CITY COUNCIL MEETING
January 2, 2024 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

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

Anyone wishing to address the Mayor and Council, either in a Public Hearing or in the Visitors Section of the Agenda, must fill out a Speaker's Appearance Form. Forms are available online or located at the entrance of the Multipurpose Room. After completion, the form is to be given to the City Clerk prior to the start of the Council meeting.

1. Call meeting to order and Pledge of Allegiance

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 December 18, 2023, City Council Meeting
   b. Resolution 01-2024 approving disposition of records
   c. Resolution 02-2024 approving a contract with Game Time Graphics for apparel items
   d. Resolution 03-2024 approving a contract with BMX of Blue Springs for a starting gate roof structure
   e. Resolution 04-2024 approving a purchase from Crafco for a Crack Sealer
   f. Resolution 05-2023 approving a purchase from J & D Equipment for a Patch Trailer
   g. Resolution 06-2023 approving a purchase from Red Equipment for a Slope Mower

4. Introduction and readings of Bill No. 5173 approving Baker Annexation Agreement (ANNX-11-23-008951)

5. Second reading of Bill No 5169 approving Baker Annexation (ANNX-11-23-008951)

6. Introduction and readings of Bill No. 5174 approving a contract with Johnson County, Missouri for detention services

7. Introduction and readings of Bill No. 5175 approving a Memorandum of Understanding with Lake Lotawana for police services

8. Visitors

9. Mayoral Announcements
Thoughts to Ponder

10. Adjourn

Miscellaneous Items

Park Commission Meeting – Tuesday, January 2, 6:00 PM
City Council/Blue Springs School District Meeting – Monday, January 8, 4:45 PM
Planning Commission Meeting – Monday, January 8, 6:30 PM
Public Art Commission Meeting – Wednesday, January 10, 3:30 PM
Martin Luther King, Jr. Holiday – City Offices Closed – Monday, January 15
City Council Meeting – Tuesday, January 16, 6:00 PM
Planning Commission Meeting – Monday, January 22, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, January 23, 6:00 PM
City Council Meeting – Monday, February 5, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Friday, December 29, 2023

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: December 29, 2023

SUBJECT: Agenda Explanations

Item 3b – Disposition of Records
Adopt a Resolution to approve the disposition of Information Technology 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 3c – Contract with Game Time Graphics for Apparel
Approval of a contract with Game Time Graphics, Inc in the amount not to exceed $76,000 to design graphics and print various apparel items for Recreation Programs and staff use. Refer to Council Information Form from Parks Director Dennis Dovel for additional information.

Item 3d – Contract with BMX of Blue Springs for Gate Roof Structure
Adopt a Resolution approving a contract with BMX of Blue Springs, Inc. for the installation of a starting gate roof structure at the BMX track facility located inside Pink Hill Park at 2715 NW Park Dr. Refer to Council Information Form from Parks Director Dennis Dovel for additional information.

Item 3e – Contract with Crafco for Crack Sealer
Adopt a Resolution approving a purchase in the amount of $68,451.40, with an $8,000 trade in, for a total of $60,451.40 from Crafco, Inc. for a Crack Sealer. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3f – Contract with J & D Equipment for a Patch Trailer
Adopt a Resolution approving a purchase in the amount of $97,299 from J & D Equipment, Inc. dba American Equipment Company for a Patch Trailer., CIP project CIP-Misc. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3g – Purchase from Red Equipment for Slope Mower
Adopt a Resolution approving a purchase in the amount of $69,500 from Red Equipment, LLC for a Slope Mower, CIP project CIP-Misc. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 4 & 5 – Baker Annexation Agreement and Annexation
Passage of a Bill approving an Annexation Agreement with the fee simple owners, Claudia and Rodney Baker, of property located at 2600 NW Vesper Street and second reading of Bill No. 5169 approving the annexation of real property described as Lot 20 and E ½ of Lot 21 in the Truman Heights subdivision (approximately .69 acres +/- acres) into the City limits (ANNX-11-23-008951). The public hearing and first reading were on December 18, 2023 and the bill is ready for second reading. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Items 6 - Contract with Johnson County for Detention Services
Passage of a Bill approving a two-year contract with Johnson County, Missouri for Detention Services. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 7 – Memorandum of Understanding with Lake Lotawana for Police Services
Passage of a Bill approving a Memorandum of Understanding between the City of Blue Springs and City of Lake Lotawana for the provision of police services and maintenance at and around the intersection of Colbern Road and 7 Highway. Refer to Council Information Form from City Administrator Christine Cates for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
DECEMBER 18, 2023

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, December 18, 2023, 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 Carson Ross presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Chris Lievsay
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, City Attorney Sarah Carnes, and City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Ross called the meeting to order at 6:00 p.m. and led in the pledge of allegiance. The City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

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

- **Minutes of the December 4, 2023** City Council Meeting
- **Resolution 110-2023** approving a five-year Cooperative Agreement between Eastern Jackson County Betterment Council and the City of Blue Springs for administrative and operational services
- **Resolution 111-2023** approving a purchase in the amount of $171,975 from Molle Chevrolet, Inc. for five 2024 4x4 Mid-Sized Trucks
- **Resolution 112-2023** approving a purchase in the amount of $40,500.00 from Gulf States Distributors for ammunition
- **Resolution 113-2023** approving a contract in the amount of $477,200 for the first year, with four one-year optional renewals in the amount of $200,000 per year for miscellaneous concrete repair/construction. (CIP ST-44)

The above Consent Agenda items were approved with the following vote:

Kaylor – Aye
Lievsay – Aye
Fowler – Aye
Ericson– Aye
Edmondson – Aye
Culpepper – Absent
Mayor Ross – Aye

PUBLIC HEARING – B & B TRUCK AND TRAILER SERVICES CONDITIONAL USE PERMIT (CUP-10-23-8938) - WITHDRAWN

Mayor Ross advised the Council that the Applicant, Jacob Blume with B&B Truck and Trailer Services is requesting that a Conditional Use Permit to operate a “Vehicle repair, general” business in “LI” Light Industrial zoning district for the 2.37 +/- acres property generally located at 3418 NW Duncan Road (CUP-10-23-8938) be withdrawn.

DRAFT

PUBLIC HEARING – HOOT OWL MEADOWS REZONING AND GENERAL DEVELOPMENT PLAN (RZ 10-23-8939 and GDP-10-23-8940) – MOTION TO CONTINUE

Mayor Ross advised the Council that the Applicant, Justin Larkin, JW Larkin Properties, on behalf of the property owner, Land Bank of Blue Springs, is requesting the public hearing for consideration of a Rezoning (RZ-10-23-8939) and General Development Plan (GDP-10-23-8940) be continued to the January 16, 2024 City Council meeting Councilmember Edmondson moved to continue the public hearing on December 18, 2023 to the January 16, 2024 Council meeting. Motion seconded by Councilmember Kaylor and carried unanimously.

PUBLIC HEARING – BAKER ANNEXATION (ANNX-11-23-008951)

Mayor Ross opened the Public Hearing to consider an annexation of property 35-720-08-14-00-0-00-000 (approximately .69 +/- acres) located at 2600 NW Vesper Street into the City limits (ANNX-11-23-008951) at 6:02 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Development Review Manager Dave McCumber reviewed the details of the proposed Annexation and addressed questions from the Council.

APPLICANT

The Applicant Rodney Baker was available to address questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:05 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5169 – BAKER ANNEXATION (ANNX-11-23-008951)

Councilmember Ericson introduced Bill No. 5169 approving an annexation of property 35-720-08-14-00-0-00-000 (approximately .69 +/- acres) located at 2600 NW Vesper Street into the City limits. (ANNX-11-23-008951) City Clerk Erin Ford made the first reading of Bill No. 5169 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5169 upon its first reading with the second reading at the January 2, 2024 City Council Meeting. Motion seconded by Councilmember Kaylor and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5170 – AMEND FINAL PLAT FOR COLONIAL GARDENS

Councilmember Fowler introduced Bill No. 5170 amending Ordinance No. 5226 approving the Final Plat for Colonial Gardens 1st Plat and extending the letter of credit to allow for the completion of a development agreement between Colonial Gardens and the City to April 30, 2024. City Clerk Erin Ford made the first reading of Bill No. 5170 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5170 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5170

Ms. Ford made the second reading of Bill No. 5170 by title. Councilmember Edmondson moved to adopt Bill No. 5170 upon its second reading and give it **ORDINANCE NO. 5291,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Lievsay – Aye	Edmondson – Aye
Fowler – Aye	Kaylor – Aye
Ericson – Aye	Culpepper - Absent
	Mayor Ross – Aye

PUBLIC HEARING – COLONIAL GARDENS REZONING AND GENERAL DEVELOPMENT PLAN (RZ 10-23-8939 and GDP-10-23-8940) – MOTION TO CONTINUE

Mayor Ross advised the Council that the Applicant, Tory Schwope, Colonial Gardens, on behalf of the property owner, Colonial Gardens Development, LLC, is requesting the public hearing for consideration of a Rezoning (RZ-10-23-8942) and Planned Development Concept Plan (PDC-10-23-8943) be continued to the April 15, 2024, City Council meeting. Councilmember Fowler moved to continue the public hearing on December 18, 2023 to the April 15, 2024 Council meeting. Motion seconded by Councilmember Kaylor and carried unanimously.

PUBLIC HEARING – THE CROSSINGS AT ADAMS DAIRY REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN (RZ-10-23-8935) (PDC-10-23-8936)

Mayor Ross opened the Public Hearing to consider a rezoning of the property located at the southwest corner of NE Duncan Road and NE Adams Dairy Parkway from Service Office/Adams Dairy Parkway Overlay to Planned Development – Mixed Use/Adams Dairy Parkway Overlay (RZ-10-23-8935). The applicant is also requesting a Planned Development Concept Plan for 27.77 +/- acres to allow for ten apartment buildings containing approximately 360 units and a clubhouse on the north side of the site. The south side of the site is proposed to include two retail buildings (PDC-10-23-8936) at 6:07 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered two exhibits into the record.

STAFF REPORT

Senior Planner Adair Bright reviewed the details of the proposed rezoning and Planned Development Concept Plan and addressed questions from the Council.

APPLICANT

Attorney Christine Bushyhead and Applicant representative Brian Rahn presented information regarding the proposed project and addressed questions from Council.

IN OPPOSITION TO

Dan Wheeler, Neil Kellis, George Ferguson, Angela Sweet, Bonnie Hutchcroft, Jane Connelly, Ken Horrell, Susan Ferguson, Domenic Rizzi, Mark Grist, Jeffrey Carl, Luna Corner, Jane England, Frank Harles, Jacklynn Horrell, Anne Johnston, Eli Skinner, Lindsey Skinner, Michelle Smith Fry, Michael Stamps, LaShonda Woodard, Matt Thorne, Micah Alpaugh, Scott Degenhardt, Amie Walkup and Don Thorne spoke in opposition.

APPLICANT

The Applicant representative Brian Rahn requested a continuance to February 5, 2024. No motion for continuance was brought forward by Council.
The Mayor hearing no further comments for or against, closed the public hearing at 8:30 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5171 – THE CROSSINGS AT ADAMS DAIRY REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN (RZ-10-23-8935) (PDC-10-23-8936)

Councilmember Edmondson introduced Bill No. 5171 approving a rezoning of the property located at the southwest corner of NE Duncan Road and NE Adams Dairy Parkway from Service Office/Adams Dairy Parkway Overlay to Planned Development – Mixed Use/Adams Dairy Parkway Overlay (RZ-10-23-8935). The applicant is also requesting a Planned Development Concept Plan for 27.77 +/- acres to allow for ten apartment buildings containing approximately 360 units and a clubhouse on the north side of the site. The south side of the site is proposed to include two retail buildings (PDC-10-23-8936). City Clerk Erin Ford made the first reading of Bill No. 5171 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5171 upon its first reading and proceed with the second reading. The motion died due to lack of a second.

INTRODUCTION AND 1ST READING – BILL NO. 5172 – CONTRACT WITH WILLIAMS & CAMPO FOR LEGAL SERVICES

Councilmember Edmondson introduced Bill No. 5172 approving a Contract (engagement letter) in an amount not to exceed $30,000 per fiscal year for legal services, by engagement letter, with Williams & Campo, P.C. on an as-needed basis. City Clerk Erin Ford made the first reading of Bill No. 5172 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5172 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5172

Ms. Ford made the second reading of Bill No. 5172 by title. Councilmember Edmondson moved to adopt Bill No. 5172 upon its second reading and give it **ORDINANCE NO. 5292,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Lievsay and carried with the following vote:

Fowler – Aye	Kaylor – Aye
Ericson – Aye	Lievsay – Aye
Edmondson – Aye	Culpepper - Absent
	Mayor Ross – Aye

VISITORS

Jennifer Irey and Jennifer Plumberg spoke regarding the Backyard Hens Initiative Petition.

MAYORAL ANNOUNCEMENTS

Mayor Ross presented Councilmember Edmondson with his 15-year service pin.

Thoughts to Ponder:

"I can be changed by what happens to me, but I refuse to be reduced by it."

(Maya Angelou)

ADJOURNMENT At 8:43 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Lievsay and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Carson Ross, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 12, 2023

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 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 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: ***Sarah E. Carnes***	City Administrator: ***Christine Cates***

Resolution No. 01-2024

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 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:

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 as Exhibit "A" and incorporated herein.

2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, 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 2nd day of January 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

The Records Manager respectfully requests authority to destroy the inactive records listed below:

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.	
A-ID845	1999-2000	Misc. Traffic Commission Records - correspondence, letters	01/03/2024
A-ID846	1999-2000	Misc. Traffic Commission Records - correspondence, letters	01/03/2024

To be completed by Records Manager:	Approved by Resolution _____-_____
STATE OF MISSOURI COUNTY OF JACKSON CITY OF BLUE SPRINGS I, Erin Ford, Records Manager, City of Blue Springs, a municipal Corporation within and for said County and State aforesaid, do hereby certify that the attached is a true and complete enumeration of records which will be destroyed by recycling, throwing away, deleting, or shredding. IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Blue Springs, Missouri, at its office in Blue Springs, Missouri, on this _____ day of _____, 20____. _____	

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 9, 2023

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

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

ISSUE/REQUEST

Approval of a contract with Game Time Graphics, Inc in the amount not to exceed $76,000 to design graphics and print various apparel items for Recreation Programs and staff use.

BACKGROUND/JUSTIFICATION

Blue Springs Parks and Recreation Department's Recreation Programs have been growing steadily over the past several years. Apparel printing is needed for most of these programs as they include either a game shirt, jersey for sports programs, shirts to wear during the program, or championship shirts.

This contract will cover printing including Youth Sports (Fall and Spring Soccer, Flag Football, Basketball, Volleyball, Softball and Baseball), Little All Stars Sports (Flag Football, Cheerleading, Basketball, Baseball, Softball and Fall and Spring Soccer), Adult Sports (Winter and Summer Basketball, Fall, Winter and Summer Softball), Summer Day Camp, and various other programming. In addition, this contract will cover staff apparel.

Game Time Graphics, Inc. has agreed to design all artwork/apparel designs on various shirts depending on the program. There were six responses to the Request for Bids. One of the bid submittals did not meet the deadline and one bid submittal was not able to meet all of the requirements outlined in the bid document including ability to produce additional shirts in 48-hours. Game Time Graphics, Inc. made the lowest and best bid. See the table of bid responses below:

COMPANY	FEE PER PROGRAM					
	Day Camp	Youth Sports Leagues	Little All Stars Leagues	Adult Sports	Special Events	Staff Apparel
Educational Products, INC	**One Color:** Adult: $6.19 Youth: $5.99 **Two Colors:** Adult: N/A Youth:	**One Color:** Adult: $9.19 Youth: $8.99 **Two Colors:** Adult: $10.19 Youth: $9.99	**One Color:** Adult: $6.19 Youth: $5.99 **Two Colors:** Adult: $7.19 Youth: $6.99	**One Color:** Adult: $6.19 Youth: $5.99 **Two Colors:** Adult: $6.19 Youth: $5.99	**One Color:** Adult: $6.19 Youth: $5.99 **Two Colors:** Adult: $7.19 Youth: $6.99	T-shirt: $11.19 Polo: $15.19
Empire Printing	**One Color:** Adult: $5.56 Youth: $5.56 **Two Colors:** Adult: $6.34 Youth: $6.34	**One Color:** Adult: $7.64 Adult: $7.64 **Two Colors:** Adult: $8.42 Youth: $8.42	**One Color:** Adult: $5.56 Youth: $5.56 **Two Colors:** Adult: $6.34 Youth: $6.34	**One Color:** Adult: $5.56 Youth: $5.56 **Two Colors:** Adult: $6.34 Youth: $6.34	**One Color:** Adult: $5.56 Youth: $5.56 **Two Colors:** Adult: $6.34 Youth: $6.34	T-shirt: $10.19 Polo: $10.65
Digital Dash Creation LLC	**One Color:** Adult: $6.43 Youth: $6.33 **Two Colors:** Adult: $6.53 Youth: $6.43	**One Color:** Adult: $6.95 Youth: $6.85 **Two Colors:** Adult: $7.05 Youth: $6.95	**One Color:** Adult: $6.43 Youth: $6.33 **Two Colors:** Adult: $6.43 Youth: $6.33	**One Color:** Adult: $6.95 Youth: $6.85 **Two Colors:** Adult: $7.05 Youth: $6.95	**One Color:** Adult: $6.43 Youth: $6.33 **Two Colors:** Adult: $6.53 Youth: $6.43	T-shirt: $6.43 Polo: $15.75
Game Time Graphics	**One Color:** Adult: $4.50 Youth: $4.50 **Two Colors:** Adult: $5.00 Youth: $5.00	**One Color:** Adult: $7.00 Youth: $7.00 **Two Colors:** Adult: $7.50 Youth: $7.50	**One Color:** Adult: $4.50 Youth: $4.50 **Two Colors:** Adult: $5.00 Youth: $5.00	**One Color:** Adult: $4.50 Youth: $4.50 **Two Colors:** Adult: $5.00 Youth: $5.00	**One Color:** Adult: $5.00 Youth: $5.00 **Two Colors:** Adult: $5.50 Youth: $5.50	T-Shirt: $5.00 Polo: $14.00

This will be a one-year contract with two one-year optional renewals.

Staff recommends approval of a contract with Game Time Graphics, Inc in the amount of $76,000 annually.

FINANCIAL IMPACT

Contractor:	Game time Graphics, Inc
Amount of Request/ Contract:	$76,000
Amount Budgeted:	410-41000-520150 - $15,000 100-40010-520150 - $61,000
Budget Year:	FY 2023-24
Funding Source/Account #:	410-41000-520150 – $15,000 100-40010-520150 - $61,000
Account Balance:	100-40010-520150 - $101,502.59 410-41000-520150 - $39,377.44 Date: 11/27/2023
Revenue to be Received:	100-00000-436100 - $249,420 100-00000-436115 - $79,620 100-00000-436125 - $378,320 410-00000-436120 - $72,552
Revenue Account No.	100-00000-436100 100-00000-436115 100-00000-436125 410-00000-436120

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2024	December 31, 2024
Years and Months Contract in effect	**Number of times renewable**
12 months	2 one-year optional renewals

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: ***Sarah E. Carnes***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☐	N/A
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☐	3000 S. Jackson Dr Independence, MO 64057 dcurtis@gametimegraphics.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 02-2024

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND GAME TIME GRAPHICS, INC TO DESIGN GRAPHICS AND PRINT APPAREL ITEMS FOR RECREATION PROGRAMS AND STAFF

WHEREAS, Blue Springs Parks and Recreation Department offers a variety of recreation programs that have been growing steadily over the past several years which has led to larger quantities of supplies and apparel that are needed; and

WHEREAS, the apparel printing service was put out to bid with six companies responding to the bid and Game Time Graphics Inc, submitted the lowest and best bid; and

WHEREAS, this contract is a not to exceed amount of $76,000.00 annually and is for one year with two additional one-year optional renewals.

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

1. The City Administrator is hereby authorized to enter into a contract between with Game Time Graphics, Inc for graphic design and apparel printing in the amount not to exceed $76,000 annually. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

2. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, 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 2nd day of January 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Rev. 02/14/2023

EFFECTIVE DATE: January 3, 2024	TERMINATION DATE: December 31, 2024	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Game time Graphics, Inc** **3000 S Jackson Dr** **Independence, MO 64057**
Attention: Dennis Dovel	Attention: David Curtis
Department: Parks and Recreation	Phone: 816-254-4263
Phone: 816-228-0137	

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this 1ST day of January, 2024, by the parties identified above.

WITNESSETH:

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

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

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

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications.

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

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

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

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

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

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

7. **Payment.**

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum not to exceed **$76,000** annually unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, and materials as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

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

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

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

13. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws, including but not limited to "prevailing wage" and "Davis-Bacon", or rules and regulations applicable to the provision of services and products hereunder. Contractor

affirmatively states that payment of all local, state, and federal taxes and assessments owed by contractor is current.

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within

two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation: Statutory requirements.

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

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

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

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

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

d. This contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation.

20. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. (*Note: If the contract is not in excess of five thousand dollars, this provision does not apply and the affidavits need not be signed.*) 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 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 two Affidavits shall be used by the contractor and any subcontractors that are required to sign affidavits:

AFFIDAVIT AND PROVISION OF DOCUMENTATION

STATE OF MISSOURI)
) **ss.**
COUNTY OF JACKSON)

Affiant, David C. Curtis the President (title) of Game Time Graphics, Inc (contractor's full name) having been duly sworn, states upon his/her oath:

1. My name is David Curtis. I am a representative of the business entity, or a subcontractor of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above named business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

3. I also swear and affirm to the accuracy of the attached documentation evidencing the above named business entity's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

David C. Curt

David C. Curtis President
(Print Name & Title)

Subscribed, acknowledged, and sworn to before me by David Curtis this 20th day of November 23

Molly Ault

Notary Public

My Commission Expires: 10.10.26

MOLLY AULT
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 10/10/2026
Commission # 22446191

Rev. 02/14/2023

AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Affiant, David C. Curtis, the President (title) of Game Time Graphics, Inc (contractor's full name) having been duly sworn, states upon his/her oath:

1. My name is David C. Curtis I am a representative of the business entity, or a subcontractor of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above named business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

David C. Curtis

David C. Curtis President
(Print Name & Title)

Subscribed, acknowledged, and sworn to before me by David Curtis this 20th day of December, 2023

Molly Ault
Notary Public

My Commission Expires: 10-10-2026

MOLLY AULT
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 10/10/2026
Commission # 22446191

Rev. 02/14/2023

21. **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.

22. **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.

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

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

CONTRACTOR: GAME TIME GRAPHICS

By: David C. Curtis

Name: David C. Curtis

Title: Pres. dent

CITY OF BLUE SPRINGS, MISSOURI

City Administrator

APPROVED AS TO FORM

Sarah E Cairns

City Attorney

Exhibit 1 to Contract

Scope of Work

Name of Contractor	Game Time Graphics, Inc
Scope of Work (Job Description)	Blue Springs Parks and Recreation Departments Recreation Programs have been growing steadily over the past several years. Apparel printing is needed for most of these programs as they include either a game shirt/jersey for sports programs, shirts ow ear during the program, or championship shirts. In addition to program apparel, pricing was provided for staff apparel. Game Time Graphics, Inc has agreed to design all artwork/apparel designs and then print the designs on various shirts depending on the program. Payment per shirt, per program, is as follows:

Day Camp	Youth Sports Leagues	Little All Stars Leagues	Adult Sports	Special Events	Staff Apparel
One Color: Adult: $4.50 Youth: $4.50 Two Colors: Adult: $5.00 Youth: $5.00	One Color: Adult: $7.00 Youth: $7.00 Two Colors: Adult: $7.50 Youth: $7.50	One Color: Adult: $4.50 Youth: $4.50 Two Colors: Adult: $5.00 Youth: $5.00	One Color: Adult: $4.50 Youth: $4.50 Two Colors: Adult: $5.00 Youth: $5.00	One Color: Adult: $5.00 Youth: $5.00 Two Colors: Adult: $5.50 Youth: $5.50	T-Shirt: $5.00 Polo: $14.00

Start Date	January 1, 2024	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	December 31, 2024	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	Not to exceed $ 76,000 annually	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$ Not to exceed $76,000 annually	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: 30 days upon completion of apparel orders ☐ ____% retainage held until completion of project.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 21, 2023

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

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

ISSUE/REQUEST

Adopt a Resolution approving a contract with BMX of Blue Springs, Inc. for the installation of a starting gate roof structure at the BMX track facility located inside Pink Hill Park at 2715 NW Park Dr.

BACKGROUND/JUSTIFICATION

The BMX facility has been in operation since 1984 in Pink Hill Park. It is operated from April through November of each year for practices, meets, and special events. The operation of the BMX facility is under the management of BMX of Blue Springs, Inc. BMX of Blue Springs, Inc. is made up of interested volunteers and works closely with the City on the management and upkeep of the facility.

This past year, BMX of Blue Springs, Inc approached the Park Commission seeking approval of the installation of a starting gate roof structure. The purpose of this structure is to provide protection and shade for riders as they await their turn to race. Staff has worked with BMX of Blue Springs, Inc to ensure this will be a long-lasting steel structure with minimal maintenance needs. BMX of Blue Springs, Inc has provided plan drawings of the roof structure which are attached as Item #1. BMX of Blue Springs, Inc. will be responsible for the purchase and installation of the structure, as well as all required permits. There is no financial impact to the City. Once installed, this structure will become a permanent fixture in the Parks system but BMX of Blue Springs, Inc. will be responsible for any future upkeep and maintenance needs.

FINANCIAL IMPACT

Contractor:	BMX of Blue Springs, Inc.

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
January 3, 2024	March 31, 2025
Years and Months Contract in effect	**Number of times renewable**
1 year, 3 months	NA

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Park Commission
Date:	October 3, 2023
Action:	Recommendation to present to City Council for approval; Motion made by Almitra Buzan and seconded by Tony Lopez; It passed unanimously

ECONOMIC DEVELOPMENT PROJECT

NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Plan drawings of roof structure
2. Resolution with Contract attached as Exhibit A

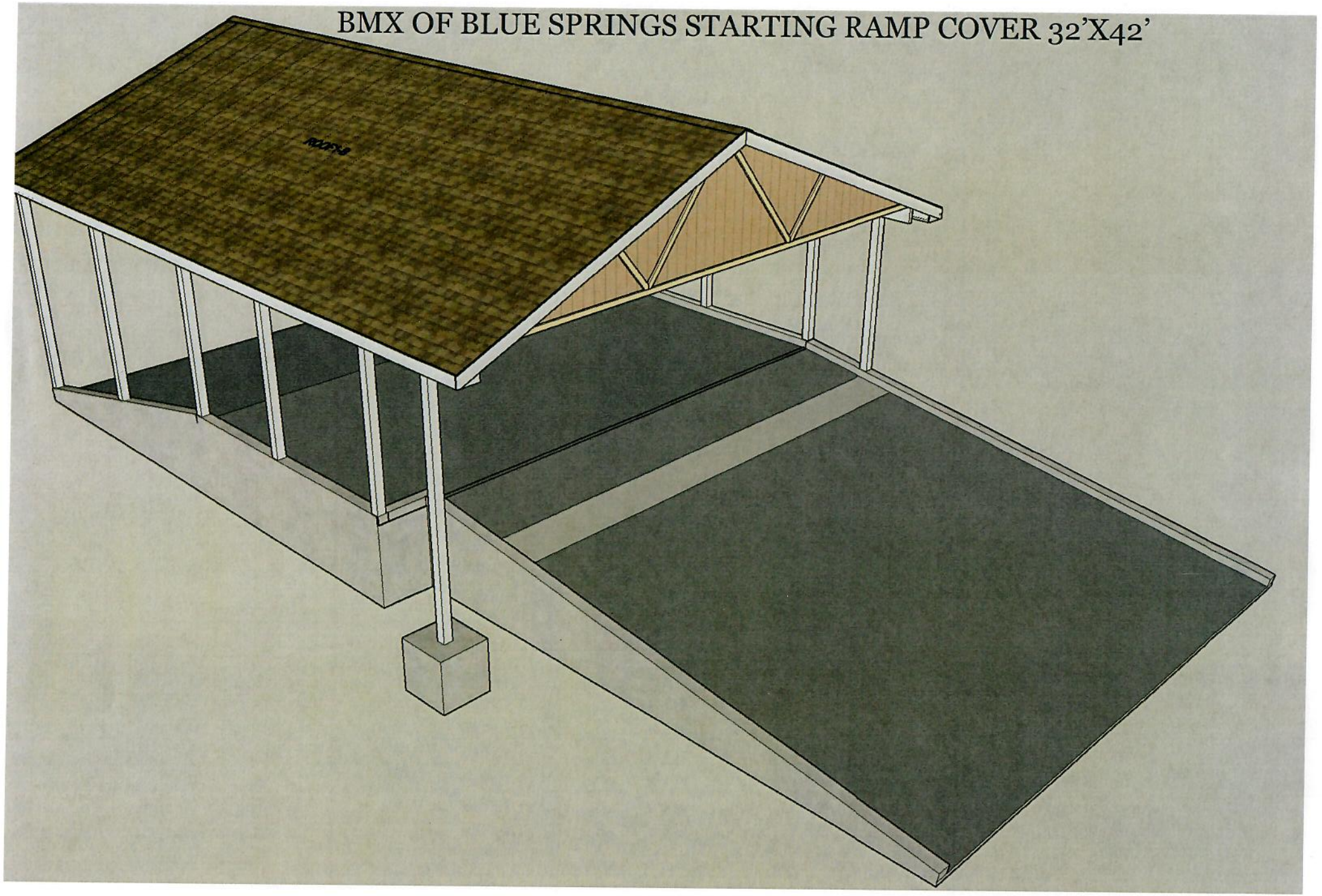
REVIEWED BY:

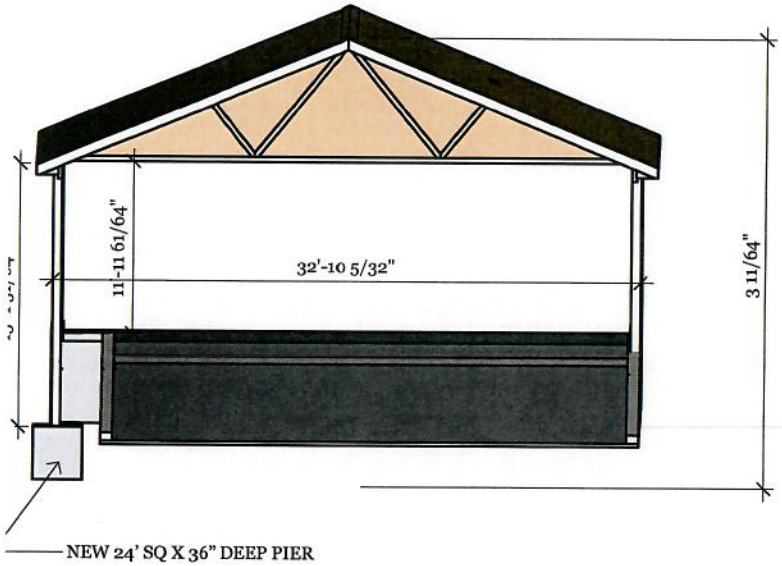
Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***Sarah E. Carnes***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

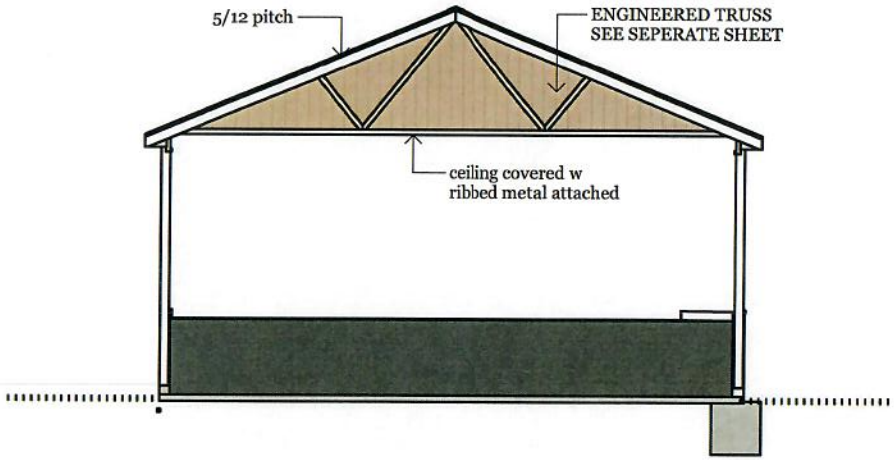
Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☐	NA
E-Verify proof of enrollment:	☐	NA
Bond:	☐	NA
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	NA
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☐	NA
Bid/RFP/RFQ: (submit all)	☐	NA
Bid/RFP/RFQ Tabulation:	☐	NA
Bid Waiver: (less than three bids)	☐	NA
Contractor address and email:	☒	1405 SW 25th St, Blue Springs, MO 64015 harves@att.net
Project Exemption Certificate needed:	☐	NA
Other:	☐	

BMX OF BLUE SPRINGS STARTING RAMP COVER 32'X42'

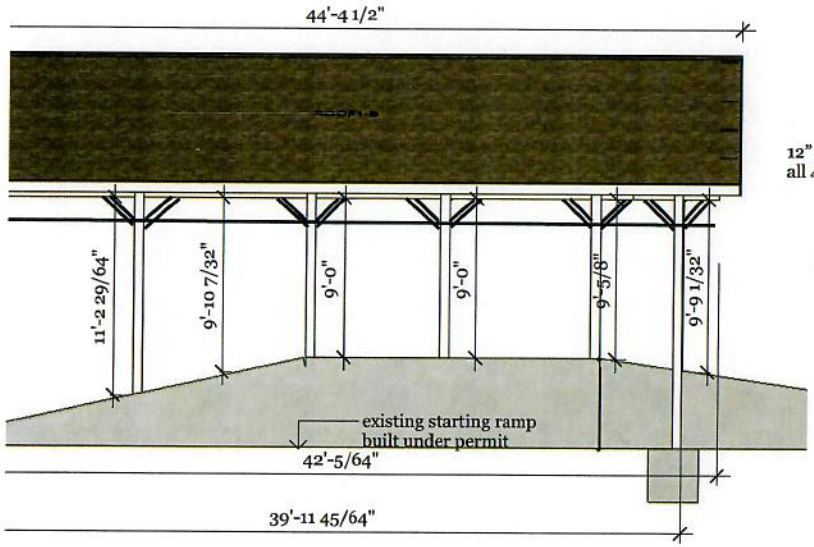




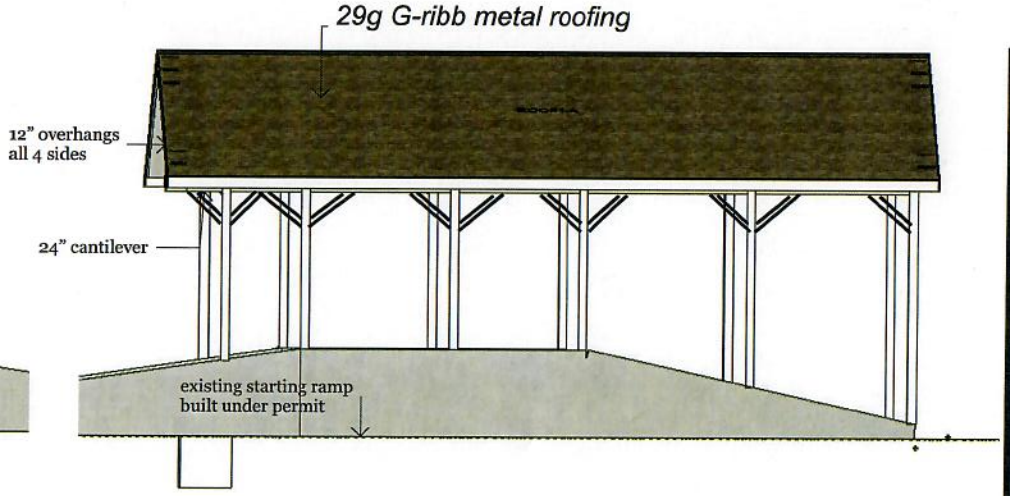
A0.1 / 1 FRONT ELEVATION
1/8" = 1'



A0.1 / 2 REAR ELEVATION
1/8" = 1'



A0.1 / 3 LEFT SIDE ELEVATION
1/8" = 1'



A0.1 / 4 RIGHT SIDE ELEVATION
1/8" = 1'

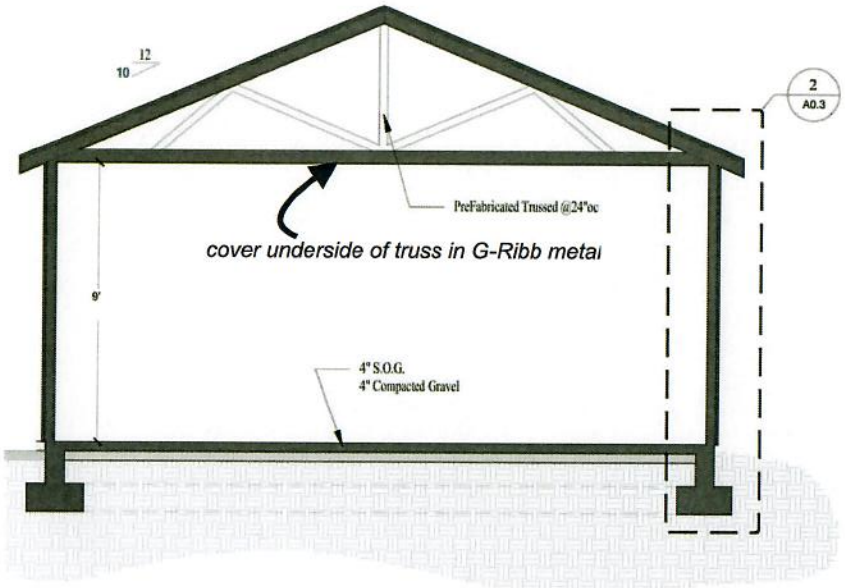
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LINN, MO 65051
636-706-5210

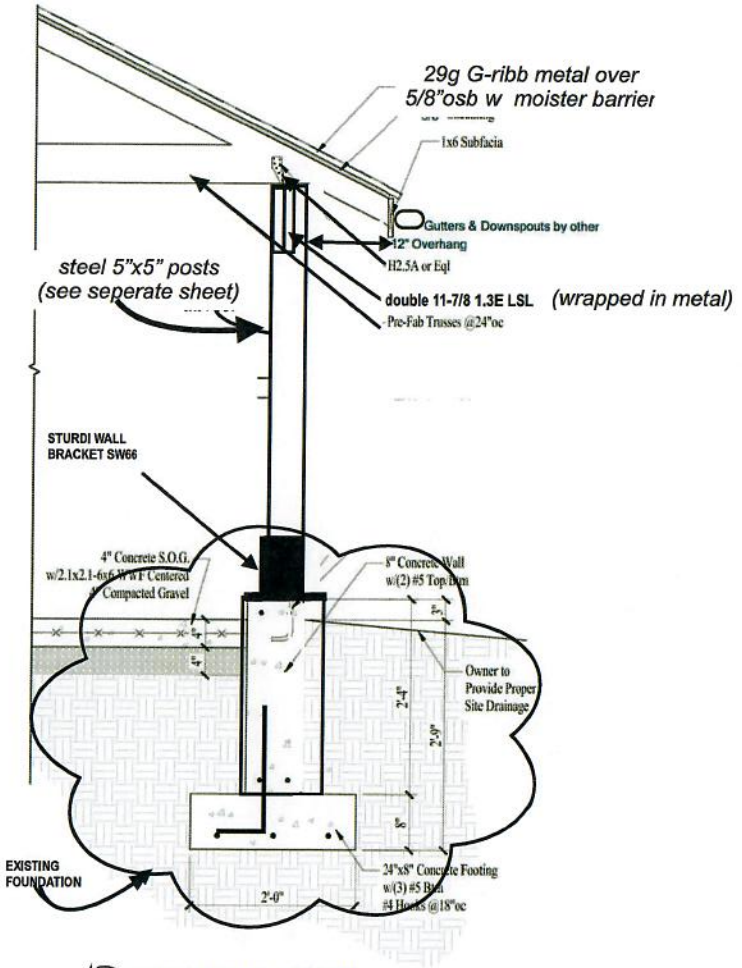
CLIENT
BMX OF BLUE
2715 NW PARK
BLUE SRINGS
816-365-8702

PROJECT
STARTING G

A0



1 BUILDING SECTION
1/4" = 1'-0"



2 TYPICAL WALL SECTION
3/4" = 1'-0"

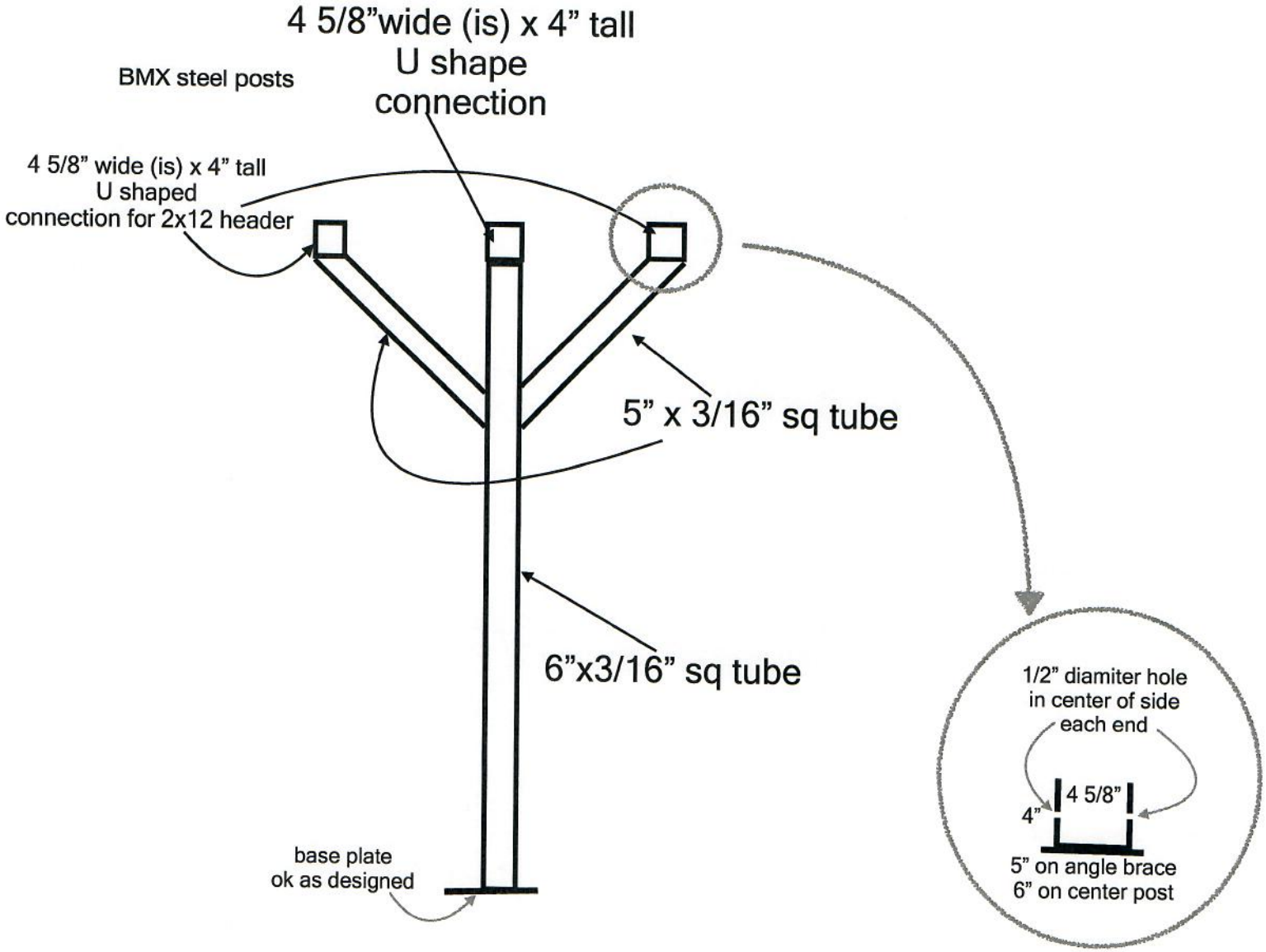
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636-706-5210

CLIENT
BMX OF BLUE
2715 NW PARK
BLUE SRINGS
816-365-8702

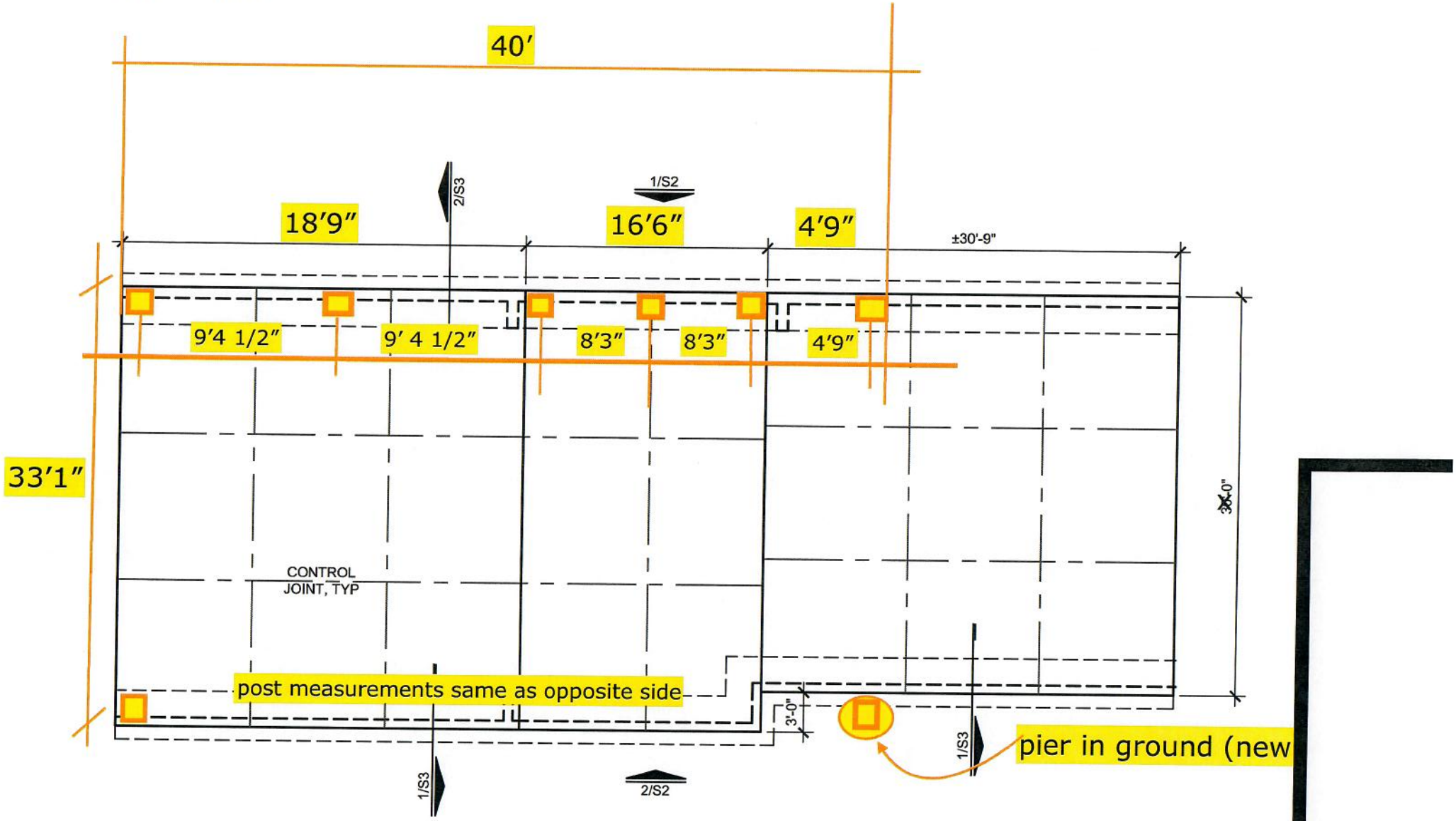
PROJECT
STARTING G

A0


4 5/8"wide (is) x 4" tall
U shape
connection
BMX steel posts
4 5/8" wide (is) x 4" tall
U shaped
connection for 2x12 header
5" x 3/16" sq tube
6"x3/16" sq tube
base plate
ok as designed
1/2" diamiter hole
in center of side
each end
4 5/8"
4"
5" on angle brace
6" on center post

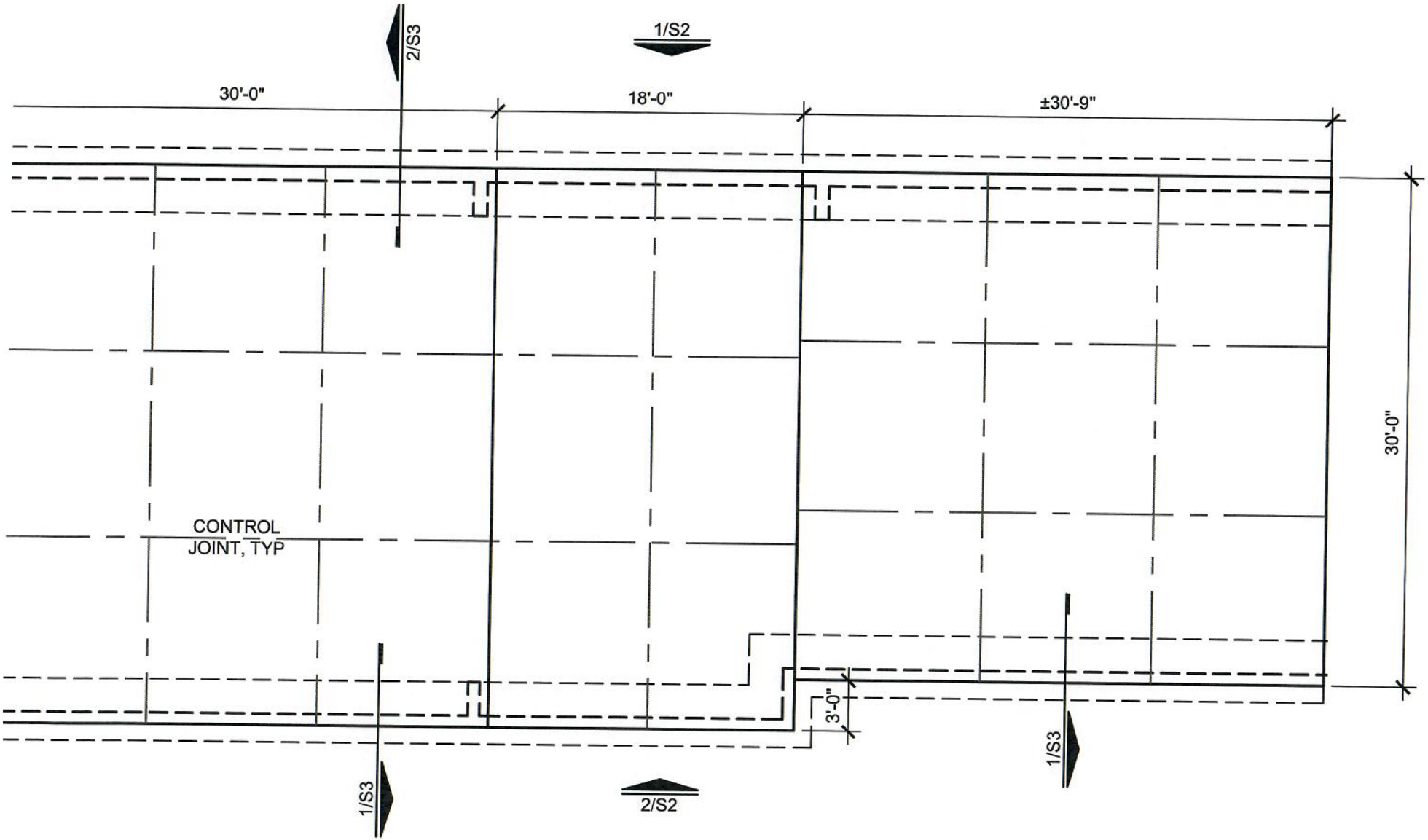
DETAILS OF EXISTING RAMP BUILT UNDER PERMIT

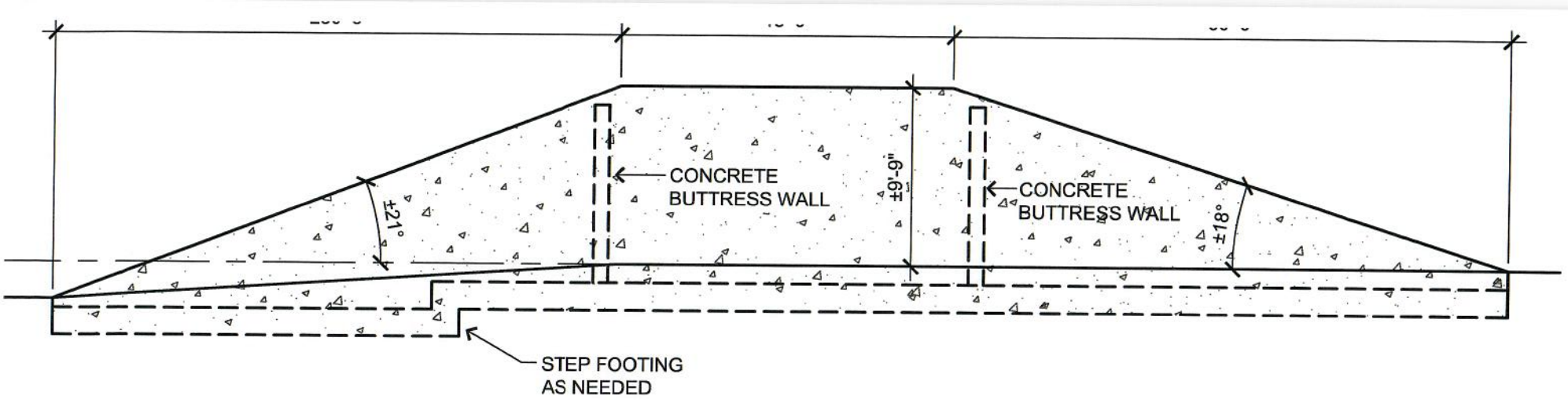
=NEW 6"x6" post SET ON EXISTING RAMP WALL



'ARTING RAMP PLAN

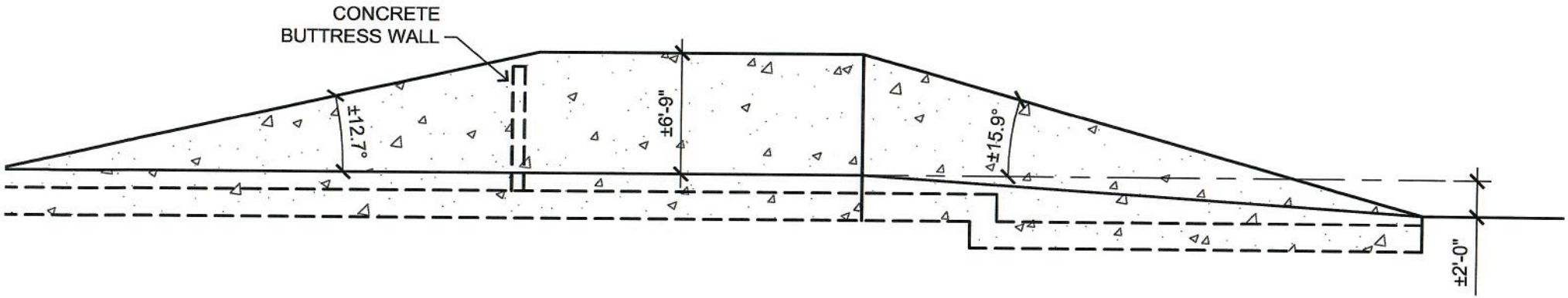
LE: 1/8" = 1'-0"

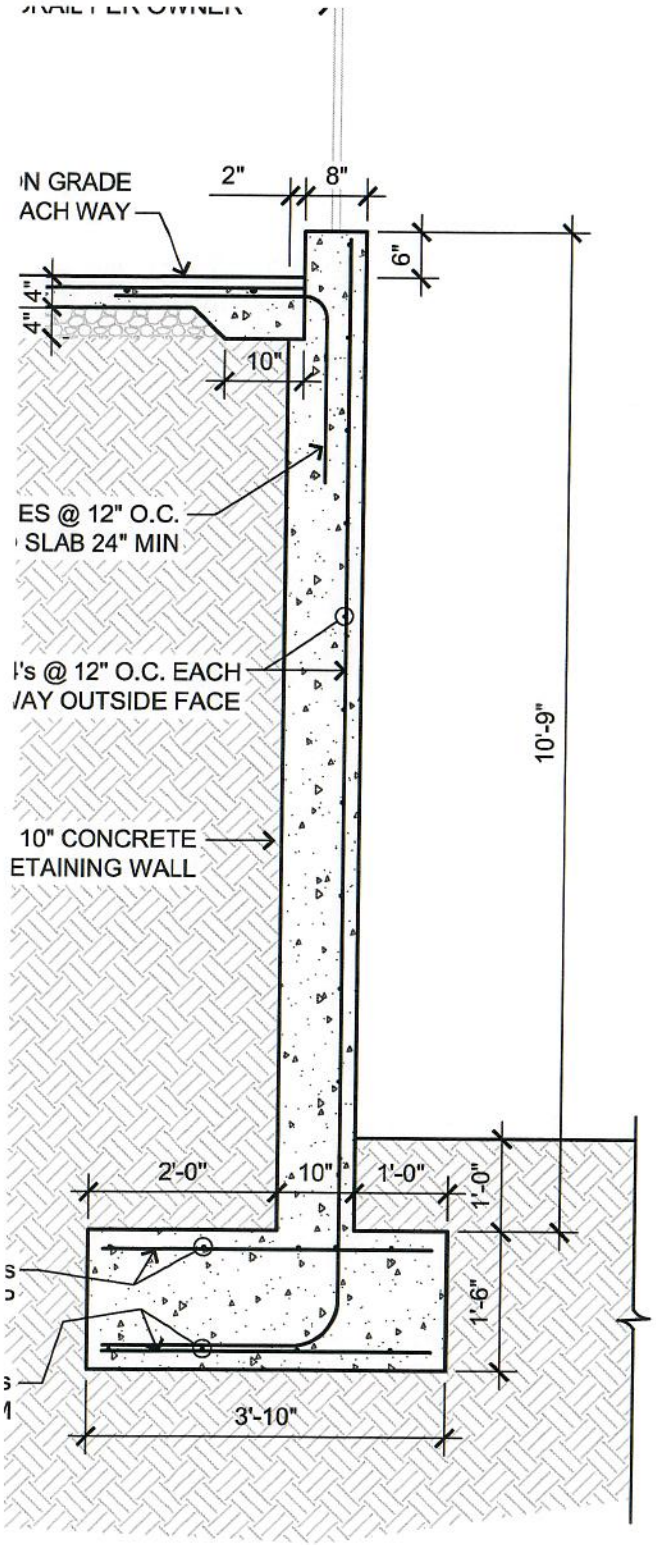

2/S3
1/S2
30'-0"
18'-0"
±30'-9"
30'-0"
CONTROL
JOINT, TYP
3'-0"
1/S3
1/S3
2/S2

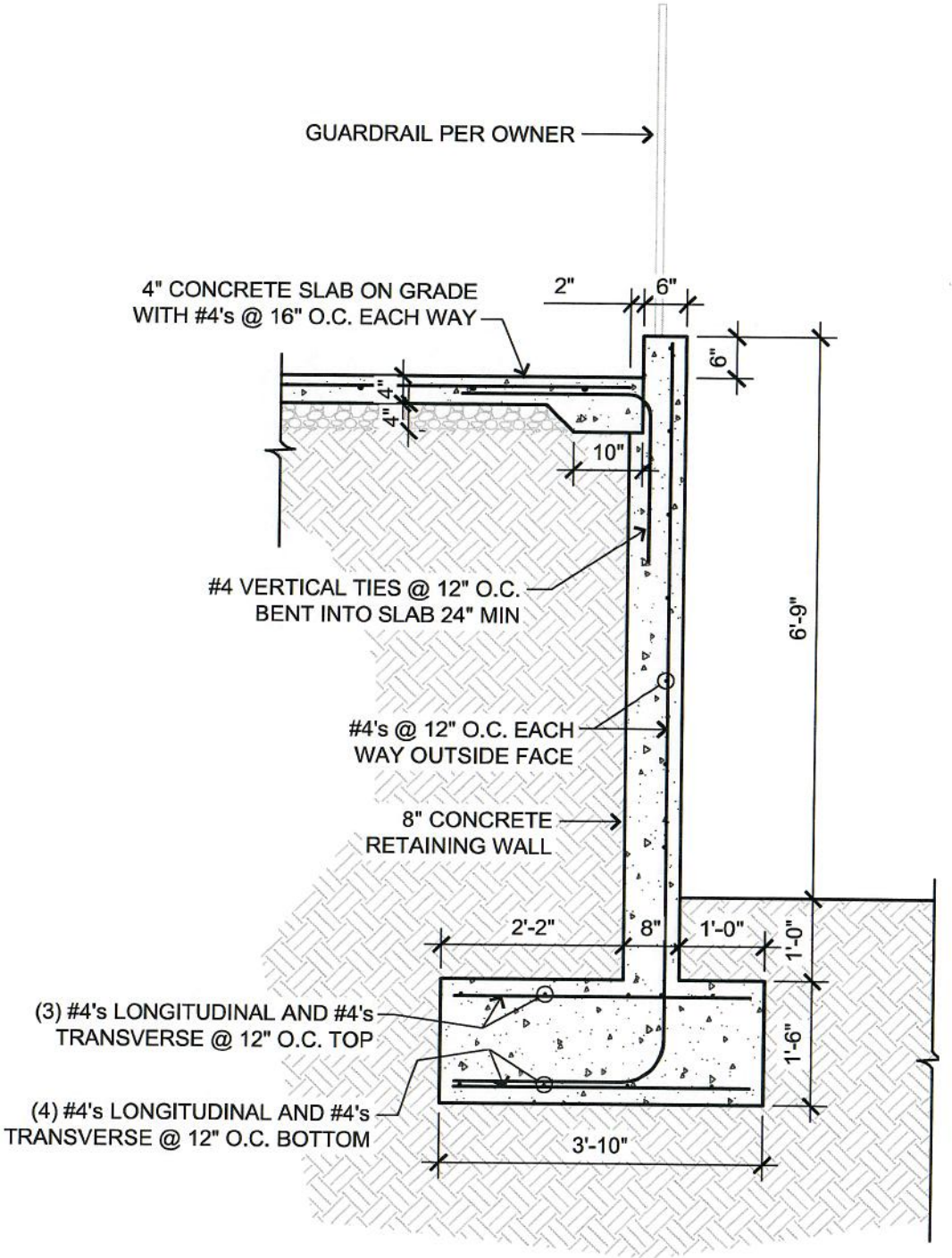


ATION

existing retaining wall built under permit




N GRADE
ACH WAY
2"
8"
6"
4"
4"
10"
ES @ 12" O.C.
SLAB 24" MIN
's @ 12" O.C. EACH
AY OUTSIDE FACE
10'-9"
10" CONCRETE
ETAINING WALL
2'-0"
10"
1'-0"
1'-0"
1'-6"
3'-10"


GUARDRAIL PER OWNER
4" CONCRETE SLAB ON GRADE
WITH #4's @ 16" O.C. EACH WAY
2"
6"
6"
4"
4"
10"
#4 VERTICAL TIES @ 12" O.C.
BENT INTO SLAB 24" MIN
6'-9"
#4's @ 12" O.C. EACH
WAY OUTSIDE FACE
8" CONCRETE
RETAINING WALL
2'-2"
8"
1'-0"
1'-0"
(3) #4's LONGITUDINAL AND #4's
TRANSVERSE @ 12" O.C. TOP
1'-6"
(4) #4's LONGITUDINAL AND #4's
TRANSVERSE @ 12" O.C. BOTTOM
3'-10"

Resolution No. 03-2023

A RESOLUTION APPROVING A CONTRACT WITH BMX OF BLUE SPRINGS, INC. FOR THE INSTALLATION OF A STARTING GATE ROOF STRUCTURE AT THE BMX TRACK FACILITY LOCATED INSIDE PINK HILL PARK AT 2715 NW PARK DR, BLUE SPRINGS, MO

WHEREAS, Pink Hill Park is owned by the City of Blue Springs("City"); and

WHEREAS, BMX of Blue Springs, Inc. (BMX) desires to construct a starting gate roof structure at the BMX track facility located inside Pink Hill Park at 2715 NW Park Dr, Blue Springs, MO 64015; and

WHEREAS, the starting gate roof structure will become a permanent fixture in Pink Hill Park; and

WHEREAS, the starting gate structure is comprised of steel posts, metal roof, and wooden trusses enclosed by metal sheeting; and

WHEREAS, the Blue Springs Park Commission recommended approval of the placement of the starting roof structure at the Pink Hill Park BMX Facility.

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

1. The City Administrator is hereby authorized to enter into a contract with BMX of Blue Springs, Inc. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, 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 2nd day of January 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: JANUARY 1, 2024	TERMINATION DATE: MARCH 31, 2025	CONTRACT NUMBER:

CITY		CONTRACTOR	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**		**BMX of Blue Springs, Inc.** **1405 SW 25th St** **Blue Springs, MO 64015**	
Attention: Dennis Dovel		Attention: Kelly Harves	
Department: Parks and Recreation		Phone: 816-550-1667	Fax:
Phone: 816-228-0137	Fax: 816-224-3432	Tax ID Number: 20493673	

BMX ROOF STRUCTURE CONTRACT

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

WITNESSETH:

WHEREAS, Pink Hill Park is owned by the City of Blue Springs ("City"); and

WHEREAS, BMX("BMX") desires to construct a starting gate roof structure at the BMX track facility located inside Pink Hill Park at 2715 NW Park Dr, Blue Springs, MO 64015; and

WHEREAS, the starting gate roof structure will become a permanent fixture in Pink Hill Park; and

WHEREAS, the starting gate structure is a comprised of steel posts, metal roof, and wooden trusses enclosed by metal sheeting; and

WHEREAS, the Blue Springs Park Commission recommends approval of the placement of the starting roof structure at the Pink Hill Park BMX Facility; and

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

1. **Roof Structure Purchase and Installation**. BMX agrees to purchase and install, at BMX's sole expense, the starting gate roof structure which will become a permanent fixture of Pink Hill Park at the BMX track facility. BMX must obtain all proper permits, special inspections and approvals for the purchase and installation of the starting gate roof structure.

2. **Design Approval**. BMX shall obtain design and material approval from the City prior to any purchase or installation of the starting gate roof structure.

3. **Location**. The starting gate roof structure will be installed over the starting area on the north end of the BMX track facility. The BMX track facility is located on the east side of Pink Hill Park, 2715 NW Park Dr, Blue Springs, MO 64015.,

4. **Maintenance and Repair**. BMX agrees to maintain and repair the starting gate roof structure at BMX's sole expense. These repairs include, but are not limited to painting, repairing dents, vandalism, replace/repair damaged metal panels, replacement of wooden trusses if needed, replacement of metal panels if needed, BMX of Blue Springs, Inc also agrees to repair at its sole expense any damage caused to City Park property as a result of placement, removal, and maintenance of the starting gate roof structure.

5. **Term**. This Contract will become effective upon execution by both parties, and will continue in effect until March 31, 2025.The maintenance and repair responsibilities will be incorporated into future Facility Use Contracts between BMX and the City.

6. **Termination of Contract.**

a. **Termination for breach.** Failure of BMX to fulfill the obligations under this Contract in a timely and satisfactory manner in accordance with the terms set forth herein 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 BMX by one of three different means: Facsimile Transmission ("FAX") if BMX has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to BMX; or it may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to BMX or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs.

b. **Termination for Convenience.** Either party shall have the right at any time by written notice to terminate and cancel this Contract with 30-day written notice, without cause, for the convenience of the party.

7. **Assignment**. BMX 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.

8. **Compliance with Laws**. BMX agrees to comply with all applicable federal, state, and local laws or rules and regulations applicable to this Contract.

9. **General Independent Contractor Clause**. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that BMX 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. BMX will retain sole and absolute discretion in the judgment of the manner and means of carrying out BMX activities and responsibilities hereunder. This Contract shall not be construed as creating any joint employment relationship between BMX and the City.

10. **Permissions**. To the extent that City has the authority to grant permission, based on the permission given to the City, to use an image of the starting gate structure or BMX track facility in

BMX of Blue Springs, Inc.'s corporate literature, newsletters, etc., City grants that permission to BMX

11. **Insurance.** BMX shall maintain liability insurance for those involved with the operation of the program, including BMX administration, volunteers, participants, and any other personnel utilized in the organization and running of practices, meets, and other special events. BMX agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the BMX, 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 BMX within two (2) business days of BMX's receipt of said notice. BMX 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 subcontractor or it is subcontractor, BMX shall assure that the subcontractor has the insurance set forth below and that the City and BMX are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation: Statutory requirements.

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

a. In no event shall the City be liable to the BMX for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The BMX 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 BMX or the BMX's agents, employees, sub-BMXs or by others for whom BMX is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this Contract.

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

d. This Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation.

13. **Notices**. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and BMX at the addresses shown above. 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. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

14. **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.

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

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

BMX of Blue Springs, Inc.

By: _____
Kelly Harves, BMX of Blue Springs, Inc.

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Christine Cates, City Administrator

APPROVED AS TO FORM

Sarah E Carnes
_____
Sarah E. Carnes, City Attorney

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 1, 2023

SUBMITTED BY: Tom Degenhardt **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $68,451.40, with an $8,000 trade in, for a total of $60,451.40 from Crafco, Inc. for a Crack Sealer.

BACKGROUND/JUSTIFICATION

The Public Works Department is responsible for maintaining all roadways within the City limits, excluding 7 Hwy and 40 Hwy, which are maintained by MODOT. This maintenance includes, but is not limited to, crack sealing of the roadways.

The Public Works Department has two existing crack sealers, Unit 689, a 2007 Crafco Crack Sealer, and Unit 822, a 2013 Crafco Crack Sealer. Unit 689 has reached its end of life. The new Crack Sealer will replace Unit 689, which will be removed from service.

FINANCIAL IMPACT

Contractor:	Crafco, Inc.
Amount of Request/ Contract:	$60,451.40
Amount Budgeted:	$70,000
Budget Year:	FY23/24
Funding Source/Account #:	100-32000-540400
Account Balance:	$88,550 Date: 12/7/2023

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 3, 2024	September 30, 2024
Years and Months Contract in effect	**Number of times renewable**
N/A	N/A

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Quote attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Lori Turner***
Legal: ***Sarah E. Carnes***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☐	N/A
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	N/A
Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	6165 W. Detroit Street Chandler, AZ 85226 Remit to: Dept. 2279 PO Box 11407 Birmingham, AL 35246-2279 Kevin.owens@crafco.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 04-2024

A RESOLUTION APPROVING THE PURCHASE OFA CRACK SEALER FROM CRAFCO, INC.

WHEREAS, the City of Blue Springs is responsible for maintaining all roadways within the City limits, excluding 7 HWY and 40 HWY. This maintenance includes crack sealing of City owned streets; and

WHEREAS, the Department currently has two existing crack sealers, Unit 689, a 2007 Crafco Crack Sealer, and Unit 822, a 2013 Crafco Crack Sealer. Unit 689 has reached its end of life. The new Crack Sealer will replace Unit 689, which will be removed from service.

WHEREAS, the Department received pricing information through the National Joint Powers Alliance (NJPA) new name Sourcewell – Resolution 36-2014 and now recommends that the City purchase a Crack Sealer from Crafco, Inc. for work crack sealing City owned streets for the amount of $68,451.40, with an $8,000 trade in, for a total of $60,451.40. The quote from Crafco, Inc. Is attached 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 purchase from Crafco, Inc., 6165 W. Detroit Street, Chandler, AZ 85226, a Crack Sealer for the amount of $68,451.40, with an $8,000 trade in, for a total of $60,451.40.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, 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 2nd day of January, 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CRAFCO® INC
AN ERGON COMPANY
6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

QUOTE # BBBQ59816-02

Date Quoted 11/7/2023
EXPIRATION DATE 12/7/2023

Due to extreme market volatility of raw materials, quotes are reviewed and revised after 30 days. Products ordered for shipment after the expiration date on this quote will be adjusted to the price in the quote valid at the time of the shipment.

Quote To:	Account Code: 920424	**Ship To:**	Account Code: 920424
CITY OF BLUE SPRINGS MO		CITY OF BLUE SPRINGS MO	
Dennis Lafal			
903 W. MAIN STREET BLUE SPRINGS, MO 64015 US		903 W. MAIN STREET BLUE SPRINGS, MO 64015 US	
Mobile: 816-674-8694			
Phone: 816-228-0185			
Fax:		Dennis Lafal	
Email: dlafal@bluespringsgov.com		816-228-0185	dlafal@bluespringsgov.com

Project Title:

Bid Date:
Bid Number:
Project Start Date:
Ship Before: 12/7/2023
Quote Effective Dates: 6/29/2023 TO 12/7/2023

Terms: NET 30
F.O.B.: PPA- Delivered; freight includ
Ship Via: Truck/Common Carrier
Sales Group:
Quoted By: Kevin Owens
Sales Office: 255- Kevin Owens

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer:	**CITY OF BLUE SPRINGS MO**	Quote Number	BBBQ59816-02
Project Title:		Date	11-07-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Retail	Quote Price	Ext. Price
43600-SRC	SUPERSHOT 125 DIESEL	EA	1	$63,450.0000	$63,450.0000	$63,450.0000
20014-SRC	3" PINTLE HITCH	EA	1	$126.4000	$126.4000	$126.4000
20140-SRC	28" HITCH EXTENSION	EA	1	$572.0000	$572.0000	$572.0000
24095K-SRC	STROBE LIGHT KIT INSTALLED	EA	1	$312.0000	$312.0000	$312.0000
26058-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	$236.0000	$236.0000	$236.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	1	$84.0000	$84.0000	$84.0000
24190-MO01	OVERNIGHT HEATER 110V ASSY, R-C	EA	1	$395.0000	$395.0000	$395.0000
45535-SRC	ENGINE COVER	EA	1	$1,276.0000	$1,276.0000	$1,276.0000
		ea	1	$0.0000	$0.0000	$0.0000
FREIGHT	FREIGHT FROM FACTORY	ea	1	$0.0000	$2,000.0000	$2,000.0000
		ea	1	$0.0000	$0.0000	$0.0000
LESS TRADE IN UNIT	VEHICLE ID 1C9SY101871418045	ea	1	$0.0000	-$8,000.0000	-$8,000.0000

Customer:	**CITY OF BLUE SPRINGS MO**	Quote Number	BBBQ59816-02
Project Title:		Date	11-07-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Retail	Quote Price	Ext. Price

Retail Total $66,451.40 **Total** $60,451.4000

Due to extreme market volatility, all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.

COMMENTS:

This melter is currently in stock.
Please allow one week for set up and delivery.

Sarah E Carnes
City Attorney
By scarnes on Dec 07, 2023

NOTE:

PAYMENT POLICY:

A deposit of 50% of the purchase price is required on all equipment orders.
Payment of cash, wire transfer or cashier's check for equipment is required at the time of delivery. Personal or Company checks must be deposited and the equipment will not be released until the funds clear. (7-10 days is typical)

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.
California purchasers refer to http://crafco.com/resources/Prop-65.xlsx

For Terms and Conditions of purchases go to: https://crafco.com/Terms-of-Sale.pdf
Quantities may be limited at Crafco's discretion.
Pricing and availability are subject to change without notice.
Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.
PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy

RETURN POLICY
Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.
All products returned must be in the original packaging and be in good and salable condition.
Crafco reserves the right to charge repackaging fees in addition to restocking fees.
The customer is responsible for all shipping costs of returned products.
Request information on the acceptability for returns for any specific product when ordering.

Non-Returnable Products
Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees
All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.



Engineered Performance Features



QUICK & EASY START-UP
With the flip of a toggle switch the Super Shot will be ready to operate in less than an hour. Shut down, at the end of the day, is just as easy.



HEATED HOSE
The low voltage electric heated hose heats material to application temperature within 45 minutes. The hose has the longest working radius in the industry, a 360° swivel, protective sleeve, & a repairable hose & wand.



Automatic Agitator Shut-Off & Splash Proof Lid
Shut offs are incorporated into the lid, hose, wand, pump, burner, & electrical controls.



Integrated Operator Control System
Controls operate the entire unit and override possible operator error. Integrated control box houses all the gauges, switches, & engine controls.



Optional Compressor
Compressor runs air lance that is used to clean dirt & debris out of cracks, increasing crack sealing efficiency.



Optional Engine Cover
Protects engine from the elements, vandalism, & theft.



Efficient Burner
Burner is positioned safely within the frame providing protection & ample ground clearance. Time saving electric overnight heater option available.



Low Profile
Low center of gravity provides easy loading, yet has ample unobstructed ground clearance for safe towing over the most rugged road conditions.

Engineered Performance Options

Crafco offers many Engineered Performance Options to increase production, save labor and lower operating costs. The versatility of the Super Shot units allows you to specify options in your time frame, from the initial placement of the order all the way through production. Most Super Shot units have been engineered to accept any option, whether it's an autoloader, compressor, light bar or fire extinguisher. These options will enhance production while increasing safety and security.





Engine covers and battery boxes protect the engine from the elements and adds security. The autoloader increases production, adds safety and decreases operator fatigue. The overnight heater is an on the job must if you want to reduce start up time. The light bar is for added safety to direct traffic and increase driver awareness. No other machine comes as complete or as diversified.



- Engine cover
- Gravity Feed
- Arrow Board Kit
- Surge Brakes
- Engine w/ Guages
- Autoloader
- 50 or 70 CFM Compressor
- Custom Paint
- Hitch Selection
- Electric Plug Selection
- Hitch Extension
- Cab Brake Control
- Break-away Battery w/charger
- Locking Battery Box
- Light Bar
- Overnight Heater
- Fire Extinguisher - 10 or 20 lb.
- Tool Box
- Safety Hooks
- Mud Flaps
- Spare Tire Kit
- Strobe Light

Engineered Tools

Sealing Tips and Material Handling Tools



Super Shot Drip Stopper
Use with Crafco Super Shot sealing tip. Stops sealant drip once wand trigger is released.
- ❶**PN# 27114** Tip Adapter
- ❷**PN# 50270** Duckbill Valve
- ❸**PN# 27115** Shroud - Tip Adapter



Swivel Applicator
Use with Super Shot Melter & E-Z Pour Melters with or w/o Drip Stopper.
PN# 27120 3" Swivel Applicator
PN# 27130 4" Swivel Applicator

Crafco Duckbill PN# 50270
Use with Super Shot Melter wands to prevent dripping of material.



Crafco Sealing Foot / Flush
Used for random asphalt and concrete cracks.
PN# 27154 Sealing tip/ft assembly 1/4" flush
PN# 27155 Sealing tip/ft assembly 3/8" flush



Crafco Sealing Foot / Protruded
Used for straight asphalt and concrete joints.
PN# 27159 Sealing tip/ft assembly 1/4" protruding
PN# 27160 Sealing tip/ft assembly 3/8" protruding



Crafco Joint Sealing Tip
Use for straight asphalt and concrete joints.
PN# 27146 Sealing tip assembly 1/4"
PN# 27147 Sealing tip assembly 3/8"



Crafco Round Sealing Tip
Multi-purpose random cracks and joints. Use with a squeegee for most applications.
PN# 27170 Sealing tip assembly 3/8"
PN# 27171 Sealing tip assembly 1/2"



Crafco Applicator Disk
Used for overbanding, great labor saver.
PN# 27162 3" Disk Assembly
PN# 27163 4" Disk Assembly
PN# 27164 6" Disk Assembly



Crafco Heavy Duty Squeegee w/Aluminum Handle
PN# 27199
Use for leveling crack sealant and where a sealant over band is recommended.
Crafco Replacement Blade
PN# 27195 4" x 18" x 3/8"

Crafco Heavy Duty Compact Squeegee w/ Aluminum Handle
PN# 27245
Crafco Heavy Duty Compact Squeegee w/ Wooden Handle
PN# 27245W
Use for leveling crack sealant and where a sealant over band is recommended.
Crafco Replacement Blade
PN# 27241 2-1/2" x 17" x 3/8"

Crafco Pour Pot with Wheels
PN# 40200
Use to apply a uniform band of sealant to a crack or joint. Wheeled for ease of use. Gravity feed with shut off lever.

Crafco Hand Held Pour Pot
PN# 40201
For application of thin crack sealant to a joint or crack. Gravity feed with shut off lever.

Crafco Detack is an economical, biodegradable liquid from Crafco that eliminates sealant tack when sprayed onto freshly applied hot pour sealant.

Sourcewell
Awarded Contract

Your local Crafco Representative:

CRAFCO INC PRESERVATION PRODUCTS | PAVEMENT

crafco.com
(800) 528-8242

6165 W. Detroit St., Chandler, AZ 85226 • Phone: (602) 276-0406 • Fax: (480) 961-0518

Super Shot Melter/Applicators

Crafco Engineered System



CRAFCO® INC
PAVEMENT

Delivering Confidence Through Innovation, Quality and Value Since 1976

SUPER SHOT MELTERS



THE MOST TECHNOLOGICALLY ADVANCED MELTER/APPLICATORS AVAILABLE

A PART OF THE CRAFCO PAVEMENT PRESERVATION SYSTEM

Crafco's total **Pavement Preservation Systems** include **Engineered Performance** Applicators and Sealants. Although all our melter/applicators work well with all brands of hot pour sealants, we recommend our **Performance Verified** sealants for your next project. All sealants are not alike; sealant must be engineered for the proper use and climate. To assist in selecting the right system for your specific application, consult the sealant selection guide on the Crafco website or consult your local authorized Crafco Systems representative. Crafco Pavement Preservation Systems represent products that are 100% recyclable, from the containers that they are shipped in to the products themselves. Preserve and protect with Crafco Preservation Systems.

Engineered Performance Design

Crafco Super Shot Melter/Applicators **Engineered Performance** answer todays challenges of high energy costs and small budgets with innovative features. Available in three sizes to match budgets and job criteria, Super Shot machines get the job done correctly, quick, and economical. No other machine on the market today can match Crafco's Engineered Performance System Machines.

Engineered Efficiency. Crafco's Super Shot engineered pump is mounted inside the melter, eliminating material recirculation, outside plumbing and high-pressure lines. By eliminating the need for re-circulation, the pump runs only when material application is needed making this an "on-demand" system, this increases pump life and operator safety.

Additionally, an internally mounted pump requires no packing, eliminating maintenance. Less maintenance in the shop means more production on the job, more profit and less costs.

Engineered Options and Features. Standard Engineered Features makes the operation of these melters the safest and the easiest machines to operate. Many of the other features reduce labor and operating costs; the most impressive being the Super Shot Melter Engineered Options. Design the machine you want with these options. For example, add an optional industrial air compressor and save the cost of running an additional engine and tow vehicle. With over 20 available options you will save time, money and manpower.

Engineered Safety



Super Shot Melter/Applicators are loaded with standard safety features designed to protect the operator and the public. In addition to standard safety features there are optional engineered features such as the autoloader, which keeps the operator clear of hot sealant and adds efficiency to the process. Rear controls keep the operator away from traffic on both sides of the unit and the bearing hose boom reduces operator fatigue. Anti-splash lids with safety shut offs protect the operator from sealant splash. Review the innovative features of Crafco Melters and you will find these machines to be the most safely engineered melters available.

1. **Angled Loading Lid**
2. **Anti-Splash Lid**
3. **Low Profile Loading Height**
4. **Hot Oil and Sealant Shut Down**
5. **Manual Record Box**
6. **Lid Agitator Shut Off Switch**
7. **Bearing Boom**
8. **Hose Cover**
9. **Low Curb Height**
10. **Hitch Extension**
11. **Quiet Operation**
12. **Curbside Controls**
13. **Heat Transfer Overflow Tank**
    A jacketed melter with no overflow tank may cause ground contamination
14. **LED Lights Standard**

Additional features not indicated: Safety Chains, Breakaway Switch, Light Board, Fire Extinguisher, Auto Shut-Off, Safety Manual, and Autoloader.

Super Shot 60



The Crafco Super Shot series melter/applicators represent the most technologically advanced melter/applicators available. These state-of-the-art machines offer the ultimate in efficiency and ease of use. The digital control features of this equipment accurately control and regulate the heating temperature of the sealant and transfer oil. The patented internal pumping system requires no clean out and features a hydraulic flow rate adjustment. The internal pump only operates when the operator activates the micro-switch on the applicator wand. With "On Demand" pumping there are no valves, fewer moving parts and no hose pressure build up. Super Shot melters will out-perform any comparable sized machine available. Crafco offers a one-year warranty, various options, and many safety features, making these machines the greatest value with the highest productivity. The Crafco Super Shot Melters are the most efficient and easy to use melter/applicators available today!

There are three sizes to choose from. The Super Shot 60 is a 60-gallon capacity unit, which features automatic digital controls. It is propane fired, with a heated hose and wand. This machine is designed for use on projects under 2,000 pounds of sealant per day. The Super Shot 60 is also available as a skid mount.

Super Shot 125 with Compressor



The mid-sized 125-gallon capacity Super Shot 125, offers the best versatility. Ideal for medium to large sized projects, this unit is diesel powered, available with an optional compressor or a labor saving Autoloader. This is our most popular municipal unit.

The oversized 250-gallon Super Shot 250 is designed for large projects. This machine will out-perform any melter in its class and is available with many standard options.

Choose your size, choose your options!



Ergonomically Engineered Loading Features:
- Splash proof lid
- Automatic agitation shut-off
- Fume free environment
- No operator back strain
- Light weight loading lid



Longer Pump Life • Efficient & Aggressive Agitation



The patented pump technology of the Crafco Super Shot melters is what makes the Super Shot the most productive and lowest maintenance melter in the industry. The Crafco patented pump is mounted inside the sealant tank. Mounting the pump inside eliminates material recirculation, outside plumbing, and high-pressure lines, while decreasing pump wear. The Super Shot pump will last many times longer than a conventional pump. Internal pumps require no packing which eliminates maintenance and results in more production on the job.

Super Shot 250 with Autoloader



Specifications

	Super Shot 60 Propane	Super Shot 125	Super Shot 250
Dimensions	110.25"L / 62"W / 72"H	138.25"L / 68"W / 83.25"H (125DC - 152"L / 68"W / 83.25" H)	174"L / 81.25"W / 81"H
Shipping Weights	2,200lbs / 998kg - Actual	2,800lbs / 1,270kg - Actual (125DC - 4,020lbs /1,823kg -Actual)	5,660lbs / 2,568kg - Actual
Gross Weight	3,200lbs / 1,451kg	5,200lbs / 2,536kg / Approx. (125DC - 7,000lbs / 3,175kg - Approx.)	9,900lbs / 4,490kg - Approx.
Material Capacity	58 gal / 220 liter	133 gal / 503 liter	250 gal. / 946 liter
Melt Rate	486 lbs/hr	1,964 lbs/hr	2,000 lbs/hr
Heat Transfer Oil	21 gal / 79 liter	34 gal / 128 liter	49 gal / 185 liter
Tank Construction	Double Boiler	Double Boiler	Double Boiler
Tank Opening	12.25" x 15" / 311.15mm x 381mm	14" x 18" / 355.6mm x 457.2mm	16" x 24" / 406.4mm x 609.6mm
Loading Height	50" / 127cm	58" / 147.3cm	58" / 147.3cm
Heat Input	180,000 Btu	250,000 Btu	290,000 Btu
Diesel Fuel Capacity		26 gal. / 98 Liter (125DC - 32 Gal. / 121 Liter)	32 gal. / 127 liter
Propane Capacity	100lbs / 45.3kg		
Hydraulic Oil Capacity	26 gal. / 98 Liter	26 gal. / 98 Liter (125DC - 32 Gal. / 121 Liter)	32 gal. / 121 liter
Engine Standard	Kohler Mod. Ch2015 17HP@3600RPM	Three Cyl. Isuzu Mod 3CH1 Tier 4 Final 25.4BHP @ 3,000RPM	Three Cyl. Isuzu Mod 3CH1 Tier 4 Final 25.4BHP @ 3,000RPM
Engine Option (w/Compressor)	N/A	(53 cfm comp.) Three Cyl. Isuzu Mod 3CD1 33BHP @ 3,000RPM (70 cfm comp.) Three Cyl. Isuzu Mod 3CD1TK 41.6BHP @ 3,000RPM	(53 cfm comp.) Three Cyl. Isuzu Mod 3CD1 33BHP @ 3,000RPM (70 cfm comp.) Three Cyl. Isuzu Mod 3CD1TK 41.6BHP @ 3,000RPM
Axle Capacity	3,200lb. Torsional / 1,451kg	5,200lb Torsional / 2,359kg (125DC - 3,500lb Torsional / 1587kg)	5,200lb Torsional / 2,359kg
Tires	ST185/80 D-13	ST225/75R15 (125DC - ST205/75 R14)	ST225/75 R15
Air Compressor (Optional)	N/A	53.8CFM @ 100PSI / 70CFM @ 100PSI	53.8CFM @ 100PSI / 70CFM @ 100PSI
Surface Area Material Tank	2,538in² 16,347cm²	4,267in² 27,529cm²	6,632in² 42,760cm²
Surface Area Oil Tank	3,355in² 21,516cm²	5,244 in² 33,832 cm²	7,855 in² 49,387 cm²
Ratio of Tank Surface Area	1.31:1	1.22:1	1.15:1
Controls	Standard Super Shot	Standard Super Shot	Standard Super Shot
Control Location	Hydraulic Rear, Control Box Curb Side	Hydraulic Rear, Control Box Curb Side	Hydraulic Rear, Control Box Curb Side
Hose Style	Electric	Electric	Electric
Wand Style	Electric	Electric	Electric
Hose Compartment	No	No	No
Material Recirculation	No	No	No
Boom	Dual Pillow Block Bearings	Dual Pillow Block Bearings	Dual Pillow Block Bearings
Burner Box	N/A	Front Panel Removable	Front Panel Removable

For bid specifications go to
crafco.com

CRAFCO ENGINEERED SUPER SHOT MELTERS ARE BUILT TO LAST

(800) 528-8242

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 29, 2023

SUBMITTED BY: Tom Degenhardt **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $97,299 from J & D Equipment, Inc. dba American Equipment Company for a Patch Trailer., CIP project CIP-Misc.

BACKGROUND/JUSTIFICATION

In the 2023-2024 fiscal year, project ST-24 was budgeted for $172,000 with the intentions of purchasing a new dump truck. After careful assessment of the Public Works Departments current fleet, it was decided that funds would be better used in replacing one of the existing patch trucks. The Public Works Department currently has 17 dump trucks, all of which have plows. They range from 2007-2024 models. With the increase in flatbed truck purchases it was determined that there would be no hinderance to the Public Works Department's operations in the winter season if the purchasing of a new dump truck was delayed.

The Public Works Department is responsible for maintaining all roadways within the City limits, excluding 7 HWY and 40 HWY, which are maintained by MODOT. This maintenance includes, but is not limited to, patching of the roadways due to potholes, utility cuts for utility or infrastructure repairs, damages, and deterioration.

The Public Works Department currently has two existing patch trucks, Unit 680, a 2007 Duncan Freightliner, and Unit 707, a 2008 Dura Start International. The two existing patch trucks have not both been operational at the same time for at least the last year and half. Overall, during the last year and half, the Public Works Department has only been able to patch 40% of the work that could have been done with working equipment. Recent repairs have kept Unit 680 in a consistent and operable state. Unit 707 has reached its end of life, causing it to spend more time down for repairs than Unit 680. The new patch trailer will replace Unit 707, which will be removed from service. By replacing Unit 707 the Public Works Department will be able to patch on a more frequent and consistent basis.

FINANCIAL IMPACT

Contractor:	J & D Equipment, Inc. dba American Equipment Company
Amount of Request/ Contract:	$97,299
Amount Budgeted:	$0
Budget Year:	FY 2023-24
Funding Source/Account #:	310-72000-543500 CIP-Misc.
Account Balance:	$0 Date: 11/29/2023
Additional Funds Needed:	Budget transfer from 310-32000-540450 ST-24 for $97,299. ST-24 purchase will be delayed and funds from that project will be used to purchase the Patch Trailer.

Funding Source/Account #:	310-32000-540450 ST-24

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Upon Execution of Contract	September 30, 2024
Years and Months Contract in effect	**Number of times renewable**
1 Year	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Quote from American Equipment Company attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Lori Turner***
Legal: ***Sarah E. Carnes***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☐	N/A
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	N/A
Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	3250 Harvester Rd Kansas City, KS 66115 ryan@americanequipment.us
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 05-2024

A RESOLUTION APPROVING THE PURCHASE OF PATCH TRAILER FROM J & D EQUIPMENT, INC. DBA AMERICAN EQUIPMENT COMPANY (CIP-MISC)

WHEREAS, the City of Blue Springs is responsible for maintaining all roadways within the City limits, excluding 7 HWY and 40 HWY. This maintenance includes, but is not limited to, patching of the roadways due to potholes, utility cuts, and deterioration; and

WHEREAS, $172,000 was originally budgeted for CIP project ST-24 for the 2023-2024 fiscal year, for a new dump truck. After careful assessment of the current fleet, the Public Works Department determined that there was a greater need for a Patch Trailer, and that there would be no hindrance to the department if the purchase of a dump truck was delayed.

WHEREAS, the Department received pricing information through Omnia/NCPA Cooperative Purchasing Agreement – Resolution 99-2008 and now recommends that the City purchase a Patch Trailer from J & D Equipment, Inc. dba American Equipment Company for work patching City streets for the amount of $97,229. The quote from J & D Equipment, Inc. Dba American Equipment Company is attached 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 purchase from J & D Equipment, Inc. dba American Equipment Company, 3250 Harvest Rd, Kansas City, KS 66115, a Patch Trailer for the amount of $97,229.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, 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 2nd day of January, 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

American
EQUIPMENT CO.
3250 Harvester Road
Kansas City, Kansas 66115
(Phone) 913-342-1450 (Fax) 913-342-1377
sales@americanequipment.us

QUOTATION

DATE	Quotation #
11/17/2023	111723/2RK

NAME / ADDRESS	TO CONFIRM ORDER
City of Blue Springs 903 Main Blue Springs, MO 64015	Quote Accepted by _____ Date _____ P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
240-300 days ...	Due on Rece...	REK		816-228-0197	

QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Pricing per Omnia/NCPA Contract Number 05-77 Stepp SPHOJ-3.0(4 ton) Oil Jacketed, Auger Discharge Hot Box Each base unit includes: Diesel Burner, Automatic Temperature Controls, Oil Jacketed Heat, Auger Delivery, Hydraulic Top Doors, Diesel Engine, Engine Enclosure, Electric Brakes, and a 2 Light System - Electric Overnight Heat 220V 3000W (hot mix use) - Flush Mounted Strobe Light (SET OF 2) - Arrowboard - Compactor Plate Carrier - Stainless Steel Tool Holder x2 - Washdown System - Hose Reel for Washdown - Shovel Cleaning Compartment - Camera System - Tack Tank- 40 gal, Diesel Heat, Auto Temp, Spray System - Hose reel for tack hose - LED LIGHTS		95,076.00	95,076.00
1	300	Freight Options to consider Compactor Plate Carrier Hold Down - add $618.00 Aluminum Wand in lieu of Steel - add $995.00 Spare Tire w/ Holder - add $692.00 10# Fire Extinguisher - add $356.00 Tool Box 10"x10"x24" - add $499.00		2,223.00	2,223.00

Quoted by Ryan Keith

Total $97,299.00

This quote is valid for 30 days. Applicable taxes not included.

Sarah E Carnes
City Attorney
By scarnes on Dec 06, 2023

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 1, 2023

SUBMITTED BY: Tom Degenhardt **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $69,500 from Red Equipment, LLC for a Slope Mower, CIP project CIP-Misc.

BACKGROUND/JUSTIFICATION

In the 2023-2024 fiscal year, project ST-24 was budgeted for $172,000 with the intentions of purchasing a new dump truck. After careful assessment of the Public Works Departments current fleet, it was decided that funds would be better used in purchasing a new piece of a equipment to achieve tasks that the department does not currently have the equipment in order to complete. The Public Works Department currently has 17 dump trucks, all of which have plows. They range from 2007-2024 models. With the increase in flatbed truck purchases it was determined that there would be no hinderance to the Public Works Departments operations in the winter season if the purchasing of a new dump truck was delayed.

The Public Works Department is responsible for maintaining the City owned retention and detention basins, land banks, and guard rial locations, as well as other locations that have a steep terrain. The Department currently utilizes a traditional mower, bobcat, and tractor to complete similar tasks on other City owned properties. To date the Department has been unable to safely complete tasks in these areas with existing equipment due to steep slopes, difficult access, and saturated soils.

With the purchase of a remote-operated robotic slope mower it would allow the Department access to consistently maintain these areas during the growing season. It will also be able to be utilized in the off season to keep areas cleaned out. With this being the first Unit of this type purchased for the Department the exact life expectancy is unknown. With the current maintenance procedures in place, the Department is optimistic that the Unit would have a life expectancy upwards of 5-7 years.

FINANCIAL IMPACT

Contractor:	Red Equipment, LLC
Amount of Request/ Contract:	$69,500
Amount Budgeted:	$0
Budget Year:	FY2023-24
Funding Source/Account #:	310-72000-543500 CIP-Misc.
Account Balance:	$0 Date: 11/29/2023
Additional Funds Needed:	Budget transfer from 310-32000-540450 ST-24 for $69,500. ST-24 purchase will be delayed and funds from that project will be used to purchase the Slope Mower.

Funding Source/Account #:	310-32000-540450 ST-24

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 3, 2024	September 30, 2024
Years and Months Contract in effect	**Number of times renewable**
9 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Quote attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Lori Turner***
Legal: ***Sarah E. Carnes***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☐	N/A
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	N/A
Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	1150 S. Sterling Avenue Independence, MO 64054 office@redequipmentco.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 06-2024

A RESOLUTION APPROVING THE PURCHASE OF SLOPE MOWER FROM RED EQUIPMENT, LLC (CIP-MISC)

WHEREAS, the City of Blue Springs is responsible for maintaining the City owned retention and detention basins, land banks, and guard rails, as well as other locations that have steep terrain; and

WHEREAS, $172,000 was originally budgeted for CIP project ST-24 for the 2023-2024 fiscal year, for a new dump truck. After careful assessment of the current fleet, the Public Works Department determined that there was a greater need for a Slope Mower, and that there would be no hindrance to the department if the purchase of a dump truck was delayed.

WHEREAS, the Department received pricing information through HGAC Buy, an association of MARC, Mid-America Regional Council (MARC) – Resolution 95-2006, and now recommends that the City purchase a Slope Mower from Red Equipment, LLC for work maintaining City owned properties for the amount of $69,500. The quote from Red Equipment, LLC is attached 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 purchase from Red Equipment, LLC, 1150 S. Sterling Avenue, Independence, MO 64054, a Slope Mower for the amount of $69,500.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, 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 2nd day of January, 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

RED EQUIPMENT, LLC

1150 South Sterling Ave

Independence, MO 64054

Levi Williams Kansas Sales Representative

Email: Levi@redequipmentco.com

Cell: (816) 266-7500 Office: (816) 231-2005

WWW.REDEQUIPMENTCO.COM

November 16th, 2022

The City Of Blue Springs, MO

Dennis,

Red Equipment, LLC is pleased to offer ***The City Of Blue Springs, MO*** the following quote on a ***New R-60 RC Slope Mower.*** Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (816) 266-7500 or by email at Levi@redequipmentco.com

Best Regards,

LeviWilliams

RED Municipal & Industrial Equipment Co

VAC-CON MORE POWER TO YOU

CrewPlex RC-MOWERS

rausch USA

enz usa inc.

RAVO FAYAT GROUP

TK-60XP

REMOTE-OPERATED ROBOTIC SLOPE MOWER

RC MOWERS

DESIGNED + BUILT IN THE USA



SAFER, FASTER & MORE PROFITABLE.

Our largest and most powerful machine. Designed for extreme jobs.

IDEAL FOR:

- Hillside & steep-incline maintenance
- Wetland & swamp preservation
- Retention or water treatment ponds
- Dam & levy embankments
- Landfill slope preservation
- Roadside mowing



KEY FEATURES

REMOTE CONNECTIVITY UP TO **1000 ft**	CUTS BRUSH UP TO 1.5 INCHES IN DIAMETER	**5.7** MPH MOWING SPEED	FUEL BOOST FOR CONTINUOUS FUEL FLOW ON SLOPE	***SLOPE CLIMB:*** **50 DEGREES**
LIGHT-WEIGHT AND LOW GROUND PRESSURE (2.2 PSI)	**60”** CUTTING WIDTH	REMOTE CONTROL TILT/DROP AUTO SHUTDOWN	**38.5** HORSEPOWER EFI ENGINE	

TK-60XP
MOWER SPECIFICATIONS

RC MOWERS
DESIGNED + BUILT IN THE USA

DIMENSIONS	
WEIGHT	1,855 LBS
LENGTH	87"
WIDTH	86"
HEIGHT	49.5"

DRIVETRAIN

- Kawasaki® FX1000 EFI
- Air-Cooled
- Heavy-Duty Air Cleaner
- 38.5 Horsepower
- Electroinc Fuel Injection (EFI)
- Hydro-Gear® ZT-5400 Transaxles
- 13.4 Gallon Fuel Capacity

TRACKS

- Rubber Molded over Steel Links
- Steel Cords
- 9" Wide (230mm x 72mm x 44mm)
- Tread Style 'J'

PERFORMANCE

- 6.7 MPH Transport Speed
- 5.7 MPH Mowing Speed
- 3.1 Acres Per Hour
- 50 Degree Slope Climb Ability

MOWING DECK

- Fabricated 7ga. Steel
- 1/4" Spindle Reinforcement
- 60" Cutting Width
- 2.5" to 6.5" Cutting Heights
- 17 Cutting Positions

WARRANTY

- 2 Years or 400 Hours





EXPERIENCE THE RCM DIFFERENCE

Our American-made, remote-operated robotic slope mowers offer a smarter, safer way to maintain steep slopes and extreme landscapes. Bringing technology to bear with traditional problems, we create smart mowers that deliver game-changing opportunities – including safer working conditions, more capabilities, better work environments, versatility, new revenue streams, and the ability to attract, hire, and retain talented workers.

RC MOWERS WISCONSIN
MADE IN THE USA

72-HR PARTS SHIPPING GUARANTEE

BUY BACK GUARANTEE
LOVE IT OR WE BUY IT BACK

Total Price: $69,500.00
HGAC Contract Number: GR01-20

***This Quote Includes Delivery & Training of Equipment**
***Price good for 30 days**
***This Quote Does Not Include Shipping**
****ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE****

Purchase Order Number: _____

Customer Representative (Print): _____

Customer Representative Signature: _____

Red Equipment, LLC Representative (Print): Levi Williams

Red Equipment, LLC Representative Signature: _____

Sarah E Carnes
City Attorney
By scarnes on Dec 11, 2023

Scanned with CamScanner

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 4, 2023

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

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

ISSUE/REQUEST

Passage of a Bill approving an Annexation Agreement with the fee simple owners, Claudia and Rodney Baker, of property located at 2600 NW Vesper Street and second reading of Bill No. 5169 approving the annexation of real property described as Lot 20 and E ½ of Lot 21 in the Truman Heights subdivision (approximately .69 acres +/- acres) into the City limits (ANNX-11-23-008951). The public hearing and first reading were on December 18, 2023 and the bill is ready for second reading.

BACKGROUND/JUSTIFICATION

The City and owners of the land, Claudia and Rodney Baker, desire to enter into an Annexation Agreement for the property located at 2600 NW Vesper Street. The Agreement would effectively bring the unincorporated residential property into the City limits.

This is the second reading of Bill No. 5169 for the proposed annexation. The City Council unanimously approved the first reading on December 18, 2023.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Annexation Agreement and Annexation (ANNX-11-23-008951)

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Exhibit 1 as entered into the record during the public hearing at the December 18, 2023, City Council meeting which includes City Council Information Form with attachments, Site Location Maps, Form of Petition for Voluntary Annexation and signatures of property owner with attachments, Affidavit of Publication in The Examiner on December 2, 2023.
2. Bill with Annexation Agreement attached as Exhibit A

3. Bill No. 5169 approving Annexation.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
DECEMBER 18, 2023

EXHIBITS FOR PUBLIC HEARING

BAKER ANNEXATION

(ANNX-11-23-008951)

EXHIBIT #1 City Council Information Form dated December 4, 2023 with the following attachments: Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on December 2, 2023; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners and Bill approving Annexation

Exhibit 1
CITY COUNCIL
BAKER ANNEXATION
(ANNX-11-23-008951)
12/18/2023

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 4, 2023

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

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

ISSUE/REQUEST

A public hearing is being held at the request of the Applicants, Claudia and Rodney Baker for consideration to approve an annexation of property 35-720-08-14-00-0-00-000 (approximately .69 +/- acres) located at 2600 NW Vesper Street into the City limits. (ANNX-11-23-008951) Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for introduction and the first reading.

BACKGROUND/JUSTIFICATION

Claudia and Rodney Baker are the owners of this unincorporated property. The Bakers are petitioning to annex the approximate .69 +/- acre property into City limits. A single-family home exists on the lot and is being marketed for sale. In October of 2023, the owners approached the City with a request to connect to the sanitary sewer system because the home's septic system had failed. Since the property had not been annexed into the City, connection to the City sewer was not permitted. Jackson County Health Department regulates septic systems in the unincorporated areas of the County. The Health Department will not issue new septic system permits for properties that are less than three acres in size, which means City sewer is the Baker's only option if annexation is approved. This request is for the public hearing and first reading of the Bill for the proposed annexation. The second reading is scheduled for the January 2, 2024, City Council agenda.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 3, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Annexation (ANNX-11-23-008951)

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

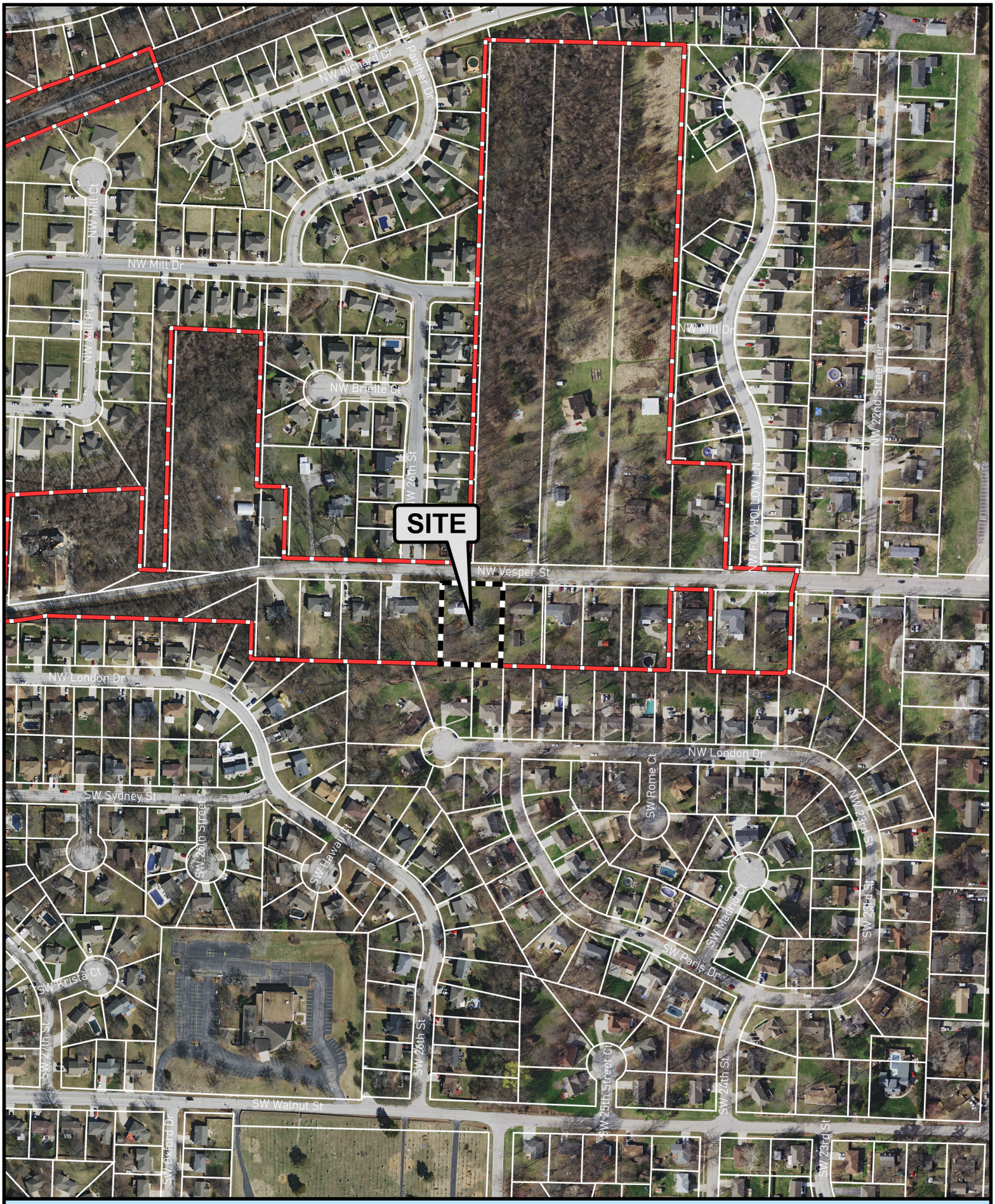
N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on December 2, 2023; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners
2. Bill approving Annexation

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***Sarah E. Carnes***	City Administrator: ***Christine Cates***

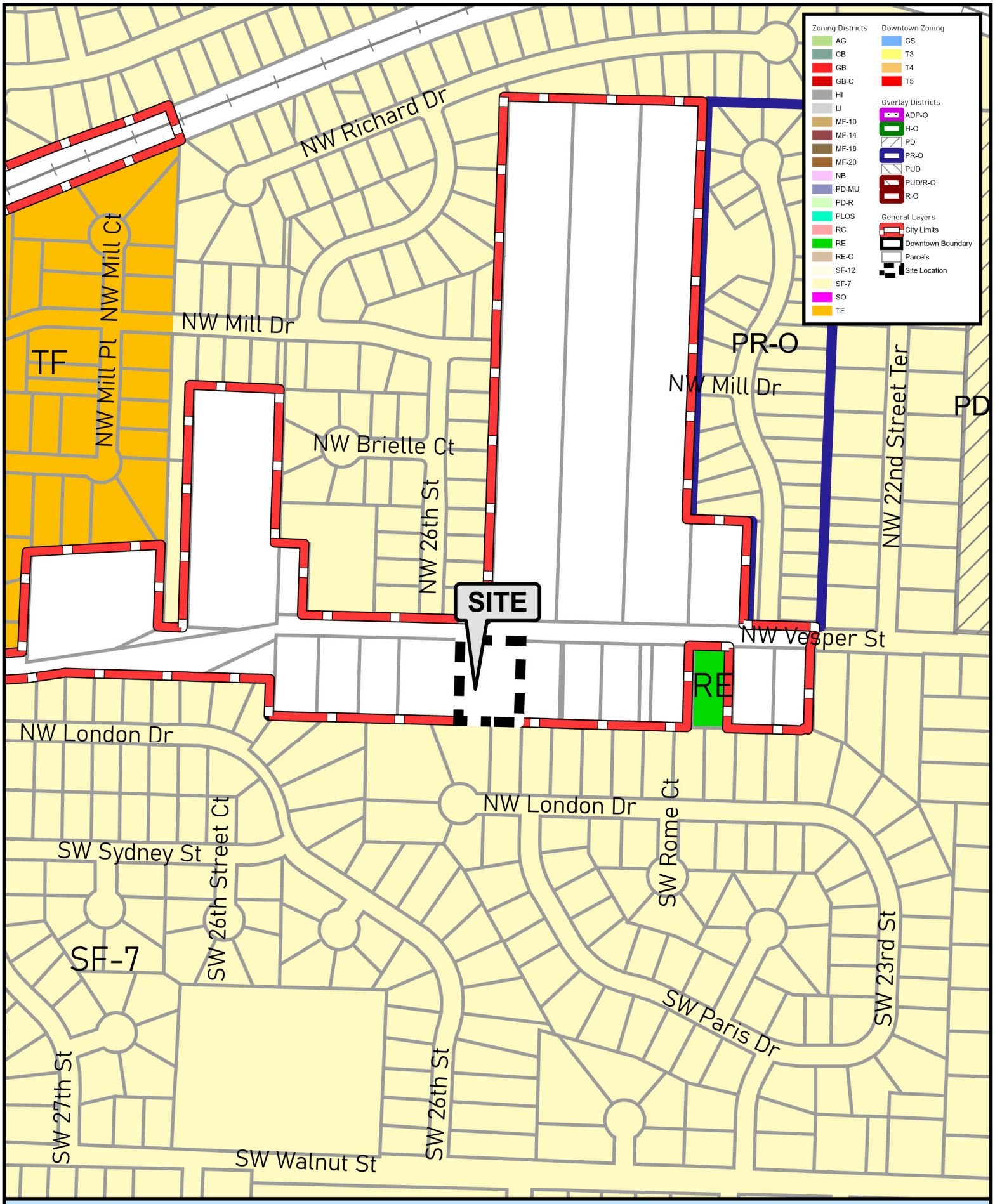


The City of Blue Springs Missouri

ANNX-11-23-008951
PARCEL # 35-720-08-14-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 300 feet
Date: 11/8/2023



The City of Blue Springs Missouri

ANNX-11-23-008951
PARCEL # 35-720-08-14-00-0-00-000
SITE LOCATION MAP

N

1 inch = 300 feet

Date: 11/8/2023

The City of Blue Springs Missouri

Planning Application

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

OFFICE USE ONLY – *Updated 10-13-2020*
CASE #: ANNX-11-23-008951
PC MEETING:
CC MEETING: December 18, 2023
BOA MEETING:
NEWSPAPER: December 2, 2023
NOTICE LETTERS: December 1, 2023
PLANNER: Dave McCumber

PETITION OF VOLUNTARY ANNEXATION TO THE CITY OF BLUE SPRINGS, MISSOURI

PRINT AND SUBMIT ONCE FILLED OUT – DO NOT E-MAIL TO STAFF

I/We, the undersigned _____ hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

1. That I/We are the owners of record of the real estate in Jackson County, Missouri described as follows, to wit: (Please attach the following information)

   - ☐ Legal Survey Annexation Map drawing of the property. No. Acres .686 +/-
   - ☐ Legal Description to be provided in electronic format, preferably Microsoft Word
   - ☑ ParcelNo. 35-720-08-14-00-0-00-000 Sec.Twp.Rng._____
   - ☐ Proof of Ownership of property described
   - ☐ Clearly and accurately describe any existing land uses and structures (e.g. residences, billboards, etc.)

2. That I/We agree to post one or more Public Hearing signs, provided by the City.

3. That I/We acknowledge the City will send notification to property owners within 185 ft. of my property. The City will also legally publish notice of the hearing. The cost which I/We are responsible for reimbursing.

4. That the said real estate is not now a part of any incorporated municipality.

5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.

6. That I/We have attached herewith a list of all contiguous holdings in which I/We have ownership interest.

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NOV 03 2023

7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this 1 day of November, 2023.

/s/ Claudia J. Baker — Claudia J. Baker
Property Owner (s) (Affiant (s)) — Please print name (s)

2600 NW Vesper St. — Blue Springs MO 64015
Address — City/State/Zip

816 454 2504 — - josephhallauer@twc.com
Phone No. — Fax No. — E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this 1 day of November, 2023, before me personally appeared Claudia Baker, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri the day and year first above written.

/s/ Aliyah Kincade
Notary Public

(Seal)

My Official Term Expires:

ALIYAH KINCADE
My Commission Expires
09-18-2026
NOTARY SEAL
Jackson
County
Commission # 14628875
NOTARY PUBLIC - STATE OF MISSOURI

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this _____ day of _____, 20__, before me personally appeared _____, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____ subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me

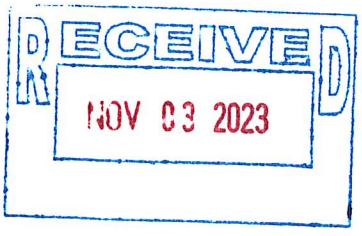
RECEIVED
NOV 03 2023

that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief..

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public
My Official Term Expires:

(Seal)



7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this 1 day of November, 2023.

/s/ RODNEY BAKER — RNB

Property Owner (s) (Affiant (s)) — Please print name (s)

2000 N W VESPER — BLUE SPRINGS MO. 64015

Address — City/State/Zip

816 519 9437 — -BAKER08@CMAIL.COM

Phone No. — Fax No. — E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this 1 day of November, 2023 before me personally appeared Rodney Baker, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri the day and year first above written.

/s/ Aliyah Kincade
Notary Public
My Official Term Expires:

(Seal)

ALIYAH KINCADE My Commission Expires 09-18-2026 NOTARY SEAL Jackson County Commission # 14628875 NOTARY PUBLIC - STATE OF MISSOURI

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this _____ day of _____, 20__, before me personally appeared _____, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____ subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me

RECEIVED NOV 03 2023

that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief..

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public
My Official Term Expires:

(Seal)



Report Created: Wed Nov 08 2023 09:31:01 GMT-0600 (Central Standard Time)

Basic Information

Parcel #	35-720-08-14-00-0-00-000
Address:	2600 NW VESPER ST UNINCORPORATED, MO 64015
Lot Size:	29,909 Sq. Ft.
Bldg sq ft:	1,550 Sq. Ft.
#Beds: 3	**#Baths:** 2
Year Built:	1957
Tax Code Area:	44
Land Use Code:	SF RESIDENCE
Exemption:	None

Legal Description:
TRUMAN HEIGHTS; LOT 20 AND E 1/2 OF LOT 21

Property Values

Year:	**2023**	**2022**	**2021**	**2020**
Total Market Value:	$190,000	$132,000	$132,000	$119,503
Total Assessed Value:	$36,100	$25,080	$25,080	$22,705
Total Taxable Value:	$36,100	$25,080	$25,080	$22,706

Primary Owner

BAKER JEAN M
2600 NW VESPER BLUE SPRINGS, MO 64015

PUBLIC NOTICE

ANNEXATION | ANNX-11-23-008951
"Baker Annexation"
Parcel #: 35-720-08-14-00-0-00-000

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Monday, December 18, 2023,** at 6:00 p.m. in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO.

The purpose of this meeting is to hear interested parties and citizens on a request by the property owners, Claudia and Rodney Baker, to annex approximately .69 +/- acres of property located at 2600 NW Vesper Street. The property is currently developed with a single-family home. Interested parties may view the application materials on file by submitting a request via email to ComDevLegal@bluespringsgov.com or calling (816) 228-0207 for more information. The site is legally described as follows:

LOT 20 AND E 1/2 OF LOT 21; TRUMAN HEIGHTS

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, December 2, 2023
E-MAIL TO THE EXAMINER: legals@examiner.net
11/28/2023



The City of Blue Springs Missouri

ANNX-11-23-008951
PARCEL # 35-720-08-14-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 350 feet

Date: 11/8/2023

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
35-720-12-08-00-0-00-000	305 NW 26TH ST	BLUE SPRINGS	MO	64015	BARZEE TRAVIS & MARISA	305 NW 26TH ST BLUE SPRINGS, MO 64015
35-720-12-07-00-0-00-000	301 NW 26TH ST	BLUE SPRINGS	MO	64015	ROSE KARLIE M & CLARK CASEY T	301 NW 26TH ST BLUE SPRINGS, MO 64015
35-720-08-16-00-0-00-000	2604 NW VESPER ST	UNINCORPORATED	MO	64015	WYATT RICHARD & BILLIE	2604 NW VESPER BLUE SPRINGS, MO 64015
35-720-08-61-00-0-00-000	2501 NW LONDON DR	BLUE SPRINGS	MO	64015	JOHNSON JACOB R & SADIE E	2501 NW LONDON DR BLUE SPRINGS, MO 64015
35-720-08-12-00-0-00-000	2502 NW VESPER ST	UNINCORPORATED	MO	64015	VAJDA SHAWNA R | VAJDA S SCOTT	2402 NW VESPER ST BLUE SPRINGS, MO 64015 | 2402 NW VESPER ST BLUE SPRINGS, MO 64015-3248
35-720-08-13-02-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64015	ANDES JAMIE B & CHERYL C	2507 NW VESPER ST BLUE SPRINGS, MO 64015
35-720-03-05-00-0-00-000	2507 NW VESPER ST	UNINCORPORATED	MO	64015	ANDES JAMIE B & CHERYL C	2507 NW VESPER ST BLUE SPRINGS, MO 64015
35-720-03-40-00-0-00-000	304 NW 26TH ST	BLUE SPRINGS	MO	64015	MAJOR ROY M & BARBARA A	304 NW 26TH ST BLUE SPRINGS, MO 64015
35-720-08-14-00-0-00-000	2600 NW VESPER ST	UNINCORPORATED	MO	64015	BAKER JEAN M	2600 NW VESPER BLUE SPRINGS, MO 64015
35-720-08-58-00-0-00-000	2513 NW LONDON DR	BLUE SPRINGS	MO	64015	KIWI HOMES LLC	18921-G E VALLEY VIEW PKWY STE 202 INDEPENDENCE, MO 64055
35-720-08-56-00-0-00-000	2605 NW LONDON DR	BLUE SPRINGS	MO	64015	SHEM ALEC PAUL KIANI | SUDDUTH BRITTANY RENEE	2605 NW LONDON DR BLUE SPRINGS, MO 64015 | 2605 NW LONDON DR BLUE SPRINGS, MO 64015
35-720-08-59-00-0-00-000	2509 NW LONDON DR	BLUE SPRINGS	MO	64015	FISHER GARY LEE & JEAN RANEA	2509 LONDON DR BLUE SPRINGS, MO 64015
35-720-03-04-00-0-00-000	2501 NW VESPER ST	UNINCORPORATED	MO	64015	ANDES JAMIE & CHERYL C	2501 NW VESPERS ST BLUE SPRINGS, MO 64015
35-720-08-15-00-0-00-000	2602 NW VESPER ST	UNINCORPORATED	MO	64015	DIFFEY CLARK & HANNAH	2602 NW VESPER ST BLUE SPRINGS, MO 64015
35-720-08-60-00-0-00-000	2505 NW LONDON DR	BLUE SPRINGS	MO	64015	OTERO SHELLIE	2505 NW LONDON DR BLUE SPRINGS, MO 64015
35-720-03-41-00-0-00-000	300 NW 26TH ST	BLUE SPRINGS	MO	64015	ROGERS CHRISTOPHER L & VICTORIA J	300 NW 26TH ST BLUE SPRINGS, MO 64015
35-720-08-57-00-0-00-000	2601 NW LONDON DR	BLUE SPRINGS	MO	64015	KINNEY RICHARD G	2601 NW LONDON DR BLUE SPRINGS, MO 64015
35-720-08-13-01-0-00-000	2508 NW VESPER ST	UNINCORPORATED	MO	64015	ANDES JAMIE B & CHERYL C	2507 NW VESPER ST BLUE SPRINGS, MO 64015

Blue Springs, Missouri
Community Development

December 1, 2023

Ref: Public Hearing: Annexation | ANNX-11-23-008951
"Baker Annexation"
Parcel # 35-720-08-14-00-0-00-000

Dear Property Owner:

A public hearing will be held by the City Council of the City of Blue Springs on **Monday, December 18, 2023** at 6:00 p.m. in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO to receive comments from interested parties and citizens relative to a request by the property owners, Claudia and Rodney Baker, to annex approximately .69 +/-acres of property located at 2600 NW Vesper Street into the corporate boundary of the City of Blue Springs. The property is currently developed with a single-family home.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question. A general site location map is enclosed for your information. Interested parties may view the application materials on file by submitting a request via e-mail to ComDevLegal@bluespringsgov.com or calling (816) 228-0207 for more information.

Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Dave McCumber
Development Review Manager
Enc.

Introduced by Councilmember _____ BILL NO. 5173
(ANNX-11-23-008951) ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS, MISSOURI AND CLAUDIA AND RODNEY BAKER, OWNERS, OF PROPERTY LOCATED 2600 NW VESPER DRIVE, BLUE SPRINGS, MISSOURI

WHEREAS, the owners in fee simple, Claudia and Rodney Baker, of property located at 2600 NW Vesper Street wishes to annex approximately .69 +/- acres of land into the City limits (ANNX-11-23-008951); and

WHEREAS, the City and the Owner desire to enter into an Annexation Agreement for the property; and

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

Section 1. The City Administrator is authorized to enter into an Annexation Agreement with the fee simple owners of the property described below, which Agreement is attached hereto and incorporated as Exhibit "A".

Legal Description:

LOT 20 AND E ½ OF LOT 21, TRUMAN HEIGHTS

Section 2. City Staff is directed to perform all tasks necessary to implement said Annexation Agreements.

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

Section 4. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor of Blue Springs.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of January, 2024

CITY OF BLUE SPRINGS

ATTEST:

_____
Carson Ross, Mayor

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this 2nd day of Nov., 2023 by and between the City of Blue Springs, Missouri, a constitutional charter city and Municipal Corporation (the "City") and Rodney Baker / Claudia Baker a NA[1] of the State of MO[2] (the "Owner").

WHEREAS, the Owner owns in fee simple approximately 1.66 acres of real property generally located 2600 NW Jester, in unincorporated Jackson County; and

WHEREAS, the Owner has filed a petition for voluntary annexation of said property and

WHEREAS, prior to annexing said property, the City and Owner desire to define the duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provision of city water and/or sewer services to said property is coordinated; and

WHEREAS, said property is currently zoned AG[3] AGRICULTURE[4], by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statutes (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owner desires for the City to extend its water and/or services and corporate boundaries and to annex said property; and

WHEREAS, the City, in the exercise of its police powers, desires to provide for the extension of water and/or sewer services and for the orderly development of said property in accordance with the City's ordinances, policies, practices and procedures if, in its discretion, it annexes said property,

WHEREAS, the City and the Owner acknowledge that City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution; the Blue Springs Charter; and Chapters 70, 91, and 250 of the Revised Statutes of Missouri (2000).

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

---

[1] Type of business organization, or "Individual"

[2] State of organization.

[3] Abbreviation of county zoning district.

[4] Name of county zoning district.

RECEIVED
NOV 03 2023

1. The terms of this Agreement apply to the property legally described in Exhibit A, attached hereto and incorporated herein (the "Property").

2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.

3. The parties agree that that the City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.

4. The parties agree that upon annexation of the Property into the corporate limits of the City, no municipal service for water and/or sewer will be provided to the Property until the Owner has filed, and the City has approved, an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures.

5. The parties agree that the Owner will file an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures, prior to requesting the extension of municipal water and/or sewer services.

6. Any rezoning of property and any provision of city services shall be in accordance with the Blue Springs Code of Ordinances and any other applicable city ordinance requirements.

7. The parties agree that execution of this Agreement does not in any way constitute a waiver of any requirements of applicable City ordinances with which the Owner must comply in the event the City annexes the Property.

8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described in Exhibit A attached hereto and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

9. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve the petition for annexation or to rezone the Property to any particular city zoning classification, nor does it constitute the commitment that any appointed City official will exercise his or her

administrative responsibilities, respecting the petition for annexation or an application for rezoning, in any particular manner, except that these responsibilities will be exercised in accordance with City ordinances, policies and procedures.

10. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property to a residential district for the purposes of development, the "PR-O, Planned Residential Overlay District" regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the PR-O District designation and upon approval by the City Council, in its legislative discretion, of the PR-O District designation.

11. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

RECEIVED
NOV 03 2023

12. Any provision of this Agreement which is not enforceable according to law will be severed here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.

13. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property for the purposes of development, if it is located in the Adams Dairy Parkway comprehensive planning district, the "Adams Dairy Parkway Overlay (ADP-O)" zoning district regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the Adams Dairy Parkway Overlay (ADP-O) District designation and upon approval by the City Council, in its legislative discretion, of the Adams Dairy Parkway Overlay (ADP-O) District designation.

14. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Blue Springs, Missouri.

15 This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the date of execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER/DEVELOPER

RODNEY L BAKER
Printed Name

Aliyah Kincade
ATTEST:

(Seal)

ALIYAH KINCADE
My Commission Expires
09-18-2026
NOTARY SEAL
Jackson
County
Commission # 14628875
NOTARY PUBLIC - STATE OF MISSOURI

CITY OF BLUE SPRINGS

Christine Cates
City Administrator

Erin Ford, City Clerk

APPROVED AS TO FORM

City Attorney

RECEIVED
NOV 03 2023

EXHIBIT A
TO ANNEXATION AGREEMENT

Report Created: Wed Nov 08 2023 09:31:01 GMT-0600 (Central Standard Time)

Basic Information

Parcel #	35-720-08-14-00-0-00-000
Address:	2600 NW VESPER ST UNINCORPORATED, MO 64015
Lot Size:	29,909 Sq. Ft.
Bldg sq ft:	1,550 Sq. Ft.
#Beds: 3	**#Baths:** 2
Year Built:	1957
Tax Code Area:	44
Land Use Code:	SF RESIDENCE
Exemption:	None

Legal Description:
TRUMAN HEIGHTS; LOT 20 AND E 1/2 OF LOT 21

Property Values

Year:	**2023**	**2022**	**2021**	**2020**
Total Market Value:	$190,000	$132,000	$132,000	$119,503
Total Assessed Value:	$36,100	$25,080	$25,080	$22,705
Total Taxable Value:	$36,100	$25,080	$25,080	$22,706

Primary Owner

BAKER JEAN M
2600 NW VESPER BLUE SPRINGS, MO 64015

Introduced by Councilmember Ericson BILL NO. 5169
(ANNX-11-23-008951)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING .69 +/- ACRES OF PROPERTY LOCATED AT 2600 NW VESPER STREET TO THE CITY OF BLUE SPRINGS, MISSOURI (BAKER ANNEXATION)

WHEREAS, pursuant to the Revised Statutes of Missouri and Ordinances of the City of Blue Springs, Missouri, a Voluntary Annexation Petition requesting annexation was filed with the City of Blue Springs by Claudia and Rodney Baker, the owners of all fee interests of record, in the lot of real estate described hereafter; and

WHEREAS, said real estate described herein is adjacent and contiguous to the present corporate limits of the City of Blue Springs, Missouri; and

WHEREAS, on December 18, 2023, a public hearing concerning the matter was held before the City Council of the City of Blue Springs, timely and proper notice of said hearing having been duly published; and

WHEREAS, the City Council of the City of Blue Springs has determined that the general criterion for annexation exists as mentioned in the Revised Statutes of Missouri and finds that said annexation is reasonable and necessary to the proper development of the City and that the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. That, pursuant to Section 71.012, RSMo, the described lot of land of real estate, described below, is hereby annexed into the City of Blue Springs, Missouri, to wit.

LOT 20 AND E ½ OF LOT 21, TRUMAN HEIGHTS

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

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor of Blue Springs.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of January, 2024.

CITY OF BLUE SPRINGS

ATTEST:

_____
Carson Ross, Mayor

_____
Erin Ford, City Clerk

1st Reading: December 18, 2023
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 7, 2023

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

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

ISSUE/REQUEST

Passage of a Bill approving a two-year contract with Johnson County, Missouri for Detention Services.

BACKGROUND/JUSTIFICATION

Staff is recommending the approval of a contract with Johnson County, Missouri for the detention of Municipal Prisoners. The Police Department has used the Johnson County Jail for detention services since late 2012. This two-year contract increases the daily rate per prisoner from $40.00 to $60.00 per day.

The Johnson County Jail is also used by several neighboring agencies and the Blue Springs Police Department is satisfied with the quality of services provided by the Johnson County Jail. The facility is dependable and located within 40 minutes of the Police Department. The Johnson County Jail is one of few in the area that holds municipal prisoners for other agencies, and the only one that provides daily transportation.

FINANCIAL IMPACT

Contractor:	Johnson County Missouri
Amount of Request/ Contract:	$60.00 per day per prisoner
Amount Budgeted:	$180,000
Budget Year:	FY 2023-24
Funding Source/Account #:	100-20030-520182
Account Balance:	$180,000 Date: 11/13/2023

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
January 3, 2024	December 31, 2025
Years and Months Contract in effect	**Number of times renewable**
Two years	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Contract attached as Exhibit A
2.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***Sarah E. Carnes***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5174

ORDINANCE NO. ____

AN ORDINANCE APPROVING A TWO-YEAR CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND JOHNSON COUNTY MISSOURI FOR DETENTION SERVICES

WHEREAS; the Police Department has recognized the need to hold municipal prisoners in a secure environment; and

WHEREAS; the Police Department has used the Johnson County Jail for detention services since late 2012 and is satisfied with the quality of services provided by the Johnson County Jail; and

WHEREAS, Johnson County, Missouri has provided a new agreement that increases the daily amount charged per prisoner for detention services; and

WHEREAS, the new agreement has been approved by both parties.

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

Section 1. The City Administrator is hereby authorized to enter into a contract between the City of Blue Springs and Johnson County, Missouri for detention services. A copy of the Contract is attached hereto as Exhibit "A" and is incorporated herein.

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

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

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, 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 2nd day of January, 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Rev. 2/14/2023

Johnson City Sheriff's Office



Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes

AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between the City of Blue Springs, Missouri (hereinafter called "City") and the County of Johnson (hereinafter called "Contractor").

WHEREAS, City requires services for the housing of City inmates and detainees ("prisoners or inmates") on a short and long-term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the City and the Contractor agree as follows:

SECTION 1. Scope of Agreement.

(a) Contractor agrees to furnish secure facilities and personnel twenty-four (24) hours a day, seven (7) days a week for confinement of both male and female City inmates and detainees being held who are pretrial or serving City time as imposed by a municipal court judge.

(b) Contractor agrees to provide the following consistent with the current American Correctional Association standards: correctional officers, administrative and support service staff, housing, food and facilities for the City's inmate and detainees, including, but not limited to providing a bed, tables, chairs, clothing, food, and other related facilities.

(c) Contractor shall at all times treat and care for all City inmates and detainees and City arrestees and detainees placed with the Contractor in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with applicable industry

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standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the City of Blue Springs, Missouri, State of Missouri or the United States of America.

(d) Contractor shall ensure that persons confined in the Facility have adequate clothing, food, and bedding. Deprivation of adequate clothing, food, or bedding shall not be used as a disciplinary action against any confined person.

Section 2. The-Facilities. The Detention Facility ("Facility" or "Facilities") is located at 278 S.W. 871 Road, Centerview, MO 64019. All Facilities shall meet the following requirements:

(a) Facility must be secured for the prevention of escape and confinement of prisoners at all times.

(b) The Facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).

(c) The Facility shall meet the requirements of the ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City.

Section 3. Operation of Facilities. All Facilities must be operated in accordance with the following requirements:

(a) **Federal, State and ACA Standards.** All Contractor's operations shall comply with all Federal, State, and Local laws, and ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City. Policies, where required, shall be

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available for review by the City.

i. Contractor shall specifically comply with Section 221.050, RSMo which provides, "Persons confined in jails shall be separated and confined according to sex. Persons confined under civil process or for civil causes shall be kept separate from criminals. Nothing in this section shall be construed to prohibit the housing of persons on probation or parole with offenders or persons being held on criminal charges."

(b) **Contractor's Employees.** Contractor shall conduct background checks of all employees. Contractor shall not allow employees with prior felony convictions to have direct contact with or supervision of City prisoners.

(c) **Programs.** Programs, activities and services shall be provided equally to male and female prisoners.

(d) **Isolation Units.** The City agrees it will contact Contractor in advance if City is sending a prisoner who will require segregation or isolation to determine if space is available for that prisoner.

(e) **Transportation.**

(1) **In General.** City shall be responsible for transporting prisoners from the City to the detention facility and other destinations (court, medical, and dental treatment), as required.

(2) **Optional Transportation Service.**

a. **Basic Service.** In Contractor's sole discretion, Contractor may elect to offer transportation services during the term of the

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Contract.

1. The cost associated with the transporting of prisoners will be a cost of twenty dollars **($20.00)** per round trip, however, when multiple prisoners from the City are transported, only one charge will be assessed for that trip. If the City has more prisoners to be transported than the capacity of the transport vehicle, and a second transport is needed, then a second transport fee of twenty dollars **($20.00)** will be assessed for that trip.

2. The Contractor may charge the City a total of twenty dollars **($20.00)** per round trip from the Contractor's facility to pick up or to deliver the prisoner back to the City 's Facility or their respective Courts. The twenty-dollar ($20.00) fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle. If an additional vehicle is required, then an additional transport fee will be assessed.

b. **Additional Pickups.** If the Contractor offers transportation services during the term of the Contract, the Contractor and City will agree to times and schedule. If additional pickup and deliveries are requested by the City, it is understood the twenty-dollar **($20.00)** round trip charge will apply.

c. **Cancellation.** If the Contractor provides optional transportation services, the Contractor may cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make the delivery or pickup dangerous to the public, prisoner, or

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the Contractor's employee.

d. **Documentation.** Documentation associated with the pickup and delivery of the City prisoners MUST be received by the Contractor by the time designated by the Contractor which will be set by agreement between the Parties.

e. **Male and Female Passengers.** When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video.

f. **Minimum Equipment.**

1. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone).

2. The transport vehicles must be equipped with working heat and air conditioning in the prisoner compartment.

Section 5. Prisoner Health Care.

(a) **In general.** All prisoners shall be provided onsite health care professional care and prescriptions for non- emergency health care needs at no cost to City and all City prisoners shall receive the same onsite health care professional care and prescriptions for non- emergency health care and prescriptions as prisoners from Johnson City, Missouri.

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(b) **Emergencies.** Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. Emergency treatment may be authorized by the Contractor; however, the City may not accept responsibility for the associated cost. If City does not accept responsibility for the associated cost of the prisoner's emergency treatment, Contractor may return prisoner to City immediately so that City will house the prisoner.

(c) **Hospital Admission**. If a prisoner is admitted into a medical facility or transported to another medical facility, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. If elected, the City shall respond to the medical facility within two (2) hours and take custody of the prisoner. If the City designates not to respond, the cost associated to the City is thirty dollars **($30.00)** per employee, per hour, as the Contractor remains with the prisoner.

(d) **Prisoner Solely Responsible for Medical Costs.** Prisoners are personally responsible for any routine medicine, medical or dental expenses, in accordance with the revised Statues of the State of Missouri, (221.120 RSMO).

(e) **Medications.** Contractor shall provide routine medications to Prisoners at no cost to the City in accordance with Contractor's policies for prisoners from Johnson City, Missouri. Contractor does not purchase more than seven (7) days medication at a time.

(f) **Refusal of Certain Prisoners.** The City agrees Contractor shall have the right to refuse to accept a Prisoner based upon current medical conditions including but not limited to: high risk or late term pregnancy, cancer,

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influenza, tuberculosis, any highly contagious or infectious disease and any medical condition which requires hospitalization or 24- hour around the clock medical care.

Section 6. Release of Prisoners.

(a) **In General.** All prisoners are to be released through the City and no City prisoner shall be released in Centerview. When a prisoner has reached the day prior to his/her scheduled release date or earlier if ordered by the City, City will transport him/her to the City 's designated Place in Blue Springs, Missouri. Prisoners who have had their fine or bond posted will also be transported back to the City 's designated Place for release by the City.

(b) **Prisoner's Release Date and Jake's Law.** Whenever a Prisoner has reached his or her release date, the Prisoner will, without exception be returned to the City's designated Place. City is responsible for the transportation of the Prisoner. This procedure will be followed regardless of any warrant that is outstanding from another agency. The Prisoner will be taken back to the City 's designated Place and will be released to the City. City is responsible for compliance with Jake's Law. It is the City 's responsibility to contact the Agency which has the outstanding warrant for the subject.

Section 7. Reports. Contractor shall provide the following reports, in writing:

(a) **Incidents.** Any Incidents involving any City prisoner, whether as victim or suspect, Contractor shall immediately report the incident to the City. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal

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property, escape, or attempted escape or conduct that result in loss of prisoner privileges.

(b) Housing and Medical Reports. A detailed report for housing, medical services, dental and medicine will be submitted to the City or their designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.

Section 8. Visits.

(a) City reserves the right to make unscheduled visits at the Contractor's Facility and full access will be required at that time or the Agreement may be canceled.

(b) Contractor shall allow City inmates to have visitation from outside persons in accordance with Contractor's visitation policies and through the methodologies used by Contractor for visitation for Johnson City, Missouri inmates.

SECTION 9. Compensation.

(a) **Minimum Number of Beds.** Contractor provides no guarantee to the City the availability of a certain number of beds per day in Contractor's Facility. City shall pay the Contractor sixty dollars **($60.00)** per bed per day.

(b) **Additional Beds.** If City needs additional beds for prisoners, Contractor shall provide City additional beds if Contractor has additional beds. The decision of whether there are additional available beds shall be made by the Contractor's Jail Administrator. City shall pay Contractor an additional

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sixty dollars **($60.00)** per day per bed. If Contractor needs the additional bed back from the City, the City must return the additional bed(s) within one day except on holidays and the weekends.

(c) **Additional Services.** The fee of sixty dollars ($60.00) only pertains to the housing of the prisoners and does not include the Contractor's optional transportation fees associated with the transporting of the prisoners to the required locations such as to and from the City designated Place, Contractor's facility, and Court or any other additional services agreed upon by the City and Contractor.

(d) **Return of Prisoners.** The Contractor may refuse to house, or order the return a housed inmate back to the City's designated Place due to safety or medical issues which require additional services that the Contractor cannot provide. City shall be responsible for the transport of the inmate back to the City's designated Place.

(e) **Payment.** Contractor shall submit a monthly invoice to the City for services provided in the previous month. City shall pay the Contractor within 30 days of receipt of the actual invoice.

SECTION 10. Modification of the Contract.

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order or contract amendment.

SECTION 11. Indemnification.

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(a) Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Section.

(b) The Contractor agrees to indemnify and hold harmless the City and the Blue Springs Police Department, their agents, officials, and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

(c) Contractor shall indemnify City and Blue Springs Police Department against legal liability for damages arising out of claims by Contractor's employees.

(d) Contractor shall have no obligation to defend, indemnify, or hold harmless the City or Blue Springs Police Department or any City or Blue Springs Police Department officials or employees for any claim arising out of a negligent act or intentional misconduct on the part of a City or Blue Springs Police Department official or employee.

SECTION 12. Insurance.

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

A. Workers' Compensation Insurance in accordance with statutory

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requirements and Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

B. Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

C. General Liability, Insurance, with bodily injury limits of $1,000,000 for each occurrence and $2,000,000 aggregate, and with property damage limits of $1,000,000 for each occurrence and $1,000,000 aggregate.

D. Automobile Liability Insurance, with bodily injury limits of $1,000,000 for each person and $1,000,000 for each accident, and with property damage limits of $1,000,000 for each accident.

Contractor shall furnish City and Blue Springs Police Department certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the City and Blue Springs Police Department. All subcontractors shall be required to include City and Blue Springs Police Department and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify City and Blue Springs Police Department and Contractor to the same extent.

SECTION 13. Termination.

(a) **Termination for Convenience.** City may terminate or suspend performance of this Agreement at City 's convenience upon sixty (60) days' written notice to Contractor. If termination or suspension is for the City 's convenience, City shall pay Contractor for all the services performed until the date of the termination by City. Upon restart, and equitable adjustment shall be made to Contractor's compensation.

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(b) **Termination for Cause.** This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

(c) **Termination for Lack of Funding.** In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.

(d) **Force Majeure Termination.** If, as a result of any natural disaster, windstorm, earthquake, fire, flood, act of terrorism or war, or Act of God, Contractor is unable to perform this Agreement, the Agreement shall immediately terminate.

SECTION 14. Waiver

A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 15. 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 void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken

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provision with a valid 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 void should a provision which is of the essence of this Agreement be determined.

SECTION 16. Binding Agreement.

City and Contractor each bind itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 17. Assignment.

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 18. Third Party Beneficiary.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Blue Springs Police Department, and Contractor.

SECTION 19. Independent Contractor.

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments

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of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

SECTION 20. Right to Audit.

The Parties shall maintain all records in accordance with all State of Missouri Records Retention Requirements. Contractor agrees that Blue Springs Police Department and the City, or their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 21. Term of Contract.

(a) **Initial Term.** This agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for a successive one (1) year period unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the end of the current term.

SECTION 22. Discrimination.

During the performance of this contract/agreement or purchase order, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin.

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Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. However, this provision shall not be construed to require Contractor act in any way beyond what is required by federal law of the laws of the State of Missouri and no cause of action is created by this provision for any individual not a signatory to this Agreement.

The Contractor will comply with all solicitations of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract/agreement or purchase order with any of the said rules, regulations, or orders, this contract/agreement or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted contract/agreement in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

SECTION 23. Governing Law.

This Agreement shall be governed by the laws of the state ofMissouri.

SECTION 24. Notice

Any communication required by this Agreement shall be made in writing to the

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address specified below:

CONTRACTOR:

Sheriff Scott Munsterman
Johnson City Sheriff's Office 278
SW 871 RD
Centerview, MO 64019

CITY OF BLUE SPRINGS:

City of Blue Springs
1100 SW Smith Street
Blue Springs, MO 64015

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

SECTION 25. Additional Projects

City and Contractor each reserve the right to, from time to time; enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 26. Disputes

This Agreement represents the entire agreement between City and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded. Any dispute resolving

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any provision of this Agreement shall be resolved by binding Arbitration if the Parties cannot reach an agreement after escalating the dispute through their chain of command. The arbitrator shall be a retired Circuit or Associate Circuit Judge. of the State of Missouri, to be agreed upon by the parties. If the parties are unable to agree upon a retired judge to serve as an arbitrator, each party shall select an arbitrator. The arbitrators so selected shall then meet and select a third arbitrator who shall hear and decide the matter.

SECTION 27. Survival of Certain Sections

The following Sections shall survive the expiration or termination of this Agreement for any reason: (3, 9, 11, 14, 15, 17, 19, 20, 26 and 27).

SECTION 28. Employee Eligibility Verification.

Contractor shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services 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). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

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SECTION 29. City 's Financial Obligation.

City shall order all services to be provided by Contractor under this Agreement by means of a Purchase Order issued by the City 's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Agreement until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City. Each Purchase Order that City issues to Contractor incorporates this Contract by reference even if the Purchase Order does not incorporate this Contract by reference.

SECTION. 30. Meetings.

(a) **Kickoff Meeting:** In order to have a smooth transition for Contractor providing services, the City and Contractor shall have a kickoff meeting in person at a time agreed by the Parties that includes the personnel from the City and Contractor who will be implementing and performing the services in the Contract for the City and the Contractor. The meeting shall be at the Facility.

(b) **Meetings 1st 90 Days of the Contract.** The City and Contractor shall meet bi-weekly during the first ninety days of the Contract. The meetings will be at the Facility unless the Parties agree to a teleconference meeting.

(c) **Regular Meetings.** After the first ninety days of the Contract, City and Contractor shall meet regularly to communicate on operations and any issues.

SECTION 31. Reports.

Contractor shall provide City regular reports in such time intervals and on such

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items as the Parties agree.

SECTION 32. Misuse of Prison Labor.

Contractor shall not misuse prison labor. Contractor shall comply with City ordinance, Section 44-1O entitled "Misuse of Prison Labor" which provides as follows:

> **Prohibited.** Except where permitted in subsection {b} of this section, it shall be unlawful for the City, City, or any department, officer or employee of the City, or City, to engage or permit to be engaged any prisoner, in the custody and care of a correctional facility, in competition with free labor, or to contract the services of a City prisoner in any labor which otherwise would be performed by paid laborers. This prohibition shall not include services provided by an inmate as a trustee at the Facility or for the Facility.
>
> **Exceptions.** This section shall not be construed as prohibiting the employment of City prisoners after conviction in any work to be performed strictly for the use and benefit of the City or other governmental entities or agencies, or as a part of any established community service work program, or for work performed for any charitable organization, agency or other non-for-profit corporation.

IN WITNESS WHEREOF, City of Blue Springs and Contractor, by and through their authorized officers, have made and executed this Agreement.

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Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes

CITY OF BLUE SPRINGS	COUNTY OF JOHNSON
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Sarah E Carnes
City Attorney
By scarnes on Nov 13, 2023

Johnson City Sheriff's Office, 278 SW 871 Road, Centerview, MO 64019
Phone: (660) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 26, 2023

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

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

ISSUE/REQUEST

Passage of a Bill approving a Memorandum of Understanding between the City of Blue Springs and City of Lake Lotawana for the provision of police services and maintenance at and around the intersection of Colbern Road and 7 Highway.

BACKGROUND/JUSTIFICATION

Pursuant to Resolution No. 38-2022, the City of Blue Springs entered into a settlement agreement and release with the City of Lake Lotawana which requires the cities to come to an agreement on providing police services and maintenance at and around the intersection of Colbern Road and 7 Highway.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 1, 2023	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 Memorandum of Understanding attached as Exhibit A

REVIEWED BY

Requesting Director: ***Christine Cates***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5175

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLUE SPRINGS AND CITY OF LAKE LOTAWANA FOR THE PROVISION OF POLICE SERVICES AND MAINTENANCE AT AND AROUND THE INTERSECTION OF COLBERN ROAD AND MISSOURI 7 HIGHWAY

WHEREAS, pursuant to Resolution No. 38-2022, the City of Blue Springs entered into a settlement agreement and release with the City of Lake Lotawana which requires the cities to come to an agreement on the providing of police services at the intersection of Colbern Road and Missouri Highway 7; and

WHEREAS, the Chief of Police for the City of Blue Springs and Chief of Police for the City of Lake Lotawana have discussed the provision of such services and it has been memorialized in the attached document; and

WHEREAS, the City desires to adopt the attached Memorandum of Understanding.

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

Section 1. The Mayor of the City of Blue Springs, Missouri is hereby authorized and directed to sign the Memorandum of Understanding with the City of Lake Lotawana, a copy which is attached hereto at Exhibit A and incorporated herein.

Section 2. The City is further authorized to take all actions required in said Memorandum of Understanding.

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 and City Attorney, 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 2nd day of January 2024.

CITY OF BLUE SPRINGS

ATTEST:

_____
Carson Ross, Mayor

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLUE SPRINGS, MISSOURI AND THE CITY OF LAKE LOTAWANA, MISSOURI FOR THE PROVISION OF POLICE SERVICES AND MAINTENANCE AT THE INTERSECTION OF COLBERN ROAD AND 7 HIGHWAY

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2024, by and between the City of Lake Lotawana, Missouri, a municipal corporation, hereinafter referred to as the "Lake Lotawana," and the City of Blue Springs, Missouri, a municipal corporation, hereinafter referred to as the "Blue Springs", and collectively the "parties".

WHEREAS, Lake Lotawana and Blue Springs desire to enter into memorandum of understanding to delineate a border for the provision of police services at the intersection of Colbern Road and 7 Highway, hereinafter referred to as "the intersection."

WHEREAS, the parties hereto have determined that such memorandums of understanding are authorized and provided for under the authority of RSMo § 70.815, as amended; and

WHEREAS, the parties have the ability and desire to provide police services at the intersection; and

WHEREAS, the Lake Lotawana Board of Aldermen did authorize its Mayor to execute this Memorandum of Understanding through the passage of Ordinance No. _____, by official vote of said body on the _____ day of _____, 2024; and

WHEREAS, the Blue Springs City Council did authorize its Mayor to execute this Memorandum of Understanding through the passage of Ordinance No. _____, by official vote of said body on the _____ day of _____, 2024.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. Police Protection. Blue Springs, through its Police Department, agrees to provide police services on 7 Highway ending south of the Colbern Road intersection at the southern stop line, on Colbern Road west of 7 Highway ending at city limits of Blue Springs, and Colbern Road east of 7 Highway ending at city limits of Blue Springs.

Lake Lotawana, through its Police Department, agrees to provide police services on 7 Highway south of city limits of Blue Springs; and provide police services on Colbern Road east of city limits of Blue Springs.

The police service boundaries are shown on the color-coded map, attached hereto and incorporated herein as Exhibit A. (Except for those roads belonging to Jackson County or Lee's Summit, Missouri which shall continue to be provided police services by their respective law enforcement entities.)

2. Scope of Police Services. Except as otherwise hereinafter specifically set forth, the parties agree to provide law enforcement services on 24 hours a day,7 days a week, 365 days a year basis, necessary to efficiently maintain public safety within the area delineated in paragraph 1 and in Exhibit A, or as permitted by law due to required follow-up or investigation. Such services shall encompass duties and functions of the type being within the jurisdiction of and customarily rendered by their Police Departments under the statutes of this State and the ordinances of the parties. Under the terms of this Memorandum of Understanding, the parties shall provide the services of police officers, detectives, animal control officers, and other personnel as required to provide efficient and effective law enforcement services.

3. Maintenance. The maintenance of Colbern Road as described in Exhibit A will be as follows:
    a. Snow Removal: Pursuant to the Road Maintenance and Snow Removal Agreement dated April 16, 2006, and amended by letter dated January 9, 2007, Jackson County is responsible for maintenance and snow removal.
    b. Overlay and Road Maintenance Improvements: Blue Springs will provide overlay improvements for Colbern Road in the boundaries as set forth in Exhibit A.
    c. Speed Limit Signage: Blue Springs will provide speed limit signage for Colbern Road in the boundaries as set forth in Exhibit A.
    d. Medians: Lake Lotawana will provide mowing and weeding of the medians around the intersection of Colbern Road and 7 Highway.

4. Community Event Planning. The parties shall provide the other with sufficient advance notice of community events that may result in attendance by a large number of people at the intersection, that may result in the blocking of roadways or in significant vehicular traffic, or that may result in increased levels of law enforcement services to appropriately police the event. Upon receiving such notice, the parties shall confer to determine what law enforcement services may

be required for an event and shall provide the agreed upon law enforcement services for an event.

5. Termination. This Memorandum of Understanding shall be effective beginning on execution date below, and shall be in effect perpetually unless terminated by the mutual agreement of the parties. Notice of intent to terminate shall be given to the other party in writing.

6. Notice. For the purpose of any notice in writing required herein, any such notice to Blue Springs shall be addressed to:

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

City of Lake Lotawana
Attention: City Administrator
100 Lake Lotawana Boulevard
Lake Lotawana, MO 64086

7. Amendment. This Memorandum of Understanding may be amended in writing by mutual agreement of the parties by reference to this original document, and any amendments by paragraph or in total.

8. Severability. It is the intent of the parties hereto in the preparation and execution of this Memorandum of Understanding to avoid a conflict with the applicable laws of the State of Missouri and if any provision herein is found to be in conflict with any state law or is deemed or held to be unconstitutional, invalid or unenforceable, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Memorandum of Understanding shall be valid as though such conflicting, unconstitutional, invalid or unenforceable provisions were not contained herein.

IN WITNESS WHEREOF, the parties hereto cause this Memorandum of Understanding to be executed on this _____ day of _____, 2024.

CITY OF LAKE LOTAWANA, MO

_____
Tracy Rasmussen, Mayor

ATTEST:

_____
_____, City Clerk

CITY OF BLUE SPRINGS, MO

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A
Boundaries for the Provision of Police Services



City of Blue Springs Police Districts – blue
City of Lake Lotawana Police Districts - pink