CITY COUNCIL MEETING
February 5, 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 January 16, 2024 City Council Meeting and Minutes of the January 29, 2024 City Council Work Session
   b. Resolution 08-2024 approving Disposition of Records
   c. Resolution 09-2024 approving purchase from Schulte Supply, Inc. for Water Meters
   d. Resolution 10-2024 approving a purchase for four patrol vehicles
   e. Resolution 11-2024 approving a five-year engagement letter with Baker Tilly Municipal Advisors, LLC for municipal advisor services

4. Public Hearing – Hoot Owl Meadows Rezoning and General Development Plan (RZ-10-23-8939 and GDP-10-23-8940) **Continued from December 18, 2023 and January 16, 2024 and to be continued to March 4, 2024 City Council meeting**

5. Public Hearing – Lucky Time Dog Car Wash Rezoning and Planned Development Concept Plan (RZ-12-23-8974 & PDC-12-23-8975) **To be continued to the February 21, 2024 City Council meeting**

6. Public Hearing - Tax Increment Financing and Economic Development Incentive Update

7. Introduction and readings of Bill No. 5178 amending Section 340.190 of the Code of Ordinances regarding careless driving

8. Introduction and readings of Bill No. 5179 approving a contract for use of the Blue Spring Police Department Detention Facility with Buckner

9. Introduction and readings of Bill No. 5180 approving a contract for use of the Blue Spring Police Department Detention Facility with Grain Valley

10. Introduction and readings of Bill No. 5181 approving a contract for use of the Blue Spring Police Department Detention Facility with Greenwood

11 Introduction and readings of Bill No. 5182 approving a contract for use of the Blue Spring Police Department Detention Facility with Lake Lotawana

12. Introduction and readings of Bill No. 5183 approving a contract for use of the Blue Spring Police Department Detention Facility with Lake Tapawingo

13. Introduction and readings of Bill No. 5184 approving a contract for use of the Blue Spring Police Department Detention Facility with Lone Jack

14. Introduction and readings of Bill No. 5185 approving a contract for use of the Blue Spring Police Department Detention Facility with Oak Grove

15. Visitors

16. Mayoral Announcements
Thoughts to Ponder

17. **Executive Session** - Discussion relating to Real Estate, Personnel and Contract Negotiations pursuant to Section 610.021 (2, 3 and 12)

Miscellaneous Items

Parks Commission Meeting – Monday, February 6, 6:00 PM
Planning Commission Meeting – Monday, February 12, 6:30 PM
Public Arts Commission Meeting – Wednesday, February 14, 3:30 PM
City Council Meeting – Wednesday, February 21, 6:00 PM
Planning Commission Meeting – Monday, February 26, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, February 27, 6:00 PM
City Council Meeting – Monday, March 4, 6:00 PM

Information Only – Recently added reports on file in the City Clerk's Office:

Adams Dairy Landing CID – FY 2022-23 Annual Report
Downtown Blue Springs CID – FY 2022-23 Annual Report
Fall Creek CID – FY 2022-23 Annual Report
North Blue Springs CID – FY 2022-23 Annual Report
Oaks at Woods Chapel CID – FY 2022-23 Annual Report
Sunset Plaza CID – FY 2022-23 Annual Report
White Oak CID – FY 2022-23 Annual Report

This Agenda was posted at City Hall and on the City's website on Wednesday, January 31, 2024.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: January 31, 2024

SUBJECT: Agenda Explanations

Item 3b – Disposition of Records
Adopt a Resolution to approve the disposition of Information Technology Department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3c - Water Meter Purchase
Adopt a Resolution approving a purchase in the amount of $216,956.60 from Schulte Supply, Inc. for Water Meters. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3d – Patrol Vehicle Purchase
Adopt a Resolution approving a purchase in the amount of $ 215,636.00 from Molle Chevrolet Inc. for four Chevrolet Tahoe patrol vehicles. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 3e – Baker Tilly Engagement Letter for Municipal Advisor Services
Adopt a Resolution approving a five-year engagement letter with Baker Tilly Municipal Advisors, LLC for municipal advisor services as needed in an amount not to exceed $50,000 annually. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 4 - Hoot Owl Meadows Rezoning and General Development Plan
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 March 4, 2024 City Council meeting. The public hearing was continued from the December 18, 2023, and January 16, 2024 City Council meetings without testimony. A motion to continue is in order.

Item 5 – Lucky Time Dog Car Wash
The applicant and property owner, Dale Walkup, is requesting the public hearing for consideration to rezone property from "GB" (General Business) to "PD – Commercial" (Planned Development – Commercial) and request approval of a Planned Development (PD) Concept Plan for the property

located at 1800 SW Leonard Street (RZ-12-23-8974 & PDC-12-23-8975) be continued to the February 21, 2024 City Council meeting. A motion to continue is in order.

Item 6 – Tax Increment Financing and Economic Updates

Pursuant to Missouri Statutes, a public hearing will be held wherein City Administrator Christine Cates will provide the Tax Increment Financing (TIF) and Economic Development Incentive update. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 7 – Code Amendment - Careless Driving

Passage of a Bill amending Section 340.190 of the Code of Ordinances for the City of Blue Springs regarding the definition of the offense of careless driving. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

8-14 – Detention Services

Passage of seven Bills approving contracts for use of the Blue Spring Police Department Detention Facility with the following cities: Buckner, Grain Valley, Greenwood, Lake Lotawana, Lake Tapawingo, Lone Jack, and Oak Grove. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
JANUARY 16, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, January 16, 2024, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor 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, Interim City Attorney John Mullane, and City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Ross called the meeting to order at 6:02 p.m. and led in the pledge of allegiance. The City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

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

- **Minutes of the January 2, 2024** City Council Meeting and **January 8, 2024** City Council and Blue Springs School District School Board
- **Resolution 07-2024** approving Amendment No. 1 to Contract No. 2023-088 with Affinis Corp. to include the design and addition of alternative plans for a roundabout at the intersection of Wyatt Road and Adams Dairy Parkway. The original Contract was approved by Resolution No. 29-2023 on May 15, 2023 for professional engineering and land surveying services for the Wyatt Road Reconstruction Project (CIP ST-18)

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

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

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 and General Development Plan be continued to the February 5, 2024, City Council meeting (RZ-10-23-8939 and GDP-10-23-8940). The public hearing was previously continued from the December 18, 2023 City Council meeting without testimony. Councilmember Culpepper moved to continue the public hearing on January 16, 2024 to the February 5, 2024 Council meeting. Motion seconded by Councilmember Lievsay and carried unanimously.

DRAFT

PUBLIC HEARING – REDWOOD LIVING REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN (RZ-10-23-8944 & PDC-10-23-8946)

Mayor Ross advised the Council that the Applicant, Richard Batt with Redwood Living, on behalf of the property owner, First Baptist Church of Blue Springs is requesting the public hearing for consideration to rezone the property from Agriculture and Moderate Density Multi-Family District to Planned Development – Residential and request approval of a Planned Development Concept Plan for the development of 104 apartment units on 18.78 +/- acres generally located approximately 990 feet west of SW 7 Highway and north of the future Major Road extension be continued from the January 16, 2024 Council Meeting to the February 21, 2024 City Council meeting (RZ-10-23-8944 & PDC-10-23-8946). Councilmember Ericson moved to continue the public hearing on January 16, 2024 to the February 21, 2024 Council meeting. Motion seconded by Councilmember Lievsay and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5176 - AMENDMENT TO THE FINAL PLAT FOR EAGLES CREEK OF BLUE SPRINGS 1ST PLAT, LOTS 1-33 (PF-10-23-8920)

Councilmember Culpepper introduced Bill No. 5176 approving an Amendment to the Final Plat for Eagles Creek of Blue Springs 1st Plat, Lots 1-33 (PF-10-23-8920), generally located South of SW Moreland School Road and West of SE Adams Dairy Parkway. The original Final Plat was approved by Ordinance Number 5284 on December 4, 2023. This Amendment will consist of lot corrections, corrected lot dimensions, and the removal of Tract B. City Clerk Erin Ford made the first reading of Bill No. 5176 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5176 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5176

Ms. Ford made the second reading of Bill No. 5176 by title. Councilmember Edmondson moved to adopt Bill No. 5176 upon its second reading and give it **ORDINANCE NO. 5297,** 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
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Mayor Ross – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5177 – CALL FOR ELECTION – BACKYARD HENS

Councilmember Culpepper introduced Bill No. 5177 calling an election to be held on April 2, 2024 to amend Section 215.125: Livestock and Farm Animals and Add Section 215.140 Backyard Hens to the Blue Springs Code of Ordinances. This Bill is at the request of Councilmembers Lievsay and Edmondson. City Clerk Erin Ford made the first reading of Bill No. 5177 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5177 upon its first reading and proceed with the second reading. Motion seconded by

Councilmember Lievsay and after Council discussion, **failed** with the following vote:

Fowler – No
Ericson – No
Edmondson – Aye
Culpepper – No
Kaylor – No
Lievsay – Aye
Mayor Ross – No

MOTION TO DIRECT CITY ADMINISTRATOR REGARDING BACKYARD HENS

Councilmember Culpepper moved to direct the City Administrator to resume research and drafting of a Bill for Council consideration amending the Code relating to backyard hens by the first Council meeting in March. Motion seconded by Councilmember Ericson and carried unanimously.

VISITORS

Jennifer Plumberg spoke on behalf of the Citizens for Backyard Hens Initiative Petition Committee.

MAYORAL ANNOUNCEMENTS

Mayor Ross selected a quote in honor of Martin Luther King Jr. Day on January 15, 2024.

Thoughts to Ponder:

"I have decided to stick with love. Hate is too great a burden to bear."

(Martin Luther King, Jr.)

"Most of us hide behind egocentric biases that generate the illusion that we are special. These self-serving protective shields allow us to believe that each of us is above average on any test of self-integrity. Too often we look to the stars through the thick lens of personal invulnerability when we should also look down to the slippery slope beneath our feet."

(Philip Zimbardo)

CLOSED SESSION

At 6:40 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(21) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Network Security and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Lievsay and carried with the following votes:

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

CITY OF BLUE SPRINGS

ATTEST

Carson Ross, Mayor

Erin Ford, City Clerk

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL WORK SESSION
JANUARY 29, 2024

A Work Session of the City Council of the City of Blue Springs, Missouri, was held on Monday, January 29, 2024, 6:00 p.m. in the Administrative Training Room of the Blue Springs City Hall, 903 W. Main Street 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, Assistant to the City Administrator Sheryl Morgan, and City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Ross called the meeting to order at 6:02 p.m. The City Clerk confirmed a quorum of the Council was present.

2024 STREET MAINTENANCE PROGRAM

Public Works Director Tom Degenhardt and Assistant Director of Public Works Adam Hilgedick presented the 2024 Street Maintenance Program and addressed questions from Council. A copy of a presentation with staff's recommendation is attached to these Minutes and incorporated herein.

2024 INFILL SIDEWALK PROGRAM

Public Works Director Tom Degenhardt and Assistant Director of Public Works Adam Hilgedick presented the 2024 Infill Sidewalk Program and addressed questions from Council. A copy of a presentation with staff's recommendation is attached to these Minutes and incorporated herein.

ADJOURN

At 6:42 p.m., there was no further business to come before the Council, Mayor Ross declared the meeting adjourned.

CITY OF BLUE SPRINGS

ATTEST:

_____
Carson Ross, Mayor

_____
Erin Ford, City Clerk

DRAFT

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 12, 2024

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 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 Department 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: ***John Mullane***	City Administrator: ***Christine Cates***

Resolution No. 08-2024

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 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 5th day of February 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.	

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 15, 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 $216,956.60 from Schulte Supply, Inc. for Water Meters.

BACKGROUND/JUSTIFICATION

The Public Works Department is responsible for providing and maintaining utility meters for all customers of the City's water and sewer districts. These meters are used to account for and report water consumption and/or sewer outputs from each customer, which is then reported to the billing department.

These devices should be replaced for reasons such as, but not limited to, end of life, mechanical malfunctioning, or due to damages. The Department purchases roughly 65 meters a month at the current price of $269.95 per meter. Schulte Supply, Inc. is a sole source provider of these meters. The Department is in the process of an administrative contract with Schulte Supply, Inc. for a software upgrade to the Neptune 360, cloud-based software. The current software will no longer be supported as of January 1, 2024, and is needed to transfer the meter readings for our current meters into the billing software. This Resolution will allow for the Public Works Department to purchase compatible replacement meters in a timely and efficient manner, in order to reduce down time for meters that are malfunctioning or needing replaced due to age or damage.

FINANCIAL IMPACT

Contractor:	Schulte Supply, Inc.
Amount of Request/ Contract:	$216,956.60
Amount Budgeted:	430-33010-540470 - $150,000 460-36010-540470 - $150,000
Budget Year:	FY 2023-24
Funding Source/Account #:	430-33010-540470 - $108,478.30 460-36010-540470 - $108,478.30
Account Balance:	430-33010-540470 - $118,102.92 460-36010-540470 - $118,102.92 Date: 12/29/2023

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Upon Execution of Resolution	September 30, 2024

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:	☐	
E-Verify Affidavits:	☐	
E-Verify proof of enrollment:	☐	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	
Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	5998 Redbud Lane PO Box 388 Edwardsville, IL 62025 chrisheitzman@schultesupply.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 09-2024

A RESOLUTION APPROVING THE ANNUAL METER PURCHASES FROM SCHULTE SUPPLY, INC.

WHEREAS, the City of Blue Springs is responsible for providing and maintaining utility meters for all customers of the City's water and sewer districts; and

WHEREAS, Schulte Supply, Inc. is a sole source provider, the Department now recommends that the City make an annual meter purchase from Schulte Supply, Inc. in the amount of $216,956.60.

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 Schulte Supply, Inc., 5998 Redbud Lane, PO Box 388, Edwardsville, IL 62025, annual meters for the amount of $216,956.60.

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 5th day of February, 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Schulte Supply, Inc.
4331 So Washington Ave
INDEPENDENCE MO 64055
816-252-2323 Fax 816-252-2373

Quotation

QUOTE DATE	QUOTE NUMBER
12/07/23	S1208401

ORDER TO:
Schulte Supply, Inc.
4331 So Washington Ave
INDEPENDENCE MO 64055
816-252-2323 Fax 816-252-2373

PAGE NO.: 1

QUOTE TO: 816-228-0195 Fax
City of Blue Springs Public Works
500 SE Sunnyside School Rd.
BLUE SPRINGS, MO 64015

SHIP TO:
City of Blue Springs Public Wo
Tim Adams
500 SW Sunnyside School Rd
BLUE SPRINGS, MO 64014

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
11635			Chris Heitzman

WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Chuck Winsea	BW BEST WAY	NET 30 DAYS	12/07/23	Yes

ORDER QTY	PART NO	DESCRIPTION	Net Prc	Ext Prc
100ea	8869	ED2B31RWG1SG89 (ED2B31RWG3) 5/8" x 3/4" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna TAXES NOT INCLUDED	269.950	26995.00

Sarah E Carnes
City Attorney
By scarnes on Dec 21, 2023

This is a Quotation.

Prices are subject to change without notice.
Applicable taxes extra.

Subtotal	26995.00
S&H CHGS	0.00
Amount Due	26995.00

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 27, 2023

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

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $ 215,636.00 from Molle Chevrolet Inc. for four Chevrolet Tahoe patrol vehicles.

BACKGROUND/JUSTIFICATION

To keep the patrol fleet in serviceable rotation, four patrol vehicles need to be replaced. Due to issues in the automotive industry the last several years, it has been difficult to obtain vehicles. The Department currently has four vehicles on order through a dealer with funds committed for this purchase; however, it is unclear when those vehicles will be delivered. One prior order was received and another cancelled.

Staff solicited bids from multiple local dealerships but only one bid was received by the local Molle Chevrolet Inc. dealership, with inventory available to order and purchase. Blue Springs Ford Sales was not able to submit a bid for patrol vehicles, and it is unknown when they will be able to take new orders.

The Department is proposing to move forward with the addition of Chevrolet Tahoes to the fleet which is currently comprised primarily of Ford vehicles, using available current fiscal year funds. Consultation with the City garage revealed that maintenance issues will be comparable over time between the two different model patrol vehicles. Additional consultation with the emergency equipment installer revealed there would be little extra cost as far as equipment installation as well.

FINANCIAL IMPACT

Contractor:	Molle Chevrolet Inc.
Amount of Request/ Contract:	$215,636.00
Amount Budgeted:	$258,000.00
Budget Year:	FY 2023-2024
Funding Source/Account #:	100-20030-540325
Account Balance:	$352,000.00 Date: 1/22/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 6, 2024	Upon Purchase and Delivery

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Quote Worksheet attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Christine Cates***
Legal: ***John Mullane***	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:	☐	N/A
E-Verify proof of enrollment:	☐	N/A
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	
Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	Molle Chevrolet Inc. 411 NW Mock Ave. Blue springs Mo 64014 danderson@mollechevrolet.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Resolution No. 10-2024

A RESOLUTION APPROVING A PURCHASE FROM MOLLE CHEVROLET INC., FOR FOUR CHEVROLET TAHOE POLICE UTILITY VEHICLES

WHEREAS, the City of Blue Springs desires to purchase four (4) Chevrolet Tahoe Utility Police Vehicles; and

WHEREAS, the Police Department prepared specifications and secured quotations for patrol vehicle purchase on a per vehicle basis and received one (1) bid; and

WHEREAS, the Police Department recommends that the City award the bid to Molle Chevrolet Inc., for purchase in the amount of $215,636.00 for four (4) Chevrolet Police Vehicles; and

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

Section 1. The City Administrator is hereby authorized to purchase from Molle Chevrolet Inc., 411 NW Mock Ave. Blue Springs MO., 64014, four (4) Chevrolet Police Vehicles for the amount of $215,636.00.

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

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk 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 5th day of February 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote Worksheet

		MSRP
Base Price		$53,450.00
Dest Charge		$1,995.00
Total Options		$1,814.00
	Subtotal	**$57,259.00**
DEALER DISCOUNT		($4,500.00)
GM BID ASSISTANCE		($1,650.00)
ADMIN FEE		$300.00
5/YEAR/100,000 MILE WARRANTY $0 DEDUCTIBLE		$2,500.00
	Subtotal Pre-Tax Adjustments	**($3,350.00)**
Less Customer Discount		$0.00
	Subtotal Discount	**$0.00**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$53,909.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$53,909.00**

12/28/2023
Dealer Signature / Date

#985
CAPT. 12/27/23
Customer Signature / Date

APPROVED
By jmullane at 5:31 pm, Jan 18, 2024

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Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial — MSRP:$53,450.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CK10706	[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial		$53,450.00
	OPTIONS		
1FL	Commercial Preferred Equipment Group		$0.00
5J1	Calibration, keyless remote panic button and exterior lights/horn disable		$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.	
5J9	Calibration, taillamp flasher, Red/White	Inc.	
5LO	Calibration, taillamp flasher, Red/Red	Inc.	
5Y1	Front center seat (20% seat) delete		$0.00
6C7	Lighting, red and white front auxiliary dome		$170.00
6E2	Fleet Calibration		$25.00
6J3	Wiring, grille lamps and siren speakers		$92.00
6J4	Wiring, horn and siren circuit		$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.	
6N5	Switches, rear window inoperative		$57.00
7X3	Spotlamp, left-hand		$800.00
9C1	Identifier for Police Package Vehicle		$0.00
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete		$50.00
AMF	Remote Keyless Entry Package		$75.00
ATD	Seat delete, third row passenger	Inc.	

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

AX2	Key, unique	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
BCV	Lock control, driver side auto door lock disable	Inc.	
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.	
FE9	Emissions, Federal requirements		$0.00
GBA	Black		$0.00
GU5	Rear axle, 3.23 ratio		$0.00
H1T	Jet Black, Cloth seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen		$0.00
J55	Brake system, heavy duty	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PQA	1FL Safety Package		$395.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UE4	Following Distance Indicator	Inc.	
UEU	Forward Collision Alert	Inc.	
UHX	Lane Keep Assist	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKJ	Front Pedestrian Braking	Inc.	
UN9	Radio Suppression Package, with ground straps		$95.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V03	Cooling system, extra capacity	Inc.	
V53	Luggage rack side rails, delete	Inc.	

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Molle Chevrolet
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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		$0.00
VXT	Incomplete vehicle	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
Z56	Suspension Package, heavy-duty, police-rated.	Inc.	
___	Capless Fuel Fill	Inc.	
___	Exterior ornamentation delete	Inc.	
___	Instrumentation, analog	Inc.	
___	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
___	Power supply, 50-amp, power supply, auxiliary battery	Inc.	
___	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.	
___	Seat belts, 3-point, all seating positions	Inc.	
___	Protected idle	Inc.	

SUBTOTAL	**$55,264.00**
Adjustments Total	$0.00
Destination Charge	$1,995.00
TOTAL PRICE	**$57,259.00**

FUEL ECONOMY

Est City:14 (2023) MPG

Est Highway:20 (2023) MPG

Est Highway Cruising Range:480.00 mi

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	$53,450.00

COLORS

CODE	DESCRIPTION
GBA	Black

SUSPENSION PKG

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

EMISSIONS

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

ENGINE

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

TRANSMISSION

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

GVWR

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

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

AXLE

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

PREFERRED EQUIPMENT GROUP

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

WHEEL TYPE

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

TIRES

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

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GBA	Black	0.00 lbs	0.00 lbs	$0.00

SEAT TYPE

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

SEAT TRIM

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

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9C1	Identifier for Police Package Vehicle	0.00 lbs	0.00 lbs	$0.00
AMF	Remote Keyless Entry Package	0.00 lbs	0.00 lbs	$75.00
PQA	1FL Safety Package	0.00 lbs	0.00 lbs	$395.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J9	Calibration, taillamp flasher, Red/White	0.00 lbs	0.00 lbs	Inc.
5LO	Calibration, taillamp flasher, Red/Red	0.00 lbs	0.00 lbs	Inc.
6J3	Wiring, grille lamps and siren speakers	0.00 lbs	0.00 lbs	$92.00
6J4	Wiring, horn and siren circuit	0.00 lbs	0.00 lbs	$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	0.00 lbs	0.00 lbs	Inc.
___	Capless Fuel Fill	0.00 lbs	0.00 lbs	Inc.
J55	Brake system, heavy duty	0.00 lbs	0.00 lbs	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	0.00 lbs	0.00 lbs	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	0.00 lbs	0.00 lbs	Inc.
KX4	Alternator, 250 amps	0.00 lbs	0.00 lbs	Inc.
RC1	Skid plate, front	0.00 lbs	0.00 lbs	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	0.00 lbs	0.00 lbs	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	0.00 lbs	0.00 lbs	Inc.
V03	Cooling system, extra capacity	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

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

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J1	Calibration, keyless remote panic button and exterior lights/horn disable	0.00 lbs	0.00 lbs	$0.00
5J3	Calibration, Surveillance Mode interior lighting	0.00 lbs	0.00 lbs	Inc.
5Y1	Front center seat (20% seat) delete	0.00 lbs	0.00 lbs	$0.00
6E2	Fleet Calibration	0.00 lbs	0.00 lbs	$25.00
6N5	Switches, rear window inoperative	0.00 lbs	0.00 lbs	$57.00
___	Instrumentation, analog	0.00 lbs	0.00 lbs	Inc.
___	Power supply, 100-amp, auxiliary battery, rear electrical center	0.00 lbs	0.00 lbs	Inc.
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	0.00 lbs	0.00 lbs	Inc.
___	Power supply, 50-amp, power supply, auxiliary battery	0.00 lbs	0.00 lbs	Inc.
___	Theft-deterrent system, vehicle, PASS-Key III	0.00 lbs	0.00 lbs	Inc.
ATD	Seat delete, third row passenger	0.00 lbs	0.00 lbs	Inc.
AX2	Key, unique	0.00 lbs	0.00 lbs	Inc.
BCV	Lock control, driver side auto door lock disable	0.00 lbs	0.00 lbs	Inc.
UN9	Radio Suppression Package, with ground straps	0.00 lbs	0.00 lbs	$95.00
VZ2	Speedometer calibration	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UHY	Automatic Emergency Braking	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Seat belts, 3-point, all seating positions	0.00 lbs	0.00 lbs	Inc.
UE4	Following Distance Indicator	0.00 lbs	0.00 lbs	Inc.
UEU	Forward Collision Alert	0.00 lbs	0.00 lbs	Inc.
UHX	Lane Keep Assist	0.00 lbs	0.00 lbs	Inc.
UKJ	Front Pedestrian Braking	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

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

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Protected idle	0.00 lbs	0.00 lbs	Inc.
VXT	Incomplete vehicle	0.00 lbs	0.00 lbs	Inc.

SHIP THRU CODES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	0.00 lbs	0.00 lbs	$0.00
	Options Total	**0.00 lbs**	**0.00 lbs**	**$1,814.00**

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Standard Equipment

Mechanical	
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
	Rear axle, 3.23 ratio
	Suspension Package, Premium Smooth Ride (STD)
	GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)
	Differential, mechanical limited-slip
	4-wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Battery, 730 cold-cranking amps with 80 amp hour rating
	Alternator, 220 amps
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Trailer sway control
	Hitch Guidance
	Suspension, front coil-over-shock with stabilizer bar
	Suspension, rear multi-link with coil springs
	Steering, power
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Exhaust, single system, single-outlet
	Mechanical Jack with tools

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Exterior	
	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)
	Wheel, full-size spare, 17" (43.2 cm)
	Tire, spare P265/70R17 all-season, blackwall
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Active aero shutters, upper
	Fascia, front
	Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)
	Assist steps, Black with chrome accent strip
	Headlamps, LED
	Lamps, stop and tail, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated
	Glass, windshield shade band
	Windshield, solar absorbing
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Door handles, body-color
	Liftgate, rear manual
Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Audio system feature, 6-speaker system
	SiriusXM, delete
	Infotainment display, 8" diagonal touchscreen
	Bluetooth for phone personal cell phone connectivity to vehicle audio system
	Wireless Apple CarPlay/Wireless Android Auto

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Entertainment	
	Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)
	Seat trim, cloth
	Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar
	Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar
	Seats, second row 60/40 split-folding bench, manual
	Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical
	Steering column, manual tilt and telescopic
	Steering wheel, urethane
	Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)
	Driver Information Center, 4.2" diagonal color display includes driver personalization
	Rear Seat Reminder
	Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
	Keyless Open includes extended range Remote Keyless Entry
	Cruise control, electronic with set and resume speed
	Theft-deterrent system, content, electrical, unauthorized entry
	USB data ports, 4 total; 2, one-type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel
	USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down

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Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Interior	
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
	Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.
	Cargo management system
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking
	Hill Start Assist
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Exterior	
	Daytime Running Lamps, reduced intensity low beam
Safety-Interior	
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Front and Rear Park Assist
	Following Distance Indicator (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

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Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Safety-Interior	
	HD Rear Vision Camera
	Front Pedestrian Braking (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Lane Keep Assist with Lane Departure Warning (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
	Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on
	3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Deleted when (UDA) vehicle deactivated communication system is ordered. OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 20, 2023 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Adopt a Resolution approving a five-year engagement letter with Baker Tilly Municipal Advisors, LLC for municipal advisor services as needed in an amount not to exceed $50,000 annually.

BACKGROUND/JUSTIFICATION

The City has previously contracted with Baker Tilly Municipal Advisors, LLC (Baker Tilly), formerly Springsted Incorporated, for municipal advisor services on several economic development and financing projects.

The scope of services under this engagement letter are outlined in Attachment A to the engagement letter and includes general municipal advisor services and debt issuance services.

FINANCIAL IMPACT

Contractor:	Baker Tilly Municipal Advisors, LLC
Amount of Request/ Contract:	$50,000
Amount Budgeted:	$0 – budget amendment will be proposed if needed.
Budget Year:	FY 2023-24 Date: 1/3/2024

1/2/2018

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 3, 2024	December 31, 2029
Years and Months Contract in effect	**Number of times renewable**
5 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. Resolution with engagement letter attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☐	Tom Kaleko, Principal Baker Tilly Municipal Advisors, LLC 5440 W. 110th St., #300 Overland Park, KS 66221 (816) 333-7294 Tom.kaleko@bakertilly.com
Project Exemption Certificate needed:	☐	
Other:	☐	

Resolution No. 11-2024

A RESOLUTION APPROVING A CONTRACT (ENGAGEMENT LETTER) FOR MUNICIPAL ADVISOR SERVICES

WHEREAS, the City of Blue Springs has contracted with Baker Tilley Municipal Advisors, LLC (Baker Tilly), formerly Springsted Incorporated, for municipal advisor services on several economic development and financing projects; and

WHEREAS, staff recommends entering into a five-year contract with Baker Tilly to assist the City with general municipal advisor and debt issuance services; and

WHEREAS, the engagement letter includes a rate schedule for future municipal advisor services on an as-needed basis, each project not to exceed $50,000 per project.

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 an engagement letter between with Baker Tilley Municipal Advisors, LLC for municipal advisor services in the amount not to exceed $50,000 per project. A copy of the proposed engagement letter 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 5th day of February 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Baker Tilly Municipal Advisors, LLC
5440 W. 110th Street
Overland Park, KS 66211
United States of America

816-225-2900
bakertilly.com

December 11, 2023

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

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly Municipal Advisors, LLC (Baker Tilly) and its affiliates are being engaged by the City of Blue Springs (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false or misleading representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false or misleading representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false or misleading representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client’s separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's and its affiliates (Baker Tilly Parties) proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the Baker Tilly Parties prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by the Baker Tilly Parties after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate the Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder or in a subsequent Scope Appendix shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto. If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Tom Kaleko

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____
Christine Cates
Title: City Administrator
Date: _____

Approved as to Form:

By: _____
Interim City Attorney

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly Virchow Krause, LLP, an accounting firm. Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International, Ltd., the members of which are separate and independent entities. © 2019 Baker Tilly Municipal Advisors, LLC

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC (BTWM), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

RE: **Municipal Advisory Services**
Debt Issuance, Arbitrage, and Continuing Disclosure
DATE: **December 11, 2023**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Blue Springs, Missouri (the Client) and Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance (Debt Obligation).
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.

4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.

6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.

7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.

8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.

9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.

10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.

11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.

12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.

13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. State Revolving Fund (SRF) Application

1. Assist with the preparation of the financial portions of the application to the SRF disclosing technical data, information and schedules concerning the Bonds and the Client needed by the SRF.

2. Provide additional information to the SRF or others as may be needed throughout the period between filing the application and closing the Bonds.

3. Analyze the terms proposed by the SRF and, when appropriate, suggest modifications of such terms for the Bonds.

4. Make recommendations to the Client for options to finance non-eligible project costs.

5. Prepare and submit at pre-closing, on behalf of the Client, the initial disbursement request form and supporting documentation.

D. Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (IRS) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
    a. Date of purchase or acquisition;
    b. Purchase price of investments including any accrued interest;
    c. Face amount and maturity date;
    d. Stated rate of interest;
    e. Interest payment dates;
    f. Date of sale, transfer, or other disposition;
    g. Sale or disposition price; and
    h. Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for notifying BTMA of any additional or subsequent Debt Obligations that would require arbitrage compliance services.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

E. Continuing Disclosure Services

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, provide continuing disclosure services with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting
   BTMA will provide a list of each issue for which the Client requires continuing disclosure services (Services). The Client will provide BTMA with a copy of each Continuing Disclosure Undertaking (CDU) that has been executed for each Debt Obligation, including master and supplemental CDUs if any. BTMA will:
   a. Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
   b. Provide to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA), the annual information required under each respective CDU;
   c. Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements; and
   d. If not filed at the time of the annual report, file the audit as set forth in the CDU pending timely receipt from the Client.

2. Assistance filing reportable events on EMMA
   Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check
   a. At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:
      i. Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period;
      ii. Assess the filings made on EMMA in conjunction with each applicable Debt Obligation;
      iii. Research whether any Debt Obligations with an assigned rating changed during the look-back period, including rating changes for insured Debt Obligations; and
      iv. Determine whether all required notices related to events and filings were made in compliance with the CDUs.
   b. Remedying Deficiencies for Outstanding Debt Obligations
      If a deficiency is found and the debt obligations remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has occurred.
   c. Updating Compliance.
      At the time that BTMA conducts services annually under item 1, BTMA will update the compliance check completed under 3.a.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)
   BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

5. Other post issuance services (Upon Request. Hourly rates will apply.)
   If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

6. Rating surveillance support (Upon Request. Hourly rates will apply.)
   If applicable for rated outstanding Debt Obligations, BTMA will assist with compiling responses to rating agency requests for data and information during the rating surveillance process. BTMA will also participate on rating surveillance calls and provide additional support as needed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

COMPENSATION AND INVOICING

A. General obligation debt
   1. Base fee of $8,250 for a bond issuance, plus
   2. $5.50 per $1,000 for the first $2,500,000 of bonds issued, plus
   3. $1.10 per $1,000 for amounts over $2,500,000 of bonds issued.

B. The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in paragraph J, below.

C. A single Debt Obligation with multiple financing plans is charged per plan with a discount of $4,400 per plan applied after the first plan.

D. Non ad valorum supported debt and advance refunding shall be compensated at 1.25 times the general obligation debt fee schedule set out in paragraph A, above. Debt Obligations supported in whole or part by economic development project revenues shall be compensated at the hourly rates set out in paragraph J, below.

E. Debt Obligations dependent on successful referenda shall be compensated at 1.10 times the general obligation debt fee schedule set out in paragraph A, above.

F. In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set out in paragraph J, below. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between Client and BTMA.

G. Services related to investment of Debt Obligation proceeds shall be provided under a separate agreement.

H. If a Debt Obligation is abandoned for any reason by the Client and BTMA is without fault for such abandonment, BTMA shall be paid a fee that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rates set out in paragraph J, below. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation within one year, whichever occurs first.

I. The above fees shall include all expenses incurred with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

J. Hourly Rates for added services and Non-Debt Issuance Related Services

Title	2023 Hourly Rate
Partners / Principals / Directors	$295 - $525
Managers	$235 - $340
Consultants / Analysts	$160 - $235
Support / Paraprofessionals	$115 - $175
Interns	$110 - $145

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

K. Arbitrage and Rebate Monitoring Services

1. Fees for arbitrage services shall be as applied as follows:
    a. $1,650 per determination per Debt Obligation when such determinations are made annually as of the selected computation date of the applicable Debt Obligation's date of issuance, or
    b. $1,650 for the first year, plus $440 for each additional year up to a five-year period per determination for each Debt Obligation when such determinations are made for periods in excess of one year.
2. At such time as the original proceeds and investment earnings thereon are completely expended and only a non-commingled bona fide debt service fund remains, BTMA will notify the Client if compliance with the arbitrage provisions can be accomplished through monitoring of the Debt Service fund. In the event such recommendation is made, and it is accepted by the Client, BTMA will perform monitoring activities for a fee of $440 for annual monitoring or $935 for monitoring at the close of every fifth bond year. If, for any determination period, monitoring reveals that the debt service fund is no longer bona fide and a rebate calculation must be performed, any charge for monitoring for that determination period will apply toward the applicable fee for rebate and arbitrage services.
3. If (i) separate information for each Debt Obligation is not provided, (ii) BTMA is required to perform allocations of investments among funds, or (iii) BTMA is required to perform other analysis, additional compensation will be charged for such allocations/analyses at the hourly rates in paragraph B herein.

L. Continuing Disclosure Services

Report preparation and filing per type of obligation:

1. Full disclosure report created by BTMA, $1,430, plus $220 each debt obligation.
2. Full or limited disclosure official statement with updated data that can be referenced, $0, plus $220 each debt obligation.
3. Full disclosure all operating data included within ACFR, $660, plus $220 each debt obligation.
4. Limited disclosure, $660, plus $220 each debt obligation.

Client shall be responsible for county auditor certification fees, if required, and any legal fees incurred in connection with determining compliance with continuing disclosure certificates or interpretation of significant events or filing of the annual report.

M. Expenses and Hourly Fees

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

N. Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

NONATTEST SERVICES

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

CONFLICTS OF INTEREST

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

TERMINATION

This Scope Appendix will terminate according to the terms of the Engagement Letter.

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself.

On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you.

Sincerely,

Tom Kaleko

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

SUPERSEDING ADDENDUM TO ENGAGEMENT LETTER
DATED DECEMBER 11, 2023

MUNICIPAL ADVISORY SERVICES
FOR THE
CITY OF BLUE SPRINGS, MISSOURI

This **SUPERSEDING ADDENDUM** is made and entered into between **CITY OF BLUE SPRINGS, MISSOURI**, a Missouri municipal corporation organized pursuant to the laws of the State of Missouri, (the "City") and **BAKER TILLY MUNICIPAL ADVISORS, LLC**, a limited liability company organized under the laws of Wisconsin, **("**ADVISOR**")** with respect to the provision of certain services pertaining to various City public finance transactions and related services, the City and ADVISOR agree as follows:

WITNESSETH:

WHEREAS, the City has determined that the services of a municipal advisor are appropriate, convenient and necessary in order to effectuate its purposes; and

WHEREAS, Advisor is experienced and qualified to provide municipal advisory services to the City as contemplated in this Agreement; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Content of Agreement**

This superseding addendum form is hereby made a part of the Engagement Letter Agreement Related to Services and the Scope Appendix dated December 11, 2023 ("Agreement") by and between the parties, modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this addendum is expressly incorporated and made a part of the Agreement.

2. **Amendment, Supplement or Modification**

The Agreement constitutes the entire agreement between Advisor and the City. The Agreement may be amended, supplemented or modified only in writing, executed by representatives of the City and Advisor. Such amendments, supplements or modifications cannot alter the terms of the Agreement as executed unless expressly agreed to in writing by the City and Advisor. If any provision herein is held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

3. **No Subcontracting without Prior Consent**

The parties acknowledge that Advisor anticipates performing all work anticipated by this Agreement with its own staff and does not plan to engage any third-parties or subcontractors to assist in its efforts. In the event the use of a third-party or subcontractor were to become necessary, Advisor agrees to seek the written consent of the City prior to engaging the third-party or subcontractor. If services cannot be provided as requested, the City may obtain services with another firm without being in breach of this Agreement.

4. **Municipal Advisor as Fiduciary**

In addition to, but not in lieu of any and all applicable fiduciary standards imposed under federal or state law, Advisor shall act as a fiduciary to the City. As a fiduciary, Advisor shall perform its duties under this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in an enterprise of like character and with like aims.

5. Insurance

Advisor's insurance shall be primary as respects to the City. Any other insurance maintained by the City shall be excess and not contributing insurance with the Advisor's insurance. The following are the requirements for insurance to be provided and maintained by Advisor for the duration of this Agreement. These limits can be attained by individual policies or by combining primary and umbrella policies.

A. Minimum Limits of Insurance. Commercial General Liability Insurance (CGL): Advisor shall maintain for the duration of the Agreement CGL with the limit of not less than $1,000,000 each occurrence. CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or substitute form providing equivalent coverage). The policy shall cover liability arising from premises operations, independent contractors, products – completed operations, personal injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The City shall be named as additional insured under this policy.

B. Workers' Compensation. Workers' compensation and employer's liability insurance as required by the state where the work is performed.

C. Professional Liability. Advisor shall maintain in force for the duration of this Agreement errors and omissions liability insurance appropriate to Advisor's profession. Coverage is required in this section shall apply to liability for a professional error, act, or omission arising out of scope of Advisor's services as defined in this Agreement. Coverage shall be written subject to limits of not less than $1,000,000 per claim with an annual aggregate of $1,000,000. This insurance coverage under such certificates shall be retroactive to the earlier of the date of this Agreement or the commencement of Advisor's services here under.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by the City.

E. Other Insurance Provisions. The General Liability policy is to contain or be endorsed to contain the following provisions:

i. The City, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of Advisor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by Advisor.

ii. For any claims related to this Agreement, Advisor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Advisor's insurance.

iii. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days' prior written notice to Advisor. Promptly upon receipt of notice from the insurer, Advisor shall provide notice by certified mail, return receipt requested to the City of any such material change or cancellation of coverage.

iv. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Agreement by Advisor.

9. Notice

Any required notice under the Agreement or contact by either party to the other deemed necessary to fulfilling its obligations under the Agreement will be in writing and shall be made so that the other party shall have not less than three (3) business days to respond or to act upon such notice.

Any notice to the City shall be made in writing and directed to the City Administrator, with a copy to the City Attorney, at City of Blue Springs, 903 W Main St, Blue Springs, MO 64015.

10. Representative's Authority to Contract.

By signing this Agreement, the representatives for each party thereby represents that such person is duly authorized to execute this Agreement on behalf of that party and agree to be bound by the provisions thereof.

11. Applicable Law

Advisor shall comply with all applicable laws of the State of Missouri and the United States of America, including but not limited to the Dodd-Frank Wall Street Reform and Consumer Protection Act, rules and regulations of the Securities and Exchange Commission, and the Municipal Securities Rulemaking Board. Advisor shall furnish proof acceptable to the City of appropriate business licensing and SEC and MSRB municipal advisor registration. Advisor company name shall be lawfully registered with the state of Missouri. Regulatory reports required under laws applicable to Advisor by any regulatory authority shall be the responsibility of Advisor. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri to the extent that such laws are not pre-empted by the laws of the United States of America. By entering into this Agreement, the Parties agree that any action or proceedings arising out of or in connection with this Agreement shall be instituted only in the Circuit Court of Jackson County, Missouri at Independence or in federal court of the Western District of Missouri. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

12. Use of Other Advisory Firms

The City may engage and consult with other firms on issues financial or nonfinancial without the consent of Advisor in the event Advisor is unable to provide the services requested by the City, Advisor has a conflict of interest with regard to a particular issue, or the City determines

in its discretion that it is in the best interest of the City to utilize the services of another firm on a project or issue for which that firm was previously engaged or otherwise.

13. Termination

Either party may terminate this Agreement with seven (7) days' written notice to the other party at any time without cause.

14. Claims and Liabilities

Advisor hereby releases, indemnifies and holds harmless the City, its officers, employees, agents, guests or business visitors from any and all loss, claims, suits or any liability whatsoever associated with a third-party claim for any personal, bodily injury or death of any person or persons or for any loss, damage or destruction of any tangible, personal property whether owned by Advisor or others arising out of any negligent acts, errors, omissions, or willful misconduct by Advisor or its officers, employees, agents, guests or business visitors in their performance of the Agreement, and for the avoidance of doubt, Advisor agrees to indemnify and hold harmless the City, its officers, employees, agents, guests or business invitees for all damages and expenses, including attorney's fees, arising from any such third-party claim.

15. Non-discrimination in Employment

During the performance of this agreement, Advisor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, or disability status. Advisor shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race age religion, sex, national origin, or disability status.

16. Illegal Aliens

Pursuant to RSMo 285.530(1), as a condition for the award of any contract in excess of five thousand dollars, Advisor, by its sworn affidavit in substantially the form attached hereto, hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Advisor affirms that it does not knowingly employee any person who is an unauthorized alien in connection with the contracted services. This section shall not apply to contracts merely for goods or products.

17. Sovereign Immunity

Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties agree that the City is not indemnifying Advisor for any reason whatsoever.

18. Attorneys' Fees

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

19. Missouri Open Records Law

Advisor acknowledges and agrees that the City is subject to Missouri's Open Records Law (Chapter 610, RSMo), and, notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall preclude the City from fulfilling its legal obligations under Chapter 610, RSMo. No action taken by the City to comply with its obligations under Chapter 610, RSMo shall be considered a breach of any provision of the Agreement.

20. Independent Contractor

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Advisor 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.

21. No Third-Party Benefit

This Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

22. Anti-Discrimination Against Israel Act

Pursuant to Section 34.600, RSMo, Advisor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Advisor's certification of compliance with the Anti- Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

23. Contractor Liability

Advisor's aggregate liability for all damages connected with its services under the Agreement (not including attorney's fees as stated in paragraph 18, above) will not exceed the actual damages incurred by City.

[Remainer of page intentionally left blank**]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or by their authorized representatives.

BAKER TILLY MUNICIPAL ADVISORS, LLC:

By: Tom Kaleko
Name: Tom Kaleko
Title: Principal
Dated: January 23, 2024

CITY OF BLUE SPRINGS, MISSOURI:

By: _____
Christine Cates, City Administrator

Dated: _____

APPROVED AS TO FORM:

By: _____
Interim City Attorney

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

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

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

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

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

_____ _____
Affiant / Contractor Printed Name

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

_____
SEAL Notary Public

CITY OF BLUE SPRINGS, MISSOURI
CITY COUNCIL
FEBRUARY 5, 2024

EXHIBITS FOR PUBLIC HEARING

TAX INCREMENT FINANCING AND ECONOMIC INCENTIVE UPDATE

EXHIBIT #1 Council Information Form dated January 12, 2024 with the following attachments: Notice of Public Hearing as Published in the Examiner on January 2, January 9, January 16, and January 23, 2024 and TIF and Economic Development Update presentation.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 12, 2024

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

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

ISSUE/REQUEST

Pursuant to Missouri Statutes, a public hearing will be held wherein City Administrator Christine Cates will provide the Tax Increment Financing (TIF) and Economic Development Incentive update.

BACKGROUND/JUSTIFICATION

Section 99.865 RSMo requires that a public hearing be held for all TIF projects, once every five years. This will be the fourth year a public hearing is held with an update on all TIF projects that are currently active within the City as well as the South Area NID and the Land Bank.

An update will be provided on all economic development incentives that were approved or amended during the 2022-23 fiscal year.

In addition to this annual update, the following reports have been prepared to cover specific details of these projects.

- The 2023 Annual TIF Report
- South Area NID Update Report
- Adams Farm Bond Update Report
- White Oak Bond Update Report

The Finance Department also tracks all economic development incentives and related information on a monthly basis.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

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

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Notice of Public Hearing as Published in the Examiner on January 2, January 9, January 16, and January 23, 2024 and TIF and Economic Development Update presentation.
2. TIF and Economic Development Update presentation.

REVIEWED BY:

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

Blue Springs, Missouri
Office of Administration

NOTICE OF PUBLIC HEARING

The City Council of the City of Blue Springs, Missouri, will hold a public hearing on **Monday, February 5, 2024 at 6:00 p.m.** regarding Annual Tax Increment Financing and Economic Development Incentive updates.

Anyone desiring further information is invited to contact City Administrator, Christine Cates by calling (816) 228-0140 Monday through Friday 8:00 a.m. to 5:00 p.m.

CITY COUNCIL
CITY OF BLUE SPRINGS
BY ERIN FORD, CITY CLERK

PUBLISH: **January 2, 2024**
January 9, 2024
January 16, 2024
January 23, 2024

CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

- Missouri Revised Statutes 99.865
- Public Hearing required on all TIF projects, every 5 years
- Review existing TIFs and other incentives approved in FY 2023
- 2023 TIF Annual Report

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



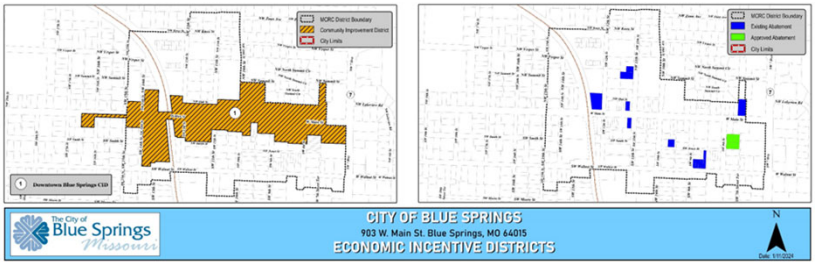
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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



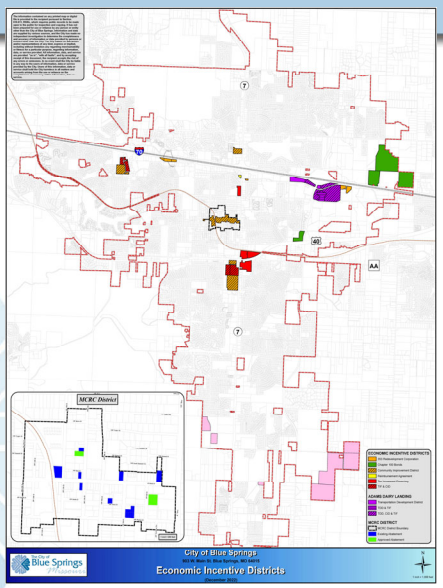
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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Chapter 100 Industrial Development Bonds

PROJECT	BONDS APPROVED	ANNUAL PILOTS	TAX ABATEMENT		LEASE TERM	PROJECTED VALUE OF INCENTIVE	STATUS
			PERSONAL PROPERTY	REAL PROPERTY			
Kohl's Distribution Center	$ 37,000,000	$ 120,568	Partial tax abatement	100% real estate tax abatement	12 Years 1999 - 2011	$ 4,822,094	Expired
Durvet	$ 2,900,000	$ 38,649	N/A	100% real estate tax abatement	10 Years 2003 - 2013	$ 554,147	Expired
Meyer Lab	$ 3,500,000	$ 38,068	N/A	100% real estate tax abatement	15 Years 2004 - 2020	$ 925,747	Paid Off in 2017
Walnut Street Partners	$ 800,000	N/A	N/A	100% real estate tax abatement	10 Years 2013 - 2023	$ 638,254	Terminated
Kohl's Distribution Center	$ 7,550,000	Varies	100% personal property tax	N/A	12 Years 2017 - 2029	$ 305,810	Active
Faurecia Interior Systems	$ 69,000,000	Varies	100% personal property tax	100% real estate tax abatement	15 Years 2018 - 2035	$ 15,143,198	Active
Novel Place	$ 23,000,000	$ 24,306	N/A	100% real estate tax abatement	2 Years 2019 - 2020	$ 48,612	Expired
Durvet	$ 9,600,000	Varies	N/A	100% real estate tax abatement	10 Years 2020 - 2030	$ 1,593,697	Active
Blue Springs 70 Logistics Center	$ 30,000,000	Varies	N/A	100% real estate tax abatement	10 Years 2022 - 2032	$ 5,672,204	Active
Total	**$ 183,350,000**					**$ 29,703,763**	

NOTE: Faurecia Project Site tax abatement runs from 2018 - 2033; Project Equipment tax abatement is staggered from 2019 - 2035, based on purchase date of equipment.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Chapter 353 Redevelopment Corporations

PROJECT	TYPE OF INCENTIVE APPROVED	TERM	PROJECT VALUE	INCENTIVE %	PROJECTED VALUE OF INCENTIVE	STATUS
Adams Dairy Parkway Corridor Phase I Redevelopment Corporation aka Haldex	100% Real Estate Tax Abatement for 10 years and 50% Real Property Tax Abatement for 15 years	25 Years 1995 - 2019	$ 3,326,700	67.78%	$ 2,254,975	Expired
Adams Pointe Redevelopment Corporation Harmon Tract	100% Real Estate Tax Abatement for 10 years, 50% Real Property Tax Abatement for years 11-20. and 25% for years 21-25.	25 Years 1999 - 2023	$ 3,200,000	45.24%	$ 1,447,590	Active
Adams Pointe Redevelopment Corporation Hotel Tract	100% Real Estate Tax Abatement for 10 years + Additional 100% Real Estate Tax Abatement for 10 years	20 Years 2000 - 2009 2011 - 2020 2021 - 2024	$ 5,600,000	56.34%	$ 3,155,092	Active
Adams Dairy Redevelopment Corporation	100% Real Estate Tax Abatement	10 Years 2000 - 2009	$ 4,965,426	27.76%	$ 1,378,593	Expired
Main Center Redevelopment Corporation	Varies per Plan and Project	Varies per Plan/Project	$ 7,817,832	38.83%	$ 3,035,534	Active
19th & 40 Redevelopment Corporation Meineke Muffler	100% Real Estate Tax Abatement	10 Years 2004 - 2013	$ 777,900	28.10%	$ 218,611	Expired
Brizendine NEQ Redevelopment Corporation	100% Real Estate Tax Abatement	10 Years 2006 - 2015	$ 1,330,472	27.47%	$ 365,472	Expired
Blue Springs Rentals Redevelopment Corporation	100% Real Estate Tax Abatement	10 Years 2005 - 2014	$ 570,000	23.71%	$ 135,123	Expired
Village Gardens Redevelopment Corporation transferred to JW Larkin Properties	100% Real Estate Tax Abatement for 10 years and 50% Real Property Tax Abatement for 15 years	25 Years 2007 - 2031	$ 2,783,498	36.85%	$ 1,025,611	Active
Target Time Defense Redevelopment Corporation	100% Real Estate Tax Abatement Less PILOTS	10 Years 2016 - 2025	$ 1,128,539	12.80%	$ 144,441	Terminated
RGH Redevelopment Corporation	100% Real Estate Tax Abatement 75% PILOTS to CJCFPD	20 Years 2022 - 2041	$ 7,090,443	32.76%	$ 2,322,639	Active
Total			**$ 38,590,810**		**$ 15,483,682**	

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

TIF District	Date Approved	Incentive Approved	Debt Percent Reimbursed	Projected Payoff	Financing	Incentives
Fall Creek	04/1996	$3.9 million	100%	02/2019	Bank Loan	TIF & CID
Copperleaf Village	08/2005	$1.9 million	27.76%	2023	PAYG	TIF & TDD[1]
Hwy 7 & 40 Hwy	06/2007	$7.6 million	100%	2035	PAYG	TIF
Adams Farm	02/2007	$49.1 million	41.56%[2]	2039	Bonds	TIF, TDD, & CID
Woods Chapel	07/2008	$8.9 million	DEV-100% CITY-43.60%	2037	PAYG	TIF & CID
White Oak	11/2014	$8.9 million	15.06%[2]	2040	Bonds	TIF & CID

NOTE 1: Copperleaf Village LLC request for TDD was denied by the 16th Circuit Court. (Case No. 0716-CV-14782)
NOTE 2: Percent of Debt Service paid as of September 30, 2023.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

7 & 40 Highway TIF

- **Ord. 5272, approved 11.06.2023, terminated Projects A, B and C in the 7 & 40 Highway TIF.**
- **Project Costs Reimbursement**

PROJECT	PROJECT BUDGET	REIMBURSEMENT with Interest
A - Planet Fitness/Big Lots/Other	1,907,000	2,469,806
B - Westlakes/Red Racks/Deals	2,134,800	2,455,572
C - Hy-Vee	3,600,000	3,574,243

- **Assessed Value Comparison**

PROJECT	BASE VALUE	FINAL VALUE	PROJECTED VALUE	%
A - Planet Fitness/Big Lots/Other	560,000	1,148,800	1,667,348	69%
B - Westlakes/Red Racks/Deals	1,640,000	2,873,600	3,445,084	83%
C - Hy-Vee	576,000	2,240,000	3,009,701	74%

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

7 & 40 Highway TIF

- **Pending final property tax payment, all surplus revenue will be distributed back to the appropriate taxing districts.**
- **Jackson County has removed the TIF designation on the parcels.**
- **This is the second TIF to be completed and fully reimbursed.**

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

White Oak TIF

- Developer submitted final reimbursable project costs for certification.
- City Staff determined project costs had been submitted for reimbursement from both Bond Proceeds and Developer Construction Loan.
- City Staff is currently working with Developer to correct reimbursable project cost submission for certification.
- Reimbursement will be made from the TIF PILOTS from Project A – Senior Living.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

White Oak TIF

- After certified reimbursable project costs, including actual interest costs, have been reimbursed to the Developer, the PILOTS generated from Project A – Senior Living will be transferred to the Bond Trustee to pay down the debt.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

CID District	Date Approved	Incentive Approved	Effective Date	Expiration Date	Percent Reimbursed	Financing
Adams Dairy Landing	07/2008	$2.3 million	2010	2035	25.19%	Bonds
Woods Chapel	05/2009	$1.4 million	07.01.2014	06.30.2047	DEV-100% [1] CITY-43.96%	PAYG
White Oak	04/2015	$1.9 million	04.01.2017	03.31.2040	15.06%	Bonds
Fall Creek	03/2018 [2]	$1.7 million $844,101	10.01.2018	09.30.2038	97.12%	PAYG
Sunset Plaza	07/2018	$1.8 million	04.01.2019	03.31.2039	10.09%	PAYG
North Blue Springs	05/2019	$5.5 million	01.01.2020	12.31.2042	12.00%	PAYG
Downtown Blue Springs	07/2020	N/A	01.01.2021	12.31.2050	N/A	PAYG

NOTE 1: Developer received maximum of 50% of CID reimbursement as grocery store was not built.
NOTE 2: Originally approved incentive included movie theater; revised agreement without movie theater reduced incentive to $844,101.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Downtown Blue Springs CID

Cash Available for District Projects

	FY 2023	FY 2022	FY 2021	TOTAL
Total Sales Tax Revenue	$60,362.41	$54,991.95	$28,197.88	$143,552.24
City Administrative Fees	(603.62)	(549.93)	(281.99)	(1,435.54)
District Operating Expense	(5,599.71)	(6,665.50)	(2,556.00)	(14,821.21)
Project Costs	(12,349.40)	(7,900.34)	-	(20,249.74)
Total Cash Available	$41,809.68	$39,876.18	$25,359.89	$107,045.75

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Colonial Gardens CID

- Expansion to include additional retail rental space, a wellness plaza, an outdoor amphitheater and a walkable cut-flower field as well as adding wholesale nursery business to site.
- Request for Rezoning to Commercial and Concept Plan have been approved by the Planning Commission.
- Target approval and establishment in 2024.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

South Area Neighborhood Improvement District (NID)

- In 2009, the City issued $18,725,000 in Limited Obligation bonds for the NID sewer improvements to be repaid with special assessments over 20 years.
- Ord. 4781 (12.03.2018) – Authorized the issuance of $9,625,000 in Limited General Obligation Refunding Bonds.
- Average annual reduction in debt service will be approximately $350,000.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

South Area Neighborhood Improvement District (NID)

- The 2023 assessments were added to 1,793 parcels affecting 1,046 different property owners.
- $3,336 remains unpaid as of September 30, 2023.
- Total of 1,793 parcels, including exempt parcels, is an increase of 123 parcels, or 7.85%, from 2022, due to parcel splits associated with new development.

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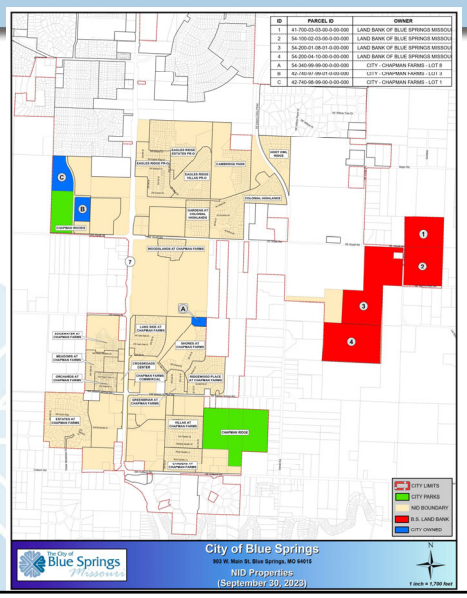
CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

South Area Neighborhood Improvement District (NID)

- New residential development included Edgewater-2nd and 3rd Plats, Chapman Ridge-2nd Plat, Redwood Homes-Initial Split, and Villas North.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



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CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 12, 2024

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

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

ISSUE/REQUEST

Passage of a Bill amending Section 340.190 of the Code of Ordinances for the City of Blue Springs regarding the definition of the offense of careless driving.

BACKGROUND/JUSTIFICATION

Section 340.190 Careless Driving creates an offense for endangering others by operating a motor vehicle. The proposed amendment would expand the area covered by the Code to anywhere in the city limits rather than simply the streets of the City. Police have seen an increase of reckless driving that endanger other citizens off city streets, including parking lots.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 5, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending Code

REVIEWED BY

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

Introduced by Councilmember _____ BILL NO. 5178

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 340.190 OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, TO REVISE THE OFFENSE OF CARELESS DRIVING

WHEREAS, Section 340.190 of the Code of Ordinances of Blue Springs, Missouri defines careless driving and outlines the penalties for such offense; and

WHEREAS, the current definition only creates an offense for careless driving on streets; and

WHEREAS, the amended ordinance shall encompass any careless or heedless act that occur within the city limits.

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

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

Section 1. That Section 340.190 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 340.190 **Careless Driving.**

A. Any person who operates a vehicle ~~upon a street~~ within the city carelessly and heedlessly, in disregard of the rights or safety of others, or without due caution and circumspection, or at a speed and in a manner so as to endanger or be likely to endanger any person or property shall be guilty of careless driving.

B. Every person who is convicted of careless driving where an accident is involved shall be punished by a fine not exceeding five hundred dollars ($500.00) or imprisonment not exceeding six (6) months, or by both said fine and imprisonment.

C. Every person who is convicted of careless driving where no accident is involved shall be punished by a fine not exceeding two hundred twenty-five dollars ($225.00), when combined with the amount of court costs.

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

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk 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 5th day of February 2024.

CITY OF BLUE SPRINGS

ATTEST:

_____
Carson Ross, Mayor

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 12, 2024

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

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

ISSUE/REQUEST

Passage of seven Bills approving contracts for use of the Blue Spring Police Department Detention Facility with the following cities: Buckner, Grain Valley, Greenwood, Lake Lotawana, Lake Tapawingo, Lone Jack, and Oak Grove.

BACKGROUND/JUSTIFICATION

The Blue Springs Police Department, under previous agreements and contracts, has held prisoners for other municipalities in the Detention Facility. Since several of those agreements were either old or expired, the Department is requesting revised agreements with each municipality, which clarifies the roles of each agency and sets a new daily (24hr) rate per prisoner at $40.00 (previously $35.00). The new agreements have a term of 5 years and supersede previous agreements with the municipalities.

FINANCIAL IMPACT

Contractor:	City of Buckner, City of Grain Valley, City of Greenwood, City of Lake Lotawana, City of Lake Tapawingo, City of Lone Jack, and City of Oak Grove
Amount of Request/ Contract:	$ 40.00 per 24-hour period per prisoner
Amount Budgeted:	$11,942
Budget Year:	FY 2023-24
Account Balance:	N/A Date: 1/16/2024
Revenue to be Received:	TBD based on use
Revenue Account No.	100-00000-434300

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
On signing	5 years
Years and Months Contract in effect	**Number of times renewable**
5 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 for City of Buckner attached as Exhibit A
2. Bill with contract for City of Grain Valley attached as Exhibit A
3. Bill with contract for City of Greenwood attached as Exhibit A
4. Bill with contract for City of Lake Lotawana attached as Exhibit A
5. Bill with contract for City of Lake Tapawingo attached as Exhibit A
6. Bill with contract for City of Lone Jack attached as Exhibit A
7. Bill with contract for City of Oak Grove attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☐	N/A
Certificate of Insurance:	☐	N/A
E-Verify Affidavits:	☐	N/A
E-Verify proof of enrollment:	☐	N/A
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	N/A
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☐	N/A
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☐	Multiple – listed on each agreement
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5179

ORDINANCE NO. ____

AN ORDINANCE APPROVING A DETENTION FACILITY USER AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE CITY OF BUCKNER FOR USE OF THE BLUE SPRINGS POLICE DEPARTMENT DETENTION FACILITY

WHEREAS, the City of Blue Springs Police Department maintains a detention facility that may be used on a temporary basis to house adult prisoners of other municipalities or government agencies; and

WHEREAS, the City of Buckner is in need of a place to house prisoners on a temporary basis; and

WHEREAS, it is recommended by the Blue Springs Police Department that the Detention Facility User Agreement setting forth the terms be approved.

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 Detention Facility User Agreement between the City of Blue Springs and the City of Bucknerfor use of the Blue Springs Police Department Detention Facility in the amount of $40.00 per 24-hour period per prisoner. A copy of the Agreement is attached hereto as Exhibit “A” and is incorporated herein.

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

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 5th day of February 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

EFFECTIVE DATE: February 6, 2024	TERMINATION DATE: February 5, 2029	CONTRACT NUMBER:

CITY	USER AGENCY
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	Buckner Police Dept. 315 S Hudson Buckner MO 64016
Attention: Chief Bob Muenz	Attention: Joe Bobadilla
Department: Police	Phone: 816-650-3191
Phone: 816-228-0171	Tax ID Number: 12487228

DETENTION FACILITY USER AGREEMENT

This agreement made and entered into this _____ day of _____, by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of Buckner herein after referred to as USER AGENCY.

1. **PURPOSE**

This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

2. **BLUE SPRINGS RESPONSIBILITIES**

A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.

B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to need medical treatment until after said potential prisoner has been seen, treated, and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.

C. BLUE SPRINGS reserves the right to refuse to accept any prisoner if USER AGENCY does not provide the necessary paperwork and/or notification to perform intake and bonding functions as listed in USER AGENCY RESPONSIBILITIES (Subsection D)

D. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering the DETENTION FACILITY.

E. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCYS prisoners.

F. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However,

the USER AGENCY may provide or pay for any special dietary meals required by USER AGENCYS prisoner.

G. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

3. **USER AGENCY RESPONSIBILITIES**

A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.

B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner within ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS including, but not limited to the following:

1. Space is needed in the DETENTION FACILITY for BLUE SPRINGS.
2. Said prisoner has been determined to be injured or sick.
3. Said prisoner has been determined to be violent.
4. Said prisoner appears to department personnel to be mentally disturbed.
5. Said prisoner is physically disabled.
6. Unforeseen exigent circumstances.

C. If said prisoner is not picked up or released by the USER AGENCY within ninety (90) minutes, said prisoner shall be released without bond. Notification will be made to the USER AGENCY and documented in the DETENTION FACILITY.

D. USER AGENCY will provide all documents and/or notifications to include disposition of all warrants, intake forms, charges, citations, and all necessary paperwork needed to perform intake and bonding functions as appropriate. USER AGENCY will adhere to and comply with all state and federal laws.

E. USER AGENCY'S arresting/transporting officer will maintain custody of said prisoner until notification has been made of prisoner acceptance.

F. USER AGENCY will be responsible to search all prisoners prior to entering DETENTION FACILITY. Any contraband found by DETENTION FACILITY personnel will be documented and returned to USER AGENCY.

G. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.

H. USER AGENCY will be responsible for all civil and legal processes regarding their prisoners.

4. **CHARGES FOR SERVICE**

USER AGENCY agrees to pay BLUE SPRINGS forty-five dollars ($45.00) per twenty-four (24) hour period or portion thereof per prisoner for each prisoner housed in the DETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay

said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

5. **INDEMNIFICATION**

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

B. The City agrees, to the extent permissible by law, to indemnify and hold harmless the User Agency and the User Agency's 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. City shall indemnify, to the extent permissible by law, User Agency and User Agency's Police Department against legal liability for damages arising out of claims by City's employees.

D. City shall have no obligation to defend, indemnify, or hold harmless the User Agency or User Agency's Police Department or any User Agency or User Agency's Police Department officials or employees for any claim arising out of a negligent act or intentional misconduct on the part of a User Agency or User Agency's Police Department official or employee.

6. **TERMS OF AGREEMENT**

This agreement will become effective on th ___ day of _____, 20___, and shall remain in effect for one (1) year from date of execution but said agreement shall automatically renew annually unless either party gives the other thirty (30) days' notice of its intent to not renew for a period of (5) years. Either party to this agreement may cancel this agreement upon thirty (30) days written notice.

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

CITY OF BLUE SPRINGS, MISSOURI

By _____
Christine Cates, City Administrator

USER AGENCY

By _____
Chief Administrative Officer

APPROVED AS TO FORM:

By _____
City Attorney

Introduced by Councilmember _____ BILL NO. 5180

ORDINANCE NO. ____

AN ORDINANCE APPROVING A DETENTION FACILITY USER AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE CITY OF GRAIN VALLEY FOR USE OF THE BLUE SPRINGS POLICE DEPARTMENT DETENTION FACILITY

WHEREAS, the City of Blue Springs Police Department maintains a detention facility that may be used on a temporary basis to house adult prisoners of other municipalities or government agencies; and

WHEREAS, the City of Grain Valley is in need of a place to house prisoners on a temporary basis; and

WHEREAS, it is recommended by the Blue Springs Police Department that the Detention Facility User Agreement setting forth the terms be approved.

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 Detention Facility User Agreement between the City of Blue Springs and the City of Grain Valley for use of the Blue Springs Police Department Detention Facility in the amount of $40.00 per 24-hour period per prisoner. A copy of the Agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

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 5th day ofFebruary 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

EFFECTIVE DATE: February 6, 2024	TERMINATION DATE: February 5, 2029	CONTRACT NUMBER:

CITY	USER AGENCY
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	City of Grain Valley 711 Main ST. Grain Valley, MO 64029
Attention: Chief Bob Muenz	Attention: Chief Ed Turner
Department: Police	Phone: 816-847-6250
Phone: 816-228-0171	Tax ID Number: 12489573

DETENTION FACILITY USER AGREEMENT

This agreement made and entered into this _____ day of _____ by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of _____ herein after referred to as USER AGENCY.

1. **PURPOSE**

This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

2. **BLUE SPRINGS RESPONSIBILITIES**

A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.

B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to need medical treatment until after said potential prisoner has been seen, treated, and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.

C. BLUE SPRINGS reserves the right to refuse to accept any prisoner if USER AGENCY does not provide the necessary paperwork and/or notification to perform intake and bonding functions as listed in USER AGENCY RESPONSIBILITIES (Subsection 3)

D. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering the DETENTION FACILITY.

E. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCYS prisoners.

F. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However,

the USER AGENCY may provide or pay for any special dietary meals required by USER AGENCYS prisoner.

G. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

3. **USER AGENCY RESPONSIBILITIES**

A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.

B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner within ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS including, but not limited to the following:

1. Space is needed in the DETENTION FACILITY for BLUE SPRINGS.

2. Said prisoner has been determined to be injured or sick.

3. Said prisoner has been determined to be violent.

4. Said prisoner appears to department personnel to be in an extreme mental crisis.

5. Said prisoner is physically disabled.

6. Unforeseen exigent circumstances.

C. USER AGENCY will provide adequate prior notification to the DETENTION FACILITY prior to bringing a prisoner to the DETENTION FACILITY.

D. USER AGENCY will provide all documents and/or notifications to include disposition and/or confirmation of all warrants to include other agency warrants, intake forms, charges, citations, and all necessary paperwork needed to perform intake and bonding functions as appropriate. USER AGENCY will adhere to and comply with all state and federal laws.

E. USER AGENCY'S arresting/transporting officer will maintain custody of said prisoner until notification has been made of prisoner acceptance.

F. USER AGENCY will limit prisoner property to reasonable items. Large or excessive amounts of prisoner property will not be accepted.

G. USER AGENCY will be responsible to search all prisoners prior to entering DETENTION FACILITY. Any contraband found by DETENTION FACILITY personnel will be documented and returned to USER AGENCY.

H. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.

I. USER AGENCY will be responsible for all civil and legal processes regarding their prisoners.

4. **CHARGES FOR SERVICE**

USER AGENCY agrees to pay BLUE SPRINGS forty-five dollars ($45.00) per twenty-four (24) hour period or portion thereof per prisoner for each prisoner housed in the DETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

5. **INDEMNIFICATION**

To the extent permitted by law, USER AGENCY agrees to indemnify and hold harmless BLUE SPRINGS and its agents, servants, and employees from and against any and all claims, demands, actions, suits, judgments and proceedings by others and against all liability including, but not limited to, any liability for damages, attorney fees or costs by reason of or arising out of any false arrest, false imprisonment, or any loss, cost, expensive and damage resulting there from, arising out of or in connection with this agreement. Nothing in this agreement shall be deemed or construed to be a waiver of any legal immunity USER AGENCY or BLUE SPRINGS is entitled to.

6. **TERMS OF AGREEMENT**

This agreement will become effective on the _____ day of _____, 20___, and shall remain in effect for one (1) year from date of execution but said agreement shall automatically renew annually unless either party gives the other thirty (30) days' notice of its intent to not renew for a period of (5) years. Either party to this agreement may cancel this agreement upon thirty (30) days written notice.

7. **SEVERABILITY**

If any term or provision of this agreement is held invalid or unenforceable, the remainder of this agreement will be considered valid and enforceable to the fullest extent permitted by law.

8. **CHOICE OF LAW**

This agreement shall be governed and interpreted by the laws of the State of Missouri. Any action or suit brough pursuant to this agreement shall be brought in the Circuit Court of Jackson County, Missouri or the Federal District Court for the Western District of Missouri, as appropriate.

9. **AMENDMENTS AND MODIFICATIONS**

This agreement represents the entire agreement between City and Contractor with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Any amendments or modifications of this agreement shall be in writing, with mutual consent of both parties.

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

CITY OF BLUE SPRINGS, MISSOURI

By _____
Christine Cates, City Administrator

USER AGENCY

By _____
Chief Administrative Officer

APPROVED AS TO FORM:

By _____
City Attorney

Introduced by Councilmember _____ BILL NO. 5181

ORDINANCE NO. ____

AN ORDINANCE APPROVING A DETENTION FACILITY USER AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE CITY OF GREENWOOD FOR USE OF THE BLUE SPRINGS POLICE DEPARTMENT DETENTION FACILITY

WHEREAS, the City of Blue Springs Police Department maintains a detention facility that may be used on a temporary basis to house adult prisoners of other municipalities or government agencies; and

WHEREAS, the City of Greenwood is in need of a place to house prisoners on a temporary basis; and

WHEREAS, it is recommended by the Blue Springs Police Department that the Detention Facility User Agreement setting forth the terms be approved.

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 Detention Facility User Agreement between the City of Blue Springs and the City of Greenwood for use of the Blue Springs Police Department Detention Facility in the amount of $40.00 per 24 hour period per prisoner. A copy of the Agreement is attached hereto as Exhibit “A” and is incorporated herein.

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

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 5th day of February 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

EFFECTIVE DATE: February 6, 2024	TERMINATION DATE: February 5, 2029	CONTRACT NUMBER:

CITY	USER AGENCY
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	City of Greenwood Police Department 709 W Main Street Greenwood, MO 64034
Attention: Chief Bob Muenz	Attention: Chief Mitch Armer
Department: Police	Phone: 816-537-5020 X111
Phone: 816-228-0171	Tax ID Number: 12489719

DETENTION FACILITY USER AGREEMENT

This agreement made and entered into this _____ day of ___ __ by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of Greenwood herein after referred to as USER AGENCY.

1. **PURPOSE**

This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

2. **BLUE SPRINGS RESPONSIBILITIES**

A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.

B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to need medical treatment until after said potential prisoner has been seen, treated, and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.

C. BLUE SPRINGS reserves the right to refuse to accept any prisoner if USER AGENCY does not provide the necessary paperwork and/or notification to perform intake and bonding functions as listed in USER AGENCY RESPONSIBILITIES (Subsection D)

D. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering the DETENTION FACILITY.

E. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCYS prisoners.

F. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However,

the USER AGENCY may provide or pay for any special dietary meals required by USER AGENCYS prisoner.

G. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

3. **USER AGENCY RESPONSIBILITIES**

A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.

B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner within ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS including, but not limited to the following:

1. Space is needed in the DETENTION FACILITY for BLUE SPRINGS.
2. Said prisoner has been determined to be injured or sick.
3. Said prisoner has been determined to be violent.
4. Said prisoner appears to department personnel to be in an extreme mental crisis.
5. Said prisoner is physically disabled.
6. Unforeseen exigent circumstances.

C. USER AGENCY will provide adequate prior notification to the DETENTION FACILITY prior to bringing a prisoner to the DETENTION FACILITY.

D. USER AGENCY will provide all documents and/or notifications to include disposition and/or confirmation of all warrants to include other agency warrants, intake forms, charges, citations, and all necessary paperwork needed to perform intake and bonding functions as appropriate. USER AGENCY will adhere to and comply with all state and federal laws.

E. USER AGENCY'S arresting/transporting officer will maintain custody of said prisoner until notification has been made of prisoner acceptance.

F. USER AGENCY will limit prisoner property to reasonable items. Large or excessive amounts of prisoner property will not be accepted.

G. USER AGENCY will be responsible to search all prisoners prior to entering DETENTION FACILITY. Any contraband found by DETENTION FACILITY personnel will be documented and returned to USER AGENCY.

H. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.

I. USER AGENCY will be responsible for all civil and legal processes regarding their prisoners.

4. **CHARGES FOR SERVICE**

USER AGENCY agrees to pay BLUE SPRINGS forty-five dollars ($45.00) per twenty-four (24) hour period or portion thereof per prisoner for each prisoner housed in the DETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

5. **INDEMNIFICATION**

USER AGENCY agrees to indemnify and hold harmless BLUE SPRINGS and its agents, servants, and employees from and against any and all claims, demands, actions, suits, judgments and proceedings by others and against all liability including, but not limited to, any liability for damages, attorney fees or costs by reason of or arising out of any false arrest, false imprisonment, or any loss, cost, expensive and damage resulting there from, arising out of or in connection with this agreement.

6. **TERMS OF AGREEMENT**

This agreement will become effective on the _____ day of _____, 20___, and shall remain in effect for one (1) year from date of execution but said agreement shall automatically renew annually unless either party gives the other thirty (30) days' notice of its intent to not renew for a period of (5) years. Either party to this agreement may cancel this agreement upon thirty (30) days written notice.

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

CITY OF BLUE SPRINGS, MISSOURI

By _____
Christine Cates, City Administrator

USER AGENCY

By _____
Chief Administrative Officer

APPROVED AS TO FORM:

By _____
City Attorney

Introduced by Councilmember _____ BILL NO. 5182

ORDINANCE NO. ____

AN ORDINANCE APPROVING A DETENTION FACILITY USER AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE CITY OF LAKE LOTAWANA FOR USE OF THE BLUE SPRINGS POLICE DEPARTMENT DETENTION FACILITY

WHEREAS, the City of Blue Springs Police Department maintains a detention facility that may be used on a temporary basis to house adult prisoners of other municipalities or government agencies; and

WHEREAS, the City of Lake Lotawana is in need of a place to house prisoners on a temporary basis; and

WHEREAS, it is recommended by the Blue Springs Police Department that the Detention Facility User Agreement setting forth the terms be approved.

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 Detention Facility User Agreement between the City of Blue Springs and the City of Lake Lotawana for use of the Blue Springs Police Department Detention Facility in the amount of $40.00 per 24 hour period per prisoner. A copy of the Agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

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 5th day of February 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

EFFECTIVE DATE: February 6, 2024	TERMINATION DATE: February 5, 2029	CONTRACT NUMBER:

CITY	USER AGENCY
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	Lake Lotawana Police Department 100 Lake Lotawana Drive Lake Lotawana, MO 64086
Attention: Chief Bob Muenz	Attention: Janie McCain
Department: Police	Phone: 816-578-4333
Phone: 816-228-0171	Tax ID Number: 44-6005974

DETENTION FACILITY USER AGREEMENT

This agreement made and entered into this _____ day of _____ by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of Lake Lotawana herein after referred to as USER AGENCY.

1. **PURPOSE**

   This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

2. **BLUE SPRINGS RESPONSIBILITIES**

   A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.

   B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to need medical treatment until after said potential prisoner has been seen, treated, and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.

   C. BLUE SPRINGS reserves the right to refuse to accept any prisoner if USER AGENCY does not provide the necessary paperwork and/or notification to perform intake and bonding functions as listed in USER AGENCY RESPONSIBILITIES (Subsection D)

   D. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering the DETENTION FACILITY.

   E. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCYS prisoners.

   F. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However,

the USER AGENCY may provide or pay for any special dietary meals required by USER AGENCYS prisoner.

G. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

3. **USER AGENCY RESPONSIBILITIES**

A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.

B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner within ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS including, but not limited to the following:

1. Space is needed in the DETENTION FACILITY for BLUE SPRINGS.
2. Said prisoner has been determined to be injured or sick.
3. Said prisoner has been determined to be violent.
4. Said prisoner appears to department personnel to be in an extreme mental crisis.
5. Said prisoner is physically disabled.
6. Unforeseen exigent circumstances.

C. USER AGENCY will provide adequate prior notification to the DETENTION FACILITY prior to bringing a prisoner to the DETENTION FACILITY.

D. USER AGENCY will provide all documents and/or notifications to include disposition and/or confirmation of all warrants to include other agency warrants, intake forms, charges, citations, and all necessary paperwork needed to perform intake and bonding functions as appropriate. USER AGENCY will adhere to and comply with all state and federal laws.

E. USER AGENCY'S arresting/transporting officer will maintain custody of said prisoner until notification has been made of prisoner acceptance.

F. USER AGENCY will limit prisoner property to reasonable items. Large or excessive amounts of prisoner property will not be accepted.

G. USER AGENCY will be responsible to search all prisoners prior to entering DETENTION FACILITY. Any contraband found by DETENTION FACILITY personnel will be documented and returned to USER AGENCY.

H. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.

I. USER AGENCY will be responsible for all civil and legal processes regarding their prisoners.

4. **CHARGES FOR SERVICE**

USER AGENCY agrees to pay BLUE SPRINGS forty-five dollars ($45.00) per twenty-four (24) hour period or portion thereof per prisoner for each prisoner housed in the DETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

5. **INDEMNIFICATION**

USER AGENCY agrees to indemnify and hold harmless BLUE SPRINGS and its agents, servants, and employees from and against any and all claims, demands, actions, suits, judgments and proceedings by others and against all liability including, but not limited to, any liability for damages, attorney fees or costs by reason of or arising out of any false arrest, false imprisonment, or any loss, cost, expensive and damage resulting there from, arising out of or in connection with this agreement.

6. **TERMS OF AGREEMENT**

This agreement will become effective on the 1 day of July, 2024 and shall remain in effect for one (1) year from date of execution but said agreement shall automatically renew annually unless either party gives the other thirty (30) days' notice of its intent to not renew for a period of (5) years. Either party to this agreement may cancel this agreement upon thirty (30) days written notice.

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

CITY OF BLUE SPRINGS, MISSOURI

By _____
Christine Cates, City Administrator

APPROVED AS TO FORM:

By _____
City Attorney

USER AGENCY

By _____
Chief Administrative Officer

Introduced by Councilmember _____ BILL NO. 5183

ORDINANCE NO. ____

AN ORDINANCE APPROVING A DETENTION FACILITY USER AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE CITY OF LAKE TAPAWINGO FOR USE OF THE BLUE SPRINGS POLICE DEPARTMENT DETENTION FACILITY

WHEREAS, the City of Blue Springs Police Department maintains a detention facility that may be used on a temporary basis to house adult prisoners of other municipalities or government agencies; and

WHEREAS, the City of Lake Tapawingo is in need of a place to house prisoners on a temporary basis; and

WHEREAS, it is recommended by the Blue Springs Police Department that the Detention Facility User Agreement setting forth the terms be approved.

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 Detention Facility User Agreement between the City of Blue Springs and the City of Lake Tapawingo for use of the Blue Springs Police Department Detention Facility in the amount of $40.00 per 24 hour period per prisoner. A copy of the Agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

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 5th day of February 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

EFFECTIVE DATE: February 6, 2024	TERMINATION DATE: February 5, 2029	CONTRACT NUMBER:

CITY	USER AGENCY
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	City of Lake Tapawingo 144 Anchor DR Lake Tapawingo MO 64015
Attention: Chief Bob Muenz	Attention: Chief Taylor
Department: Police	Phone: 816 224 6645
Phone: 816-228-0171	Tax ID Number: 13707736

DETENTION FACILITY USER AGREEMENT

This agreement made and entered into this _____ day of _____, by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of Lake Tapawingo herein after referred to as USER AGENCY.

1. **PURPOSE**
   This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

2. **BLUE SPRINGS RESPONSIBILITIES**
   A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.

   B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to need medical treatment until after said potential prisoner has been seen, treated, and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.

   C. BLUE SPRINGS reserves the right to refuse to accept any prisoner if USER AGENCY does not provide the necessary paperwork and/or notification to perform intake and bonding functions as listed in USER AGENCY RESPONSIBILITIES (Subsection D)

   D. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering the DETENTION FACILITY.

   E. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCYS prisoners.

   F. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However,

the USER AGENCY may provide or pay for any special dietary meals required by USER AGENCYS prisoner.

G. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

3. **USER AGENCY RESPONSIBILITIES**

A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.

B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner within ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS including, but not limited to the following:

1. Space is needed in the DETENTION FACILITY for BLUE SPRINGS.
2. Said prisoner has been determined to be injured or sick.
3. Said prisoner has been determined to be violent.
4. Said prisoner appears to department personnel to be in an extreme mental crisis.
5. Said prisoner is physically disabled.
6. Unforeseen exigent circumstances.

C. USER AGENCY will provide adequate prior notification to the DETENTION FACILITY prior to bringing a prisoner to the DETENTION FACILITY.

D. USER AGENCY will provide all documents and/or notifications to include disposition and/or confirmation of all warrants to include other agency warrants, intake forms, charges, citations, and all necessary paperwork needed to perform intake and bonding functions as appropriate. USER AGENCY will adhere to and comply with all state and federal laws.

E. USER AGENCY'S arresting/transporting officer will maintain custody of said prisoner until notification has been made of prisoner acceptance.

F. USER AGENCY will limit prisoner property to reasonable items. Large or excessive amounts of prisoner property will not be accepted.

G. USER AGENCY will be responsible to search all prisoners prior to entering DETENTION FACILITY. Any contraband found by DETENTION FACILITY personnel will be documented and returned to USER AGENCY.

H. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.

I. USER AGENCY will be responsible for all civil and legal processes regarding their prisoners.

4. **CHARGES FOR SERVICE**

USER AGENCY agrees to pay BLUE SPRINGS forty-five dollars ($45.00) per twenty-four (24) hour period or portion thereof per prisoner for each prisoner housed in the DETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

5. **INDEMNIFICATION**

USER AGENCY agrees to indemnify and hold harmless BLUE SPRINGS and its agents, servants, and employees from and against any and all claims, demands, actions, suits, judgments and proceedings by others and against all liability including, but not limited to, any liability for damages, attorney fees or costs by reason of or arising out of any false arrest, false imprisonment, or any loss, cost, expensive and damage resulting there from, arising out of or in connection with this agreement.

6. **TERMS OF AGREEMENT**

This agreement will become effective on the _ day of _____, 2024, and shall remain in effect for one (1) year from date of execution but said agreement shall automatically renew annually unless either party gives the other thirty (30) days notice of its intent to not renew for a period of (5) years. Either party to this agreement may cancel this agreement upon thirty (30) days written notice.

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

CITY OF BLUE SPRINGS, MISSOURI

By _____
Christine Cates, City Administrator

USER AGENCY

By Chief Tammie Taylor
Chief Administrative Officer

APPROVED AS TO FORM:

By _____
City Attorney

Introduced by Councilmember _____ BILL NO. 5184

ORDINANCE NO. ____

AN ORDINANCE APPROVING A DETENTION FACILITY USER AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE CITY OF LONE JACK FOR USE OF THE BLUE SPRINGS POLICE DEPARTMENT DETENTION FACILITY

WHEREAS, the City of Blue Springs Police Department maintains a detention facility that may be used on a temporary basis to house adult prisoners of other municipalities or government agencies; and

WHEREAS, the City of Lone Jack is in need of a place to house prisoners on a temporary basis; and

WHEREAS, it is recommended by the Blue Springs Police Department that the Detention Facility User Agreement setting forth the terms be approved.

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 Detention Facility User Agreement between the City of Blue Springs and the City of Lone Jack for use of the Blue Springs Police Department Detention Facility in the amount of $40.00 per 24 hour period per prisoner. A copy of the Agreement is attached hereto as Exhibit “A” and is incorporated herein.

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

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 5th day of February 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Rev. 2/14/2023

EXHIBIT A

EFFECTIVE DATE: February 6, 2024	TERMINATION DATE: February 5, 2029	CONTRACT NUMBER:

CITY	USER AGENCY
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**City of Lone Jack** **207 N Bynum Rd** **Lone Jack, Mo. 64070**
Attention: Chief Bob Muenz	Attention: Chief Tim Cosner
Department: Police	Phone: 816-697-2417
Phone: 816-228-0171	Tax ID Number: 43-1235384

DETENTION FACILITY USER AGREEMENT

This agreement made and entered into this _____ day of _____ by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of _____ herein after referred to as USER AGENCY.

1. **PURPOSE**

This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

2. **BLUE SPRINGS RESPONSIBILITIES**

A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.

B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to need medical treatment until after said potential prisoner has been seen, treated, and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.

C. BLUE SPRINGS reserves the right to refuse to accept any prisoner if USER AGENCY does not provide the necessary paperwork and/or notification to perform intake and bonding functions as listed in USER AGENCY RESPONSIBILITIES (Subsection D)

D. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering the DETENTION FACILITY.

E. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCYS prisoners.

F. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However,

the USER AGENCY may provide or pay for any special dietary meals required by USER AGENCYS prisoner.

G. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

3. **USER AGENCY RESPONSIBILITIES**

A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.

B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner within ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS ncluding, but not limited to the following:

1. Space is needed in the DETENTION FACILITY for BLUE SPRINGS.
2. Said prisoner has been determined to be injured or sick.
3. Said prisoner has been determined to be violent.
4. Said prisoner appears to department personnel to be in an extreme mental crisis.
5. Said prisoner is physically disabled.
6. Unforeseen exigent circumstances.

C. USER AGENCY will provide adequate prior notification to the DETENTION FACILITY prior to bringing a prisoner to the DETENTION FACILITY.

D. USER AGENCY will provide all documents and/or notifications to include disposition and/or confirmation of all warrants to include other agency warrants, intake forms, charges, citations, and all necessary paperwork needed to perform intake and bonding functions as appropriate. USER AGENCY will adhere to and comply with all state and federal laws.

E. USER AGENCY'S arresting/transporting officer will maintain custody of said prisoner until notification has been made of prisoner acceptance.

F. USER AGENCY will limit prisoner property to reasonable items. Large or excessive amounts of prisoner property will not be accepted.

G. USER AGENCY will be responsible to search all prisoners prior to entering DETENTION FACILITY. Any contraband found by DETENTION FACILITY personnel will be documented and returned to USER AGENCY.

H. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.

I. USER AGENCY will be responsible for all civil and legal processes regarding their prisoners.

4. **CHARGES FOR SERVICE**

USER AGENCY agrees to pay BLUE SPRINGS forty-five dollars ($45.00) per twenty-four (24) hour period or portion thereof per prisoner for each prisoner housed in the DETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

5. **INDEMNIFICATION**

USER AGENCY agrees to indemnify and hold harmless BLUE SPRINGS and its agents, servants, and employees from and against any and all claims, demands, actions, suits, judgments and proceedings by others and against all liability including, but not limited to, any liability for damages, attorney fees or costs by reason of or arising out of any false arrest, false imprisonment, or any loss, cost, expensive and damage resulting there from, arising out of or in connection with this agreement.

6. **TERMS OF AGREEMENT**

This agreement will become effective on the _____ day of _____, 20___, and shall remain in effect for one (1) year from date of execution but said agreement shall automatically renew annually unless either party gives the other thirty (30) days' notice of its intent to not renew for a period of (5) years. Either party to this agreement may cancel this agreement upon thirty (30) days written notice.

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

CITY OF BLUE SPRINGS, MISSOURI

By _____
Christine Cates, City Administrator

USER AGENCY

By _____
Chief Administrative Officer

APPROVED AS TO FORM:

By _____
City Attorney

Introduced by Councilmember _____ BILL NO. 5185

ORDINANCE NO. ____

AN ORDINANCE APPROVING A DETENTION FACILITY USER AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE CITY OF OAK GROVE FOR USE OF THE BLUE SPRINGS POLICE DEPARTMENT DETENTION FACILITY

WHEREAS, the City of Blue Springs Police Department maintains a detention facility that may be used on a temporary basis to house adult prisoners of other municipalities or government agencies; and

WHEREAS, the City of Oak Grove is in need of a place to house prisoners on a temporary basis; and

WHEREAS, it is recommended by the Blue Springs Police Department that the Detention Facility User Agreement setting forth the terms be approved.

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 Detention Facility User Agreement between the City of Blue Springs and the City of Oak Grove for use of the Blue Springs Police Department Detention Facility in the amount of $40.00 per 24-hour period per prisoner. A copy of the Agreement is attached hereto as Exhibit “A” and is incorporated herein.

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

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 5th day of February 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Rev. 2/14/2023

EXHIBIT A

EFFECTIVE DATE: February 6, 2024	TERMINATION DATE: February 5, 2029	CONTRACT NUMBER:

CITY	USER AGENCY
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	City of Oak Grove 2110 S. Broadway Oak Grove, MO 64075
Attention: Chief Bob Muenz	Attention: Chief Mike Childs
Department: Police	Phone: 816-690-3773
Phone: 816-228-0171	Tax ID Number: 44-6000237

DETENTION FACILITY USER AGREEMENT

This agreement made and entered into this _____ day of _____ by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of Oak Grove herein after referred to as USER AGENCY.

1. **PURPOSE**

This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

2. **BLUE SPRINGS RESPONSIBILITIES**

A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.

B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to need medical treatment until after said potential prisoner has been seen, treated, and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.

C. BLUE SPRINGS reserves the right to refuse to accept any prisoner if USER AGENCY does not provide the necessary paperwork and/or notification to perform intake and bonding functions as listed in USER AGENCY RESPONSIBILITIES (Subsection D)

D. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering the DETENTION FACILITY.

E. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCYS prisoners.

F. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However,

the USER AGENCY may provide or pay for any special dietary meals required by USER AGENCYS prisoner.

G. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

3. **USER AGENCY RESPONSIBILITIES**

A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.

B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner within ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS including, but not limited to the following:

1. Space is needed in the DETENTION FACILITY for BLUE SPRINGS.

2. Said prisoner has been determined to be injured or sick.

3. Said prisoner has been determined to be violent.

4. Said prisoner appears to department personnel to be in an extreme mental crisis.

5. Said prisoner is physically disabled.

6. Unforeseen exigent circumstances.

C. USER AGENCY will provide adequate prior notification to the DETENTION FACILITY prior to bringing a prisoner to the DETENTION FACILITY.

D. USER AGENCY will provide all documents and/or notifications to include disposition and/or confirmation of all warrants to include other agency warrants, intake forms, charges, citations, and all necessary paperwork needed to perform intake and bonding functions as appropriate. USER AGENCY will adhere to and comply with all state and federal laws.

E. USER AGENCY'S arresting/transporting officer will maintain custody of said prisoner until notification has been made of prisoner acceptance.

F. USER AGENCY will limit prisoner property to reasonable items. Large or excessive amounts of prisoner property will not be accepted.

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H. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.

I. USER AGENCY will be responsible for all civil and legal processes regarding their prisoners.

4. **CHARGES FOR SERVICE**

USER AGENCY agrees to pay BLUE SPRINGS forty-five dollars ($45.00) per twenty-four (24) hour period or portion thereof per prisoner for each prisoner housed in the DETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

5. **INDEMNIFICATION**

USER AGENCY agrees to indemnify and hold harmless BLUE SPRINGS and its agents, servants, and employees from and against any and all claims, demands, actions, suits, judgments and proceedings by others and against all liability including, but not limited to, any liability for damages, attorney fees or costs by reason of or arising out of any false arrest, false imprisonment, or any loss, cost, expensive and damage resulting there from, arising out of or in connection with this agreement.

6. **TERMS OF AGREEMENT**

This agreement will become effective on the ____ day of _____, 20__, and shall remain in effect for one (1) year from date of execution but said agreement shall automatically renew annually unless either party gives the other thirty (30) days' notice of its intent to not renew for a period of (5) years. Either party to this agreement may cancel this agreement upon thirty (30) days written notice.

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

CITY OF BLUE SPRINGS, MISSOURI

By _____
Christine Cates, City Administrator

APPROVED AS TO FORM:

By _____
City Attorney

USER AGENCY

By _____
Chief Administrative Officer