLES RIDGE ESTATES PR-O 4TH PLAT DOC 2023E0036683
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM THE COMMITMENT FOR TITLE INSURANCE ISSUED BY MIDWEST LAND TITLE LLC, COMMITMENT NUMBER 2306074, HAVING AN EFFECTIVE DATE OF JULY 21, 2023.
5. THE SUBJECT PROPERTY IS LOCATED WITHIN AREA OF ZONE A, WITHOUT BASE FLOOD ELEVATION, AVAILABLE BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NO. 29095C0435G, WITH A DATE OF IDENTIFICATION OF 01/20/2017 IN JACKSON COUNTY, STATE OF MISSOURI, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
6. CLOSURE PRECISION: 1 PART IN 15532026.667
7. CURRENT ZONING - MF14

VICINITY MAP



SECTION 18-48N-30W
1"=2000' SCALE

SECTION CORNER TIES:

(A) NORTHWEST CORNER OF THE NW 1/4 SEC. 18-48N-30W
-FOUND CHISELED "+" IN GUTTER OF CURB.
(B) NORTHEAST CORNER OF THE NW 1/4 SEC. 18-48N-30W
-FOUND 5/8" BAR WITH ALUMINUM CAP STAMPED "E.W. GARD PLS-1449".
(C) NORTHEAST CORNER OF THE NE 1/4 SEC. 18-48N-30W
-FOUND 3/8" REBAR
(D) CALCULATED SOUTHEAST CORNER OF THE NE 1/4 SEC. 18-48N-30W
(E) CALCULATED SOUTHEAST CORNER OF THE NW 1/4 SEC. 18-48N-30W
(F) SOUTHEAST CORNER OF THE SE 1/4 SEC. 18-48N-30W
-FOUND 1/2" REBAR WITH 1.5" ALUMINUM CAP
(G) SOUTHEAST CORNER OF THE SE 1/4 SEC. 18-48N-30W
-FOUND 5/8" REBAR WITH 1.5" ALUMINUM CAP
(H) SOUTHWEST CORNER OF THE SW 1/4 SEC. 18-48N-30W
-FOUND 1/2" REBAR
(I) SOUTHWEST CORNER OF THE NW 1/4 SEC. 18-48N-30W
-FOUND 2.5" ALUMINUM CAP STAMPED TORRES CONSULTING ENGINEERS LS. 227D

JOB NO:24-275

SCALE

100 50 0 100
SCALE IN FEET

SEC-TWN-RNG

18-48N-30W

PREPARED FOR

PARCEL NUMBER:
41-920-01-04-00-0-00-000
41-920-01-05-00-0-00-000
41-910-99-04-00-0-00-000

SENTRY REAL ESTATE

ADDRESS:
BLUE SPRINGS, MO

DATE

OCTOBER 24, 2025

22/2025 9:00 AMAUSTINTHOMPSON

FILE : S:\Atlas Land Consulting\2024\24-275 MACO Development Hudson Estates Blue Springs\Hudson Estates.dwg

FINAL PLAT

HUDSON ESTATES OF BLUE SPRINGS

A TRACT OF LAND IN THE NORTH HALF OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, OF THE 5TH P.M., IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

DESCRIPTION:

A TRACT OF LAND IN THE NORTH HALF OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, OF THE 5TH PM., IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED BY ANDREA N WEISHAUBT MOPLS 2025003640, AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 01°47'57" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 649.75 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 CORDILL MASON ELEMENTARY, A SUBDIVISION OF LAND IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ALSO KNOWN TO BE THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 88°10'57" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, 446.93 FEET TO THE A SOUTHEAST CORNER OF SAID LOT 1, ALSO KNOWN TO BE A POINT ON THE WEST LINE OF LOT 344 LAKE VILLAGE, A SUBDIVISION OF LAND IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI; THENCE SOUTH 02°00'25" WEST, ALONG SAID WEST LINE, 666.72 FEET TO A POINT ON THE NORTH LINE OF EAGLES RIDGES ESTATES PR-O 4TH PLAT, A SUBDIVISION OF LAND IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI; THENCE NORTH 88°05'06" WEST, ALONG SAID NORTH LINE, 444.35 FEET TO A POINT ON THE NORTH LINE OF EAGLES RIDGE ESTATES PR-O 3RD PLAT, A SUBDIVISION OF LAND IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI; THENCE NORTH 87°57'28" WEST, ALONG SAID NORTH LINE, 653.72 FEET; THENCE NORTH 01°49'15" EAST, 301.16 FEET; THENCE NORTH 88°21'25" WEST, 84.75 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 164.40 FEET, A RADIUS OF 270.00 FEET, A CHORD BEARING OF SOUTH 74°11'51" WEST, AND A CHORD LENGTH OF 161.88 FEET; THENCE SOUTH 56°45'03" WEST, 96.15 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 201.09 FEET, A RADIUS OF 330.00 FEET, A CHORD BEARING OF SOUTH 74°12'29" WEST, AND A CHORD LENGTH OF 198.00 FEET; THENCE NORTH 88°20'06" WEST, 25.07 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SW STATE ROUTE 7 AS IT NOW EXISTS; THENCE NORTH 01°51'11" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 60.00 FEET; THENCE SOUTH 88°20'06" EAST, 24.88 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 164.53 FEET, A RADIUS OF 270.00 FEET, A CHORD BEARING OF NORTH 74°12'29" EAST, AND A CHORD LENGTH OF 162.00 FEET; THENCE NORTH 56°45'03" EAST, 96.15 FEET, THENCE NORTHEASTERLY, ON A CURVE THE RIGHT, HAVING AN ARC LENGTH OF 200.94 FEET, A RADIUS OF 330.00 FEET, A CHORD BEARING OF NORTH 74°11'48" EAST, AND A CHORD LENGTH OF 197.84 FEET; THENCE SOUTH 88°21'25" EAST, 84.94 FEET; THENCE NORTH 01°49'15" EAST, 301.78 FEET TO THE SOUTHWEST CORNER OF LOT 1 SAID CORDILL MASON ELEMENTARY; THENCE SOUTH 88°13'21" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, 653.29 FEET TO THE POINT OF BEGINNING.
CONTAINING 765,457.64 SQ FT OR 17.57 ACRES MORE OR LESS

WATERLINE EASEMENT:
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO PUBLIC WATER SUPPLY DISTRICT NO. 13, JACKSON COUNTY, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF WATER MAINS, HYDRANTS, VALVES, AND APPURTENANCES, TOGETHER WITH THE NECESSARY EQUIPMENT AND FACILITIES, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED AS "WATER EASEMENT" OR BY THE ABBREVIATION "W/E" ON THE ACCOMPANYING PLAT. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID WATER EASEMENT, AND THERE SHALL BE NO ALTERATION TO THE GRADES OR CONTOURS IN SAID EASEMENT WITHOUT THE APPROVAL OF PUBLIC WATER SUPPLY DISTRICT NO. 13.

UTILITY EASEMENTS:
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF BLUE SPRINGS, MISSOURI, AND TO THE RESPECTIVE PROVIDERS OF GAS, ELECTRIC, TELECOMMUNICATIONS, SEWER, AND OTHER UTILITIES, TO LOCATE, CONSTRUCT AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONDUITS, GAS MAINS, ELECTRIC LINES, TELECOMMUNICATION LINES, SEWER LINES, POLES, WIRES, ANCHORS, SURFACE DRAINAGE, AND ALL OR ANY OF THEM, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENT" OR BY THE ABBREVIATION "U/E" ON THE ACCOMPANYING PLAT. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID UTILITY EASEMENT, AND THERE SHALL BE NO ALTERATION TO THE GRADES OR CONTOURS IN SAID EASEMENT WITHOUT THE APPROVAL OF THE CITY ENGINEERING DEPARTMENT.

DRAINAGE AND GRADING EASEMENTS:
AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "GRADING" AND "DRAINAGE" EASEMENTS OR BY THE ABBREVIATION "DE" ARE HEREBY DEDICATED TO THE PUBLIC FOR THE PURPOSE OF STORM WATER DRAINAGE WAYS, GRADING, OR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REMOVING AND REPLACING STORM WATER DRAINAGE FACILITIES IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEERING DEPARTMENT. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID DRAINAGE OR GRADING EASEMENTS, AND THERE SHALL BE NO ALTERATION TO THE GRADES OR CONTOURS IN SAID EASEMENTS WITHOUT THE APPROVAL OF THE CITY ENGINEERING DEPARTMENT.

DRAINAGE ACCESS EASEMENT:
AREAS DESIGNATED AS DRAINAGE ACCESS EASEMENTS ARE HEREBY RESERVED FOR ACCESS OVER, ACROSS, AND UPON AREAS OF THE LOT FOR INGRESS AND EGRESS OF ALL CITY OF BLUE SPRINGS VEHICLES AND PEDESTRIANS. NO FENCE WALL, PLANTING, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID EASEMENT HEREBY DEDICATED AND THERE SHALL BE NO ALTERATION TO THE GRADES OR CONTOURS IN SAID DRAINAGE OR GRADING EASEMENTS WITHOUT THE APPROVAL OF THE CITY ENGINEERING DEPARTMENT. NOTHING HEREIN SHALL REMOVE, EXCUSE, OR RELEASE INDIVIDUALS, CORPORATIONS, PROPERTY OWNER ASSOCIATIONS OF ANY KIND, OR OTHER ENTITY WHICH IS REQUIRED TO MOW AND MAINTAIN, KEEP IN A CONDITION FOR ITS INTENDED PURPOSE, DRAIN WATER FROM ANY SOURCE, OR TAKE OTHER ACTION WITH RESPECT TO THE AREAS WITHIN THE EASEMENTS HEREIN GRANTED IMPOSED BY CITY, STATE, OR FEDERAL LAW. SHOULD THE GRANTEE, IN ITS SOLE DISCRETION, DETERMINE THAT IT SHOULD ENTER UPON THE EASEMENT AREA(S) TO MAINTAIN, CONSTRUCT, RECONSTRUCT, CLEAN, OR TAKE OTHER ACTION TO RETURN THE EASEMENT AREA(S) TO A CONDITION WHERE ITS PURPOSE MAY BE ENJOYED BY THE GRANTEE AND THOSE WHO ENJOY ACCESS AND USE UNDER GRANTEE'S RIGHTS, OR TO RETURN THE EASEMENT AREA TO A FUNCTIONING DRAINAGE AREA, THE PROPERTY OWNER'S ASSOCIATION AND THOSE OWNING LOTS CREATED BY THIS PLAT SHALL BE LIABLE TO THE GRANTEE FOR ITS REASONABLE COSTS OF UNDERTAKING SUCH ACTION.

ACCESS EASEMENT:
AREAS DESIGNATED AS ACCESS EASEMENTS ARE HEREBY RESERVED FOR ACCESS OVER, ACROSS, AND UPON THE PAVED AREAS OF THE LOT FOR THE INGRESS AND EGRESS OF ALL OWNERS, OCCUPANTS AND THEIR GUESTS AND INVITEES, EMERGENCY VEHICLES, EMERGENCY RESPONDERS, LAW ENFORCEMENT PERSONNEL AND THEIR EQUIPMENT, AND PUBLIC SERVICE PROVIDERS, OVER, ACROSS, AND UPON AREAS DESIGNATED AS ACCESS EASEMENTS. BY THE GRANTING OF THIS EASEMENT, IT SHALL NOT BE CONSTRUED TO PROHIBIT THE OWNER FROM DEVELOPING THE PROPERTY OR FROM THE LAYING OUT, ESTABLISHING, AND CONSTRUCTING PAVEMENT, SURFACING OF ROADWAYS, CURBING AND GUTTERS ALONG, UPON, OVER, OR ACROSS SAID EASEMENT OR ANY PORTION THEREOF; PROVIDED, HOWEVER, SAID EASEMENT SHALL BE KEPT FREE FROM BUILDINGS, AND ANY OTHER STRUCTURE OR OBSTRUCTION WHICH WOULD PROHIBIT VEHICULAR AND/OR PEDESTRIAN ACCESS IN THE DESIGNATED ACCESS EASEMENT.

DEDICATION OF DETENTION AREA:
AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DETENTION AREA" ARE HEREBY ESTABLISHED BY GRANT OF THE OWNERS AS A PERPETUAL RESTRICTIVE EASEMENT FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, STORAGE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THIS SUBDIVISION AND FROM PROPERTIES OUTSIDE THIS SUBDIVISION. DRAINAGE FACILITIES CONSTRUCTED IN SAID DETENTION AREA SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BLUE SPRINGS AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER. SAID DETENTION AREA SHALL BE MAINTAINED AS PERMANENT OPEN SPACE BY THE OWNERS OF THE LOT OR LOTS OVER WHICH THE EASEMENT IS LOCATED. IN THE EVENT SAID LOT OWNERS SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID DETENTION AREA, THE CITY OF BLUE SPRINGS MAY ENTER UPON SAID AREA, PERFORM SUCH MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY SAID LOT OWNERS PROPORTIONATELY ON THE BASIS OF LOT OWNERSHIP. IN THE EVENT SAID LOT OWNERS FAIL TO PAY THE COST OF SAID MAINTENANCE OR ANY PART THEREOF WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SAID MAINTENANCE, SAID COST SHALL BE A LIEN AGAINST ALL LOTS IN THE SUBDIVISION FOR WHICH PROPORTIONATE PAYMENT HAS NOT BEEN MADE WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BLUE SPRINGS. NO FENCE, WALL, PLANTING, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID DETENTION AREA WITHOUT APPROVAL OF THE CITY ENGINEER OF THE CITY OF BLUE SPRINGS, AND THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID DETENTION AREA WITHOUT APPROVAL OF THE CITY ENGINEER. SAID EASEMENT, OR ANY PART THEREOF, MAY BE TERMINATED, RELEASED, AND CANCELED UPON RESOLUTION BEING ADOPTED BY THE BLUE SPRINGS CITY COUNCIL PROVIDING SUCH.

STREET DEDICATION:
SOUTHWEST HUDSON DRIVE, AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED, IS HEREBY DEDICATED TO THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI.

IMPROVEMENT DEDICATION:
ALL STREETS, ROADS, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, CURBS, GUTTERS, AND STORMWATER FACILITIES, AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, FOR PUBLIC USE AND MAINTENANCE.

DEDICATION:
IN TESTIMONY WHEREOF,
I, UNDERSIGNED OWNER OF SUBJECT PROPERTY, HAVE SET OUR HANDS THIS _____ DAY OF _____,20__.

_____
SENTRY REAL ESTATE LLC, MANAGING MEMBER, JOHN A. CHRISTIANSEN

ACKNOWLEDGEMENT:

STATE OF MISSOURI
COUNTY OF

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, CAME _____, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FORGOING INSTRUMENT OF WRITING, AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:_____

IN TESTIMONY WHEREOF,
I, UNDERSIGNED OWNER OF SUBJECT PROPERTY, HAVE SET OUR HANDS THIS _____ DAY OF _____,20__.

_____
BLUE SPRINGS SENIOR APARTMENTS, L.P.,
MANAGER OF THE GENERAL PARTNER, BLUE SPRINGS HOUSING PARTNERS GP LLC

ACKNOWLEDGEMENT:

STATE OF MISSOURI
COUNTY OF

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, CAME _____, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FORGOING INSTRUMENT OF WRITING, AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:_____

ACKNOWLEDGEMENTS:
THIS HEREBY CERTIFIES THAT THE ACCOMPANYING PLAT OF "HUDSON ESTATES" WAS SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, ON THIS _____ DAY OF _____, 202_, BY ORDINANCE NO. _____.

_____
CHRIS HENNING, CHAIRMAN
PLANNING COMMISSION

THE EASEMENTS AND RIGHT-OF-WAYS SHOWN ON THE ACCOMPANYING PLAT HAVE BEEN ACCEPTED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI BY ORDINANCE NO. _____, THIS _____ DAY OF _____, 2025.

_____
CHRIS LIEVSAY MAYOR DATE

_____
ERIN FORD CITY CLERK DATE

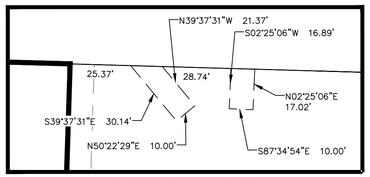
_____
MIKE MALLON DIRECTOR OF COMMUNITY DEVELOPMENT DATE

_____
CITY ENGINEER DATE

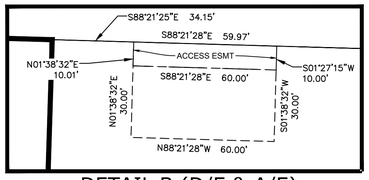
JACKSON COUNTY:
APPROVED BY THE JACKSON COUNTY ASSESSMENT DEPARTMENT.

_____
COUNTY ASSESSOR DATE

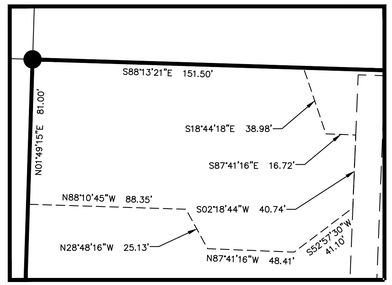
10/24/2025 9:36 AMAUSTINTHOMPSON
CAD FILE : S:\Atlas Land Consulting\2024\24-275 MACO Development Hudson Estates Blue Springs\Hudson Estates.dwg



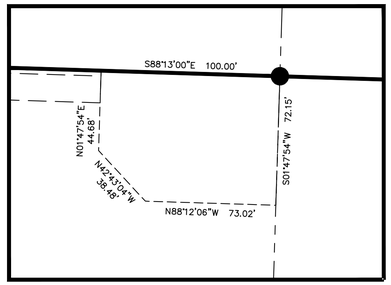
DETAIL A (D/E)



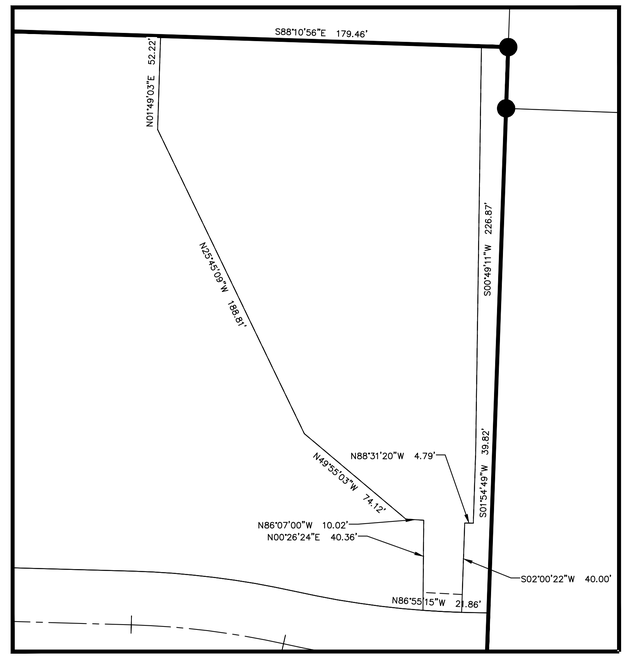
DETAIL B (D/E & A/E)



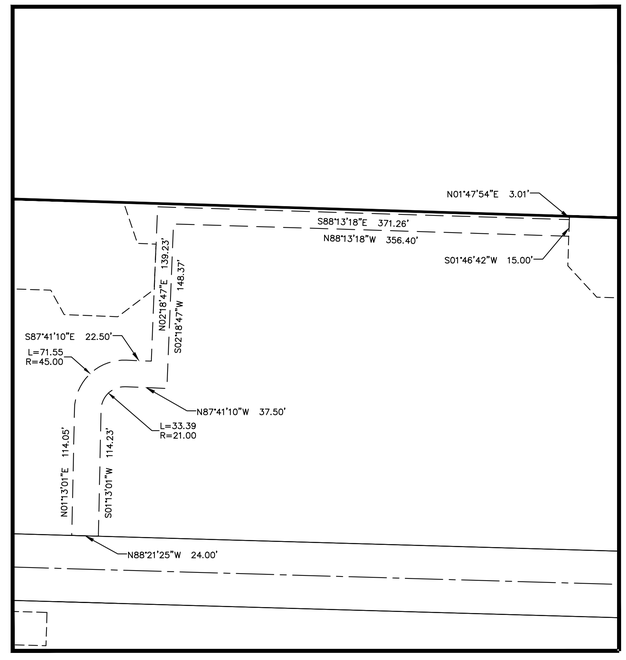
DETAIL C (D/E)



DETAIL D (D/E)



DETAIL E (D/E)



DETAIL F (A/E)

KS ENG COA: #3315
KS SUR COA: #363
MO ENG COA: #2022014084
MO SUR COA: #2022014231

ALC
ATLAS LAND CONSULTING
SURVEYING | CIVIL ENGINEERING | DRONE | CAD
atlaslandconsulting.com
14500 Parallel Road, Unit R, Basehor KS 66007

FINAL PLAT 2 OF 2

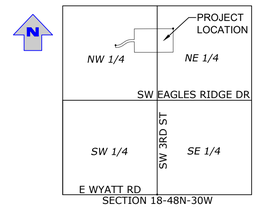
LEGEND

- △ DENOTES FOUND SECTION CORNER
- ○ DENOTES SET 1/2" REBAR ALC KS CLS 363 MO CLS 2022014231
- ● DENOTES FOUND PROPERTY CORNER
- *A/E* ACCESS EASEMENT
- *B/L* BUILDING LINE
- *U/E* UTILITY EASEMENT
- *W/E* WATER LINE EASEMENT
- *T/P* TREE PRESERVATION EASEMENT
- *(M)* MEASURED
- *(D)* DEEDED
- *(P)* PLATTED
- *(C)* CALCULATED
- *R* RADIUS
- *CB* CHORD BEARING
- *CL* CHORD LENGTH
- *AL* ARC LENGTH
- *R/W* RIGHT OF WAY

GENERAL NOTES

1. BEARINGS SHOWN HEREON RAE GRID BEARINGS BAED ON THE MISSOURI COORDINATE SYSTME OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "JA-08", 2003 ADJUSTMENT (N: 313057.456 METERS, E: 870538.774 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM, AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.9999053 WAS USED.
2. ALL DISTANCES SHOWN HEREON ARE IN FEET
3. REFERENCED SURVEY
   -CORDILL MASON ELEMENTARY DOC 2010E0048215
   -LAKE VILLAGE PLAT BK 43 PG 84
   -EAGLES RIDGE ESTATES PR-O 3RD PLAT DOC 2021E0122481
   -EAGLES RIDGE ESTATES PR-O 4TH PLAT DOC 2023E0036683
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM THE COMMITMENT FOR TITLE INSURANCE ISSUED BY MIDWEST LAND TITLE LLC, COMMITMENT NUMBER 2306074, HAVING AN EFFECTIVE DATE OF JULY 21, 2023.
5. THE SUBJECT PROPERTY IS LOCATED WITHIN AREA OF ZONE A, WITHOUT BASE FLOOD ELEVATION, AVAILABLE BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NO. 29095C0435G, WITH A DATE OF IDENTIFICATION OF 01/20/2017 IN JACKSON COUNTY, STATE OF MISSOURI, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
6. CLOSURE PRECISION: 1 PART IN 15532026.667
7. CURRENT ZONING - MF14

VICINITY MAP



SECTION 18-48N-30W
1"=2000' SCALE

JOB NO:24-275

SCALE	PREPARED FOR
100 50 0 100 SCALE IN FEET	PARCEL NUMBER: 41-920-01-04-00-0-00-000 41-920-01-05-00-0-00-000 41-910-99-04-00-0-00-000 SENTRY REAL ESTATE
SEC-TWN-RNG	ADDRESS: BLUE SPRINGS, MO
18-48N-30W	

DATE

OCTOBER 24, 2025

Introduced by Councilmember _____ BILL NO. 5361
(PF-09-25-9702)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT FOR HUDSON ESTATES OF BLUE SPRINGS, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, the applicant, Crockett Engineering Consultants, on behalf of Sentry Real Estate LLC, has submitted an application for approval of a Final Plat for Hudson Estates of Blue Springs, a sixty (60) unit single-story apartment development located on approximately 15.27 ± acres east of MO-7 Highway and south of Cordill-Mason Elementary School; and

WHEREAS, the Planning Commission reviewed the application for the Final Plat (PF-09-25-9702) on October 27, 2025 and recommended approval with five conditions; and

WHEREAS, A Preliminary Plat (PP-02-24-9041) and General Development Plan (GDP-02-24-9040) were previously approved by City Council on April 1, 2024; and

WHEREAS, the City Council finds the Final Plat to be in conformance with the requirements of the Unified Development Code (UDC) and consistent with the comprehensive planning and development standards of the City.

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

Section 1. The following described tract of real estate is hereby declared subject to the Final Plat Approved by this Ordinance. This Site is legally described as:

A TRACT OF LAND IN THE NORTH HALF OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, OF THE 5TH PM., IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED BY ANDREA N WEISHAUBT MOPLS 2025003640, AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 01°47'57" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 649.75 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 CORDILL MASON ELEMENTARY, A SUBDIVISION OF LAND IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ALSO KNOWN TO BE THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 88°10'57" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, 446.93 FEET TO THE A SOUTHEAST CORNER OF SAID LOT 1, ALSO KNOWN TO BE A POINT ON THE WEST LINE OF LOT 344 LAKE VILLAGE, A SUBDIVISION OF LAND IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI; THENCE SOUTH 02°00'25" WEST, ALONG SAID WEST LINE, 666.72 FEET TO A POINT ON THE NORTH LINE OF EAGLES RIDGES ESTATES PR-O 4TH PLAT, A SUBDIVISION OF LAND IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI; THENCE NORTH 88°05'06" WEST, ALONG SAID NORTH LINE, 444.35 FEET TO A POINT ON THE NORTH LINE OF EAGLES RIDGE ESTATES PR-O 3RD PLAT, A SUBDIVISION OF LAND IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI; THENCE NORTH 87°57'28" WEST, ALONG SAID NORTH LINE, 653.72 FEET; THENCE NORTH 01°49'15" EAST, 301.16 FEET; THENCE NORTH 88°21'25" WEST, 84.75 FEET;THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN

ARC LENGTH OF 164.40 FEET, A RADIUS OF 270.00 FEET, A CHORD BEARING OF SOUTH 74°11'51" WEST, AND A CHORD LENGTH OF 161.88 FEET; THENCE SOUTH 56°45'03" WEST, 96.15 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 201.09 FEET, A RADIUS OF 330.00 FEET, A CHORD BEARING OF SOUTH 74°12'29" WEST, AND A CHORD LENGTH OF 198.00 FEET; THENCE NORTH 88°20'06" WEST, 25.07 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SW STATE ROUTE 7 AS IT NOW EXISTS; THENCE NORTH 01°51'11" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 60.00 FEET; THENCE SOUTH 88°20'06" EAST, 24.88 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 164.53 FEET, A RADIUS OF 270.00 FEET, A CHORD BEARING OF NORTH 74°12'29" EAST, AND A CHORD LENGTH OF 162.00 FEET; THENCE NORTH 56°45'03" EAST, 96.15 FEET, THENCE NORTHEASTERLY, ON A CURVE THE RIGHT, HAVING AN ARC LENGTH OF 200.94 FEET, A RADIUS OF 330.00 FEET, A CHORD BEARING OF NORTH 74°11'48" EAST, AND A CHORD LENGTH OF 197.84 FEET; THENCE SOUTH 88°21'25" EAST, 84.94 FEET; THENCE NORTH 01°49'15" EAST, 301.78 FEET TO THE SOUTHWEST CORNER OF LOT 1 SAID CORDILL MASON ELEMENTARY; THENCE SOUTH 88°13'21" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, 653.29 FEET TO THE POINT OF BEGINNING. CONTAINING 765,457.64 SQ FT OR 17.57 ACRES MORE OR LESS

Section 2. The Final Plat of HUDSON ESTATES OF BLUE SPRINGS, BLUE SPRINGS, JACKSON COUNTY, MISSOURI is hereinbefore presented to the City Council and having been found to be in compliance with the Unified Development Code (UDC), its amendments, and other ordinances of the City of Blue Springs, is hereby approved subject to the following conditions and those set out in the City Council Staff Report for Case Finale Number (PF-09-25-9702) submitted to the City Council at its November 3rd, 2025 meeting included the following conditions:

1. Approval of this Final Plat, based on the plans and documents submitted, does not waive any requirement of the Unified Development Code (UDC) unless specifically modified through the approved General Development Plan (GDP).
2. All required off-site easements shall be executed and recorded with Jackson County prior to the City signing the Final Plat for recording.
3. A performance bond shall be submitted and accepted by the City prior to releasing the Final Plat for recording with Jackson County.
4. The City may issue building permits prior to full completion of the public street, provided that an all-weather, dust-free surface capable of supporting emergency response vehicles is installed and approved by the City. No Certificates of Occupancy shall be issued until the public improvements are completed by City Standards and approved.
5. Upon acceptance of the public improvements, the developer shall submit a two (2) year maintenance bond, after which the performance bond may be released.

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

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be

corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 10, 2025 **CONTRACT NO.**

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

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☐ Balanced Growth	☒ Community Identity
☐ Infrastructure	☐ Community Safety	☒ Organizational Health

ISSUE/REQUEST

Passage of a Bill authorizing the execution of a Hold Harmless Agreement with Reorganized School District No. IV of Jackson County for use of school gym facilities for recreational youth basketball programming.

BACKGROUND/JUSTIFICATION

For several years, the City of Blue Springs has utilized Blue Springs School District's gym facilities for the youth basketball leagues that are offered in the winter months. City staff works with the Blue Springs School District staff to ensure schedules are coordinated and gyms are available for use. The gyms are utilized for practices throughout the week, and games are played on Saturdays. The season typically runs from November through mid-March. The City schedules a site supervisor to be at each gym during games to ensure the gym is ready for play, games stay on schedule, and to deal with any issues that may arise while games are taking place.

Previously, the City entered into annual agreements with the school district during basketball season. The City has additional agreements with the school district that will expire in December 2027. The Hold Harmless is being present as a two-year agreement this year to align the expiration with other agreements between the City and school district.

The Blue Springs School District is requesting the City sign a Hold Harmless Agreement in order to utilize the gyms. Staff recommends approval of this agreement.

FINANCIAL IMPACT

Contractor:	Reorganized School District No. IV of Jackson County
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2025-26
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 10/15/2025
Revenue Account No.	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2026	December 31, 2027
Years and Months Contract in effect	**Number of times renewable**
2 Years	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Hold Harmless Agreement attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***N/A, refer to Ord. 5396***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Required	If not required, explain
Certificate of Insurance:	☐	
E-Verify:	☐	
Bond:	☐	
IRS Form W-9:	☐	
Bid/RFP/RFQ and Tabulation	☐	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	1801 NW Vesper St Blue Springs, MO 64015 scook@bssd.net
Project Exemption Certificate needed:	☐	

Introduced by Councilmember _____ BILL NO. 5362

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND BLUE SPRINGS R-IV SCHOOL DISTRICT FOR USE OF SCHOOL GYM FACILITIES FOR RECREATIONAL YOUTH BASKETBALL PROGRAMMING

WHEREAS, the City of Blue Springs has utilized Blue Springs School District gym facilities for the youth basketball leagues for several seasons; and

WHEREAS, staff works with Blue Springs School District staff to ensure schedules are coordinated and gyms are available for use; and

WHEREAS, the gyms are utilized for practices throughout the week and games played on Saturdays during the season from November through mid-March.

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

Section 1. The City Administrator is hereby authorized to execute a Hold Harmless agreement with Blue Springs R-IV School District for use of its gym facilities. A copy of the hold harmless agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

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

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

BLUE SPRINGS R-IV SCHOOL DISTRICT
APPLICATION FOR USE OF SCHOOL FACILITY

Please print or type; request must be made at least one week in advance for approval. A certificate of insurance must accompany this form and rental fees, when applicable, must be paid prior to using the facility.

Organization Submitting Application: City of Blue Springs

Contact Person: Christine Cates | Title: City Administrator

Address: 903 W Main St., Blue Springs, MO 64015 | Home Phone: | Work Phone: 816-228-0110

Cell Phone: | Email Address: ccates@bluespringsgov.com

School Or Facility Requested: See attached

Date(s) Requested: See attached | Beginning Date: See attached | Ending Date: See attached

Hours From: See attached To: See attached | Day of The Week Requested: See attached

Area(s) To Be Used: Gyms

Specific Activity: Youth Basketball

Equipment Requested: Chairs/Bleachers, Basketball Hoops

Restrictions: N/A

Will there be an admission charge for your event? YES (NO)

Responsible Adult In Charge: Daniel Sack | Business Phone: 816-622-4328 | Home Phone:

Does 75% of the team/group attend a BSSD school? (YES) NO

Custodial and building charges will be assessed to the user for any additional expenses that occur for the Blue Springs School District as a result of the activity held, and/or for any private for-profit organization, partisan activity or social event not open to the general public; unless waived by the Superintendent of Schools.

Total Number of Meetings | Custodial Charges

Building/Facility Charge

Damage & Repair Expense | Total Expenses

Approved_____ Date_____

Copies of this form shall be provided to:
(1) Asst Superintendent, Operations
(2) A copy of the completed form will be sent back to the building principal or designee.

APPLICATION TO USE PROPERTY AND/OR FACILITIES
OF THE BLUE SPRINGS R-IV SCHOOL DISTRICT
AND AN AGREEMENT OF HOLD HARMLESS

In consideration of the District's allowing the undersigned ("User", whether individuals or entities) to use its grounds and facilities described below, User agrees to the following:

1. User agrees to indemnify and hold District and all of its employees, Board, agents, and representatives harmless and pay all costs, claims, and damages, whatsoever, arising out of its use of the District's grounds and facilities described below; included in this indemnification and hold harmless covenant is all of District's court costs, attorney fees, damages, judgments, and any other monetary costs whatsoever arising out of this use.
2. User's responsibilities and obligations will include claims and/or damages of any kind, whether made by its members, associates, or by its or their guests, invitees, parents, or any other persons or property on or near the District's grounds and facilities as the result of the undersigned's use.
3. User understands that it cannot assign, transfer or agree or covenant in any form nor fashion with any other person or entity to use the District's grounds and facilities described below without the written consent of District.
4. User will provide and evidence insurance coverage in favor of District in further consideration of its use of the District's grounds and facilities described to the extent of $1 Million Dollars per each claim and occurrence; coverage will be evidenced to District by a separate insurance certificate or by adding District as an additional insured to an existing policy; insurance shall be issued by a Missouri approved insurance carrier; insured coverage shall include all claims for damages to persons or properties; insured coverage shall also include claims made by the undersigned, its members, associates, parents, guests or invitees. The referenced insurance certificate(s) required shall be attached to this document and made a part hereof.
5. User is responsible at its costs to police, maintain, and clean the District's grounds and facilities during and after their use.
6. The covenants and provisions listed below are a part of this agreement.
7. Alcoholic beverages and the use of tobacco, or any product containing tobacco/nicotine, is prohibited on school grounds.
8. The District may cancel this Agreement on verbal or written notice to the User's contact person at any time and for any reason without cause or penalty.
9. The User may cancel this Agreement if written notice is provided to the District prior to the date of use.
10. The Person signing this agreement affirms that they have authority to bind the entity by their signature and that any prior approval by a board or other governing body has been obtained.

This application is approved and accepted by District on this _____day of _____, 20__by:

_____

USER:

Signature_____

Printed Name Christine Cates

Address: 903 W Main St., Blue Springs, MO 64015

Telephone: 816-228-0110

Responsible Party: Daniel Sack

Date: October 3, 2025

Description of Grounds and Facilities, Location:	Times of use:	Ending date of this agreement:
See Attached	See Attached	December 31, 2027

SPECIAL PROVISIONS, IF ANY: _____

2025-2026 Parks and Recreation Basketball

Elementary		Address	Custodian	School Contact	Number	Goals	Weekly	Game Gyms SATURDAYS
			CUSTODIANS TO OPEN THE GYM AT 7:30AM on SATURDAYS Custodian info may change					
Cordill Mason	A24	4001 S. Christiansen Dr		Kelsey Becker 1-816-730-7344	816-874-3610	2 adj/sm	M, T, W, F, - Both Gyms	**BOTH GYMS**
Daniel Young	A2	505 SE Shamrock Lane	Julie or Carol	Todd Nurnberg 1-816-447-1873	816-874-3630	6 adj	M. T, W, F, - Big Gym Only	**Big Gym Only**
Franklin Smith		1609 SW Clark Rd		Jennifer Alderman 1-816-985-4467	816-874-3640	6 adj		**Big Gym only**
James Lewis	A2 SW	717 NW Park Rd.	Toni- 816-582-2320 or Robert 816-977-4927	Devin Ceperley 1- 816-806-1306	816-874-3650	2 adj	M, T, W, F, Big Gym Only	**BOTH GYMS**
James Walker		201 NE Sunnyside School Road		Casey Brownsberger 816-885-0836	816-874-3660	2 adj	M, T, W, F Big Gym Only	**Big Gym Only**
Sunny Pointe	D13	3920 NW RD Mize	Staci or Doddi	Heather Wells 1-816-809-9192	816-874-3700	2adj	M, T, W, F, Big Gym Only	**BOTH GYMS**
Thomas Ultican	B7 SW	1812 NW Vesper	Kim or Michael	Joe Tucker 1-816-500-0531	816-874-3710	2 adj	M, T, W, F Big Gym Only	
William Bryant	B9	1101 SE Sunnyside School Rd	Jorge 816-812-1614(days)	Abbie Swisher 1-816-729-6105	816-874-3730	6 adj	M, T, W, F Big Gym Only	**BOTH GYMS**
			Dominick 816-520-6348 (sat)					
Middle								
Brittany Hill		2701 NW 1st Street		Jordan Lockwood 1-816-799-4746	816-874-3470		Monday and Wednesday BOTH GYMS	**BOTH GYMS**
Paul Kinder	Main							
Moreland Ridge		900 SW. Bishop Dr.		Damon Alsup 1-816-258-4735	816-874-3540		Monday and Wednesday Big Gym only/ Thursday Both gyms	
Delta Woods								