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

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

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

Invocation and Pledge of Allegiance

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

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

   a. Minutes of the November 18, 2024 City Council meeting
   b. Approve Board and Commission Appointments – Economic Development Council – **Continued from November 18**
   c. Resolution No. 96-2024 approving a purchase of five 2026 Freightliners with snow outfit
   d. Resolution No. 97-2024 approving a purchase of a patch truck
   e. Resolution No. 98-2024 approving a contract for silt removal from Railroad Lake
   f. Resolution No. 99-2024 approving a purchase of nine Felling trailers
   g. Resolution No. 100-2024 approving a disposition of records
   h. Approve Board and Commission Appointment – Public Art Commission
   i. Resolution No. 101-2024 approving a purchase of Microsoft licenses
   j. Resolution No. 102-2024 approving a purchase of a truck with snow outfit
   k. Resolution No. 103-2024 approving a contract for architectural design services and construction oversight for the 12th Street extension project
   l. Resolution No. 104-2024 approving Task Order #4 for Main Street Streetscape Improvements and Water Main Replacement

4. Proclamation for Blue Springs South High School Cheer

5. Discussion – Code Amendment related to seatbelts and texting

6. Motion to direct staff regarding a Code Amendment related to seatbelts and texting

7. Visitors

8. Councilmember Comments

9. Mayoral Announcements

10. **Executive Session** – Discussion related to Real Estate pursuant to Section 610.021 (2)

Miscellaneous Items

Charter Review Commission Meeting – Wednesday, December 4, 6:00 PM
Community Development Block Grant Advisory Committee Meeting – Thursday, December 5, 6:00 PM
Planning Commission Meeting – Tuesday, December 9, 6:30 PM
Public Arts Commission Meeting – Wednesday, December 11, 4:00 PM
City Council Meeting – Monday, December 16, 6:00 PM
Economic Development Council Meeting – Wednesday, December 18, 8:15 AM
Charter Review Commission Meeting – Wednesday, December 18, 6:00 PM
Christmas Eve – **City Offices Closed –** Tuesday, December 24
Christmas Day – **City Offices Closed –** Wednesday, December 25
New Year's Day – **City Offices Closed –** Wednesday, January 1
City Council Meeting – Monday, January 6, 6:00 PM

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

Land Bank – 2023-24 Annual Report, *Received November 18, 2024*

This Agenda was posted at City Hall and on the City's website on Tuesday, November 26, 2024.

Erin Ford
City Clerk

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

FROM: Christine Cates
City Administrator

DATE: November 26, 2024

SUBJECT: Agenda Explanations

Item 3b – Board and Commission Appointments – Economic Development Council
Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. A list of appointments to the Economic Development Council which were continued from the November 18, 2024 City Council meeting is submitted for approval. Refer to Council Information Form from Assistant to the City Administrator Sheryl Morgan for additional information.

Item 3c – Purchase of Five Freightliners with Snow Outfit
Adopt a Resolution approving a purchase in the amount of $1,100,173 from Premier Truck Group of Kansas City and American Equipment Co. for five 2026 Freightliners with Snow Outfit, CIP Project ST-24 and Vehicle Replacement Program. Refer to Council Information Form from Public Works Superintendent Nate Lea for additional information.

Item 3d – Purchase of a Patch Truck
Adopt a Resolution approving a purchase in the amount of $272,680.75 from Bergkamp Incorporated for a Patch Truck through the Vehicle Replacement Program. Refer to Council Information Form from Public Works Superintendent Nate Lea for additional information.

Item 3e – Contract for Silt Removal at Railroad Lake
Adopt a Resolution approving a contract not to exceed $370,000 with Icon Grading & Construction, Inc. for silt removal from Railroad Lake at Rotary Park. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3f – Purchase of Nine Felling trailers
Adopt a Resolution approving a purchase in the amount of $183,553.72 from Murphy Tractor & Equipment Company Inc. for nine Felling trailers through the Vehicle Replacement Program. Refer to Council Information Form from Public Works Superintendent Nate Lea for additional information.

Item 3g – Disposition of Records
Adopt a Resolution to approve the disposition of Information Technology and Public Works Department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016

and in accordance with the Missouri Secretary of State's records retention guidelines. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3h – Board and Commission Appointment – Public Art Commission
Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. An appointment to the Public Art Commission is submitted to the Council for approval. Refer to Council Information Form from Assistant to the City Administrator Sheryl Morgan for additional information.

Item 3i – Microsoft License Purchase
Adopt a Resolution approving a purchase in the amount not to exceed $95,000 from Logicalis Inc for one year Microsoft Licenses. Refer to Council Information Form from Information Technology Director William Jakubec for additional information.

Item 3j – Truck and Snow Outfit Purchase
Adopt a Resolution approving a purchase in the amount of $112,850.99 from Shawnee Mission Ford and Viking-Cives Midwest, Inc. for a 2024 Ford F-550 Cab and Chassis with Snow Outfitting, CIP ST-26. Refer to Council Information Form from Public Works Superintendent Nate Lea for additional information.

Item 3k – Contract for Services related to 12th Street Extension
Adopt a Resolution approving a contract in the amount of $421,600 with Stantec Consulting Services, Inc., for architectural design services and construction oversight related to the 12th Street extension project. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3l – Task Order #4 for Main Street Streetscape and Water Main Replacement
Adopt a Resolution approving Task Order #4 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran for Main Street Streetscape Improvements and Water Main Replacement in the amount of $575,400. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 5 & 6 – Discussion of Code related to Seatbelts and Texting
Councilmembers Kaylor and Ericson will lead a discussion regarding amending Sections 340.350 Electronic Communication Device, Use Of While Driving Prohibited and 385.050 Seat Belts, of the Code of Ordinances City of Blue Springs, Missouri to allow these offenses to be a primary basis for a stop or detention. Upon conclusion of the discussion, a motion may be in order to direct staff to draft amended ordinances to implement these changes. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
November 18, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, November 18, 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 Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

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

INVOCATION AND PLEDGE

Pastor Michael Scott with The Table gave the invocation and Councilmember Culpepper led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:01 p.m. The City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

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

- Minutes of the November 4, 2024 City Council Meeting.
- **Resolution No. 94-2024** approving a purchase in the amount of $113,655.11 from Doosan Bobcat North America, Inc. for an E60 R2-Series Bobcat Compact Excavator ($75,909.42), CIP project SAN-17, and an E88 R2-Series Bobcat Compact Excavator ($37,745.69 after trade-in), CIP project WA-04.
- **Resolution No. 95-2024** authorizing the offering for sale of General Obligation Bonds for the benefit of the City of Blue Springs, Missouri to provide funding for street projects.

The Consent Agenda was approved with the following vote:

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

ITEM 3d – BOARD AND COMMISSION APPOINTMENTS

Item 3d - Board and Commission Appointments

A list of Mayoral appointments to the City's Boards and Commissions is as follows:
Economic Development Council:
New appointments: Becky Nace (term expiring 5/2027)
Roy Boyd (term expiring 5/2026)
Zachary Harrell (term expiring 5/2026)
Becky Nace, Chair (term expiring 5/2025)

DRAFT

and was removed from the Consent Agenda at the request of Councilmember Kaylor. Councilmember Kaylor moved to continue the approval of Item 3d – Board and Commission Appointments to the December 2, 2024 City Council meeting. Motion seconded by Councilmember Ericson and carried with the following vote:

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

PRESENTATION – PROCLAMATION FOR JIM AND JACKIE FAIRBANKS

Mayor Lievsay presented a Proclamation to residents Jim and Jackie Fairbanks recognizing their years of service on various City Boards and Commissions.

PUBLIC HEARING – THE LINKS REZONING (RZ-08-24-9287) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-08-24-9288)

Mayor Lievsay reopened the Public Hearing to consider a rezoning from Agriculture-County to Planned Development-Residential/Adams Dairy Parkway-Overlay for 18.47 +/- acre property with a Planned Development Concept Plan located west of Adams Point Village PR-O and north of the Adams Pointe Golf Course for The Links at Adams Pointe at 6:08 p.m. (RZ-08-24-9287 and PDC-08-24-9288). The public hearing originally held on November 4, 2024 was continued to November 18, 2024 at the request of the City Council to allow changes to the Planned Development Concept Plan. An exhibit was entered and testimony was given during the November 4, 2024 public hearing.

The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered a second exhibit into the record.

STAFF REPORT

Associate Planner Shantele Frie reviewed the details of the proposed Rezoning and Planned Development Concept Plan and addressed questions from the Council.

APPLICANT

Applicant Chad Risinger of Risinger Development was present and available to address question from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:21 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5271 – THE LINKS REZONING (RZ-08-24-9287) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-08-24-9288)

Councilmember Culpepper introduced Bill No. 5271 approving a rezoning from Agriculture-County to Planned Development-Residential/Adams Dairy Parkway-Overlay for 18.47 +/- acre property with a Planned Development Concept Plan located west of Adams Point Village PR-O and north of the Adams Pointe Golf Course for The Links at Adams Pointe. City Clerk Erin Ford made the first reading of Bill No. 5271 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5271 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5271

Ms. Ford made the second reading of Bill No. 5271 by title. Councilmember Edmondson moved to adopt Bill No. 5271 upon its second reading and give it **ORDINANCE NO. 5378,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

PUBLIC HEARING – THE HOME DEPOT – CONDITIONAL USE PERMIT (CUP-08-24-9283)

Mayor Lievsay opened the Public Hearing to consider a Conditional Use Permit for the property zoned General Business/Adams Dairy Parkway – Overlay consisting of 11.11 +/- acres generally located at the SW corner of Adams Dairy Parkway and Coronado Drive on behalf of the property owner, The Home Depot, at 6:22 p.m. (CUP-08-24-9283). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

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

APPLICANT

Andrew Gribble was present on behalf of the applicant, Kimley-Horn and Associates, and available to address questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:30 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5273 – THE HOME DEPOT – CONDITIONAL USE PERMIT (CUP-08-24-9283)

Councilmember Culpepper introduced Bill No. 5273 approving a Conditional Use Permit for the property zoned General Business/Adams Dairy Parkway – Overlay consisting of 11.11 +/- acres generally located at the SW corner of Adams Dairy Parkway and Coronado Drive on behalf of the property owner, The Home Depot. City Clerk Erin Ford made the first reading of Bill No. 5273 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5273 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5273

Ms. Ford made the second reading of Bill No. 5273 by title. Councilmember Edmondson moved to adopt Bill No. 5273 upon its second reading and give it **ORDINANCE NO. 5379** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

PUBLIC HEARING – 209 NW 11TH STREET (RZ-09-24-9341)

Mayor Lievsay opened the Public Hearing to consider a Rezoning of 0.13+/- acres of property from Light Industrial to General Business generally located northwest of the intersection of NW 11th Street and W Main Street, addressed 209 NW 11th Street at 6:32 p.m. (RZ-09-24-9341). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Associate Planner Christopher Willis reviewed the details of the proposed rezoning and addressed questions from the Council.

APPLICANT

Applicant Jaime Russell was present and available to address questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:35 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5274 – 209 NW 11TH STREET (RZ-09-24-9341)

Councilmember Culpepper introduced Bill No. 5274 approving a Rezoning of 0.13+/- acres of property from Light Industrial to General Business generally located northwest of the intersection of NW 11th Street and W Main Street, addressed 209 NW 11th Street. City Clerk Erin Ford made the first reading of Bill No. 5274 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5274 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5274

Ms. Ford made the second reading of Bill No. 5274 by title. Councilmember Edmondson moved to adopt Bill No. 5274 upon its second reading and give it **ORDINANCE NO. 5380,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

PUBLIC HEARING – VIBE – CONDITIONAL USE PERMIT (CUP-09-24-9342) – WITHDRAWN

Mayor Lievsay advised the Council that the applicant, Riley Smith, requested the consideration of a Conditional Use Permit for fine-line tattoos, a Board Art Services land use, on a property 0.13 +/- acres in size generally located at 209 NW 11th Street (CUP-09-24-9342) be withdrawn.

INTRODUCTION AND 1ST READING – BILL NO. 5275 – FACILITY USE AGREEMENT WITH METROPOLITAN COMMUNITY COLLEGE

Councilmember Culpepper introduced Bill No. 5275 approving a Facility Use Agreement between the City of Blue Springs and the Junior College District of Metropolitan Kansas City, Missouri, also known as the Metropolitan Community College. City Clerk Erin Ford made the first reading of Bill No. 5275 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5275 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried unanimously.

2ND READING – BILL NO. 5275

Ms. Ford made the second reading of Bill No. 5275 by title. Councilmember Edmondson moved to adopt Bill No. 5275 upon its second reading and give it **ORDINANCE NO. 5381,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5276 – MEMORANDUM OF UNDERSTANDING WITH CITY OF OAK GROVE FOR CENTRAL SQUARE RECORDS MANAGEMENT

Councilmember Culpepper introduced Bill No. 5276 approving a Memorandum of Understanding with the City of Oak Grove Missouri Police Department, for the shared use of the Central Square Records Management System and Computer Aided Dispatch Suite. City Clerk Erin Ford made the first reading of Bill No. 5276 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5276 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5276

Ms. Ford made the second reading of Bill No. 5276 by title. Councilmember Edmondson moved to adopt Bill No. 5276 upon its second reading and give it **ORDINANCE NO. 5382,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5277 – CODE AMENDMENT RELATING TO BACKYARD HENS

Councilmember Culpepper introduced Bill No. 5277 amending Chapter 215: Dogs, Cats, and Dangerous Animals, of the Code of Ordinances, City of Blue Springs, Missouri, adding Section 215.127: Regulation of Backyard Hens. City Clerk Erin Ford made the first reading of Bill No. 5277 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5277 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and **failed** with the following vote:

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

VISITORS Citizen Erica Knight spoke in support of backyard hens.

COUNCIL COMMENTS Councilmember Fowler mentioned the State of the School District would be presented at the Chamber of Commerce luncheon on November 21, 2024.

MAYORAL ANNOUNCEMENTS

- Congratulated Councilmember Fowler on being elected to state office.
- Thanksgiving lunch at Vesper Hall is November 22, 2024.

ADJOURNMENT At 7:03 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Fowler and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 22, 2024

SUBMITTED BY: Sheryl Morgan **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. A list of appointments to the Economic Development Council which were continued from the November 18, 2024 City Council meeting is submitted for approval.

BACKGROUND/JUSTIFICATION

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

Economic Development Council:

New Appointment:	Becky Nace (term expiring 5/2027)
	Roy Boyd (term expiring 5/2026)
	Zachary Harrell (term expiring 5/2026)
	Becky Nace, Chair (term expiring 5/2025)

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2, 2024	See above

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

N/A

REVIEWED BY:

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 6, 2024

SUBMITTED BY: Nathan Lea **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 $1,100,173 from Premier Truck Group of Kansas City and American Equipment Co. for five 2026 Freightliners with Snow Outfit, CIP Project ST-24 and Vehicle Replacement Program.

BACKGROUND/JUSTIFICATION

A Snowplow/Dump Truck was approved in the CIP Project ST-24 for the 2024-2025 fiscal year. Four additional Snowplow/Dump Trucks were approved as part of the Vehicle Replacement Program for the 2024-2025 fiscal year. The City's Public Works department secured quotations for the 2026 Freightliner Cab and Chassis through utilization of a Piggyback clause from Mo-Kan Council of Public Procurement (MKCPP) State Purchasing Contract 62-23-4, and now recommends that the City purchase five 2026 Freightliner Cab and Chassis from Premier Truck Group of Kansas City. The total for the purchase of the five Freightliner Cabs from Premier Truck Group of Kansas City is $534,268.

Three quotations were secured for five truck snow outfits from American Equipment Co., Viking-Cives Midwest, Inc., and Henderson Products, Inc. American Equipment Co. was selected based on being the lowest bidder. The total for the purchase of the five snow outfits from American Equipment Co. is $565,905.

The total for the purchase of the five 2026 Freightliners and snow outfit is $1,100,173.

The new 2026 Freightliners will be replacing existing Units 511, 687, 709, 760, and 774, which will be removed from service due to age and condition. All five 2026 Freightliners will be utilized by the City's Public Works Streets Department for snow removal.

FINANCIAL IMPACT

Contractor:	Premier Truck Group of Kansas City - $534,268 American Equipment Co. - $565,905
Amount of Request/ Contract:	$1,100,173
Amount Budgeted:	310-32000-540450 ST-24 - $220,000 310-32000-540450 - $880,340
Budget Year:	FY 2024-25
Funding Source/Account #:	310-32000-540450 ST-24 - $219,833 310-32000-540450 ST-24 - $880,340
Account Balance:	310-32000-540450 ST-24 – 220,000 310-32000-540450 Date: 11/18/2024

Additional Funds Needed:	A budget Amendment will be completed in January. These pieces of equipment were in the CIP as Unfunded.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2, 2024	September 30, 2025
Years and Months Contract in effect	**Number of times renewable**
10 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with product quotes attached as Exhibits “A,” “B” and “C.”

REVIEWED BY:

Requesting Director: ***Nathan Lea***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☐	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: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	Premier Truck Group of Kansas City 8001 Parvin Road Kansas City, MO 64161 lsetser@premiertruck.com American Equipment Co. 3250 Harvest Road Kansas City, KS 66115 sales@americanequipment.us
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 96-2024

A RESOLUTION APPROVING THE PURCHASE IN THE AMOUNT OF $1,100,173 FROM PREMIER TRUCK GROUP OF KANSAS CITY AND AMERICAN EQUIPMENT CO. FOR FIVE 2026 FREIGHTLINERS WITH SNOW OUTFIT, CIP PROJECT ST-24 AND VEHICLE REPLACEMENT PROGRAM

WHEREAS, the City of Blue Springs approved a Snowplow/Dump Truck in CIP Project ST-24 for the 2024-2025 fiscal year, as well as four additional Snowplow/Dump Trucks as a part of the Vehicle Replacement Program for the 2024-2025 fiscal year; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for 2026 Freightliners; and

WHEREAS, the Department secured quotations for the 2026 Freightliner Cab and Chassis through utilization of a Piggyback clause from Mo-Kan Council of Public Procurement (MKCPP) State Purchasing Contract 62-23-4 and now recommends that the City purchase a five 2026 Freightliner Cab and Chassis from Premier Truck Group of Kansas City for the amount of $534,268; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for Snow Outfitting for five 2026 Freightliners; and

WHEREAS, the Department received three bids and now recommends that the City purchase a Snow Outfitting for five 2026 Freightliners from American Equipment Co. in the amount of $565,905.

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:

- Five 2026 Freightliner Cab and Chassis from Premier Truck Group of Kansas City, 8001 Parvin Road, Kansas City, MO 64161, five for the amount of $534,268, as outlined in the product quotations attached hereto as Exhibit A and Exhibit B; and
- Snow Outfitting for five 2026 Freightliners from American Equipment Co., 3250 Harvest Road, Kansas City, KS 66115, for the amount of $565,905, as outlined in product quotation attached hereto as Exhibit C.

Section 2. City staff is directed to perform all tasks necessary to implement said purchase, including submitting a FY 2024-2025 budget amendment to Council for approval.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the

Mayor of Blue Springs, this 2nd day of December 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Purchase Agreement and Acknowledgement

Ver 4/2023

Premier Truck Group of Kansas City
8001 Parvin Road
Kansas City MO 64161
Phone: (816) 453-4400

Department: NEW
Contract Date: 09/04/2024
Deal Packet: DE-55015
Branch: 805
Salesperson: Lee Setser

Bill To: PROS-031500
CITY OF BLUE SPRINGS, MO.
903 W MAIN ST
BLUE SPRINGS MO 64015-3709
P:(816) 228-0110

Ship To:
CITY OF BLUE SPRINGS, MO.
903 W MAIN ST
BLUE SPRINGS, MO 64015-3709

Stock#:TBD 1 VIN:w- Ext Warr New 2026 FREIGHTLINER 108SD PLUS Price: $106,252.00

Total Price	**$106,252.00**
Documentary Fee	$400.00
Total	**$106,652.00**
Net Total	**$106,652.00**

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THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

City Administrator

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

N/A

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

Purchase Agreement and Acknowledgement

Ver 4/2023

Premier Truck Group of Kansas City
8001 Parvin Road
Kansas City MO 64161
Phone: (816) 453-4400

Department: NEW
Contract Date: 09/04/2024
Deal Packet: DE-55015
Branch: 805
Salesperson: Lee Setser

Bill To: PROS-031500
CITY OF BLUE SPRINGS, MO.
903 W MAIN ST
BLUE SPRINGS MO 64015-3709
P:(816) 228-0110

Ship To:
CITY OF BLUE SPRINGS, MO.
903 W MAIN ST
BLUE SPRINGS, MO 64015-3709

2026MY Freightliner 108SD+ Rev #2
39,000GVW
Cummins L9 300hp
Allison 3000RDS
Item #7 MACPP w-options
Add option for Ext Warranties on Cummins engine HD1 6yr/150k.
Cummins Aftertreatment Ext Warranty 6yr/150k.
Ext Towing 6yr/unlimited miles.
Total add to price of $3,405.00 for all if wanted.

Added Discount for order of 5 or more from PTG are included in quote now.

Freightliner cannot guarantee tire availability and pricing at this time. Manufacturers can add new surcharges if the need arises. PTG will have to add to the quoted price if a new price is announced. We will send email to any customer who may be affected stating price changes or swap to different tires if available.

Chassis will need to be paid in full before Viking-Cives does any upfitting on the chassis please. I will invoice when chassis leaves the factory.

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City Administrator

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N/A

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

Purchase Agreement Terms and Conditions

1. TRADE(S). Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges (whether relating to commodities, raw material, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle. Further, in the case of new Daimler Vehicles, a new vehicle sales contract with fixed pricing that exceeds a fourteen-month period requires calculation to determine whether a factory invoice surcharge will apply ("DTNA Surcharge"). This potential surcharge will be calculated according to the DTNA RMS (Daimler Trucks North America Raw Material Surcharge) Calculator beginning fourteen months from the first approval date of the DTNA deal number unless otherwise agreed in writing. The rules for calculation of the DTNA Surcharge are available at the following website: www.dtna-apps.com/rmc/. Purchaser shall be responsible for paying any applicable DTNA Surcharge.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. CANCELLATION. Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. TRANSFER LIMITATION. Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of deliver of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. SALES AND OTHER TAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehivle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including resonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of : (a) Purchaser's or others' use of the Vehicle(s) after Purchasr takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above: Initials: _____

Trade Terms and Conditions

DOCUMENTATION:

- A valid certificate of title in the name of the Dealer must be provided with each vehicle being traded in.
- The above title must show all liens filed against the truck which can be verified at time of trade.
- A valid copy of Form 2290 (Federal Highway Use Tax) showing proof of payment of all past and current taxes must be provided with each vehicle.
- If major repairs have been performed recently, copies of invoices or repair orders will be required for repair verification to prospective purchaser.

TIRES, WHEELS & BRAKES:

- Matched tread steer tires will be required to have at least 50% (11/32") original tread depth with normal tread wear patterns.
- **Matched tread drive tires must be:** ☐ **original tread only (no re-caps).** ☐ **Re-cap or original tread tires are acceptable.**
- Matched tread drive tires will be required to have a minimum of 11/32" if original tread or 15/32" tread depth if recaps. Tires must exhibit even tread wear patterns.
- All tires and wheels must be of the same size and be capable of passing at State and Federal DOT inspections.
- Brakes must have a minimum of 50% lining remaining. Vehicle braking system must be capable of passing all State and Federal DOT inspections.

EXTERIOR CONDITION:

- Vehicle's cab, hood, bumper, and air fairings (top and side) should be free of damage. If damage exists, the maximum allowable (including paint) will be $250.00.
- All cab glass must be serviceable and capable of passing all State and Federal DOT inspections.
- Frame rails must be capable of passing all State and Federal DOT inspections.

INTERIOR CONDITION:

- Cab interior controls should be in good operating condition. Seats, carpet, and upholstery should be in good condition and show no more than normal wear and tear based on the age and mileage of the vehicle.

MECHANICAL COMPONENTS:

- Engine should be free from defects and oil leaks and be capable of passing a dynamometer test for power and blow by based on specific engine manufacturers published standards.
- Vehicles electrical, HVAC, and if applicable, auxiliary power unit (APU), should be in good working order.
- Transmission, clutch, drivelines, and rear axles should be in good working condition and be capable of passing all State and Federal DOT inspections.

PAYOFF ADJUSTMENTS:

- If the payoff balance of the trade(s) should exceed the approximate payoff amount used for this transaction, the Purchaser agrees to pay the difference between the approximate payoff and the actual payoff amount of the vehicle(s) traded. If the payoff balance of the trade(s) is less than the approximate payoff amount used for this transaction, the Dealer agrees to refund the difference to the Purchaser.

DELIVERY OF TRADE(S):

☐ **The Purchaser will deliver the trade(s) to:** _____

☐ **The Dealer will pick up the trade(s) from:** _____

- This transaction will not be complete unless the trade(s) has been received per the trade terms and conditions listed above.
- The Terms of Payment conditions on Pg. 2, Section 2 of this Agreement will apply if the delivery of the trade(s) is late or delayed due to trade terms.
- Delivery of the new vehicle(s) will coincide with receipt of the trade(s) unless other delivery arrangements have been agreed to by both parties.

☐ **Other delivery arrangements:** _____

_____

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above: Initials: ☐

PTG/SL-124-2-S (7/2023)

EXHIBIT B

Purchase Agreement and Acknowledgement

Ver 4/2023

Premier Truck Group of Kansas City
8001 Parvin Road
Kansas City MO 64161
Phone: (816) 453-4400

Department: NEW
Contract Date: 09/04/2024
Deal Packet: DE-55015
Branch: 805
Salesperson: Lee Setser

Bill To: PROS-031500
CITY OF BLUE SPRINGS, MO.
903 W MAIN ST
BLUE SPRINGS MO 64015-3709
P:(816) 228-0110

Ship To:
CITY OF BLUE SPRINGS, MO.
903 W MAIN ST
BLUE SPRINGS, MO 64015-3709

Stock#:TBD 2	VIN:w- Ext Warr	New 2026 FREIGHTLINER 108SD PLUS	Price:	$106,504.00
Stock#:TBD 3	VIN:w- ext warr	New 2026 FREIGHTLINER 108SD PLUS	Price:	$106,504.00
Stock#:TBD 4	VIN:w- ext warr	New 2026 FREIGHTLINER 108SD PLUS	Price:	$106,504.00
Stock#:TBD 5	VIN:w- ext warr	New 2026 FREIGHTLINER 108SD PLUS	Price:	$106,504.00

Total Price	**$426,016.00**
Documentary Fee	$1,600.00
Total	**$427,616.00**
Net Total	**$427,616.00**

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Your business is always appreciated!

City Administrator

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

N/A

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

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Purchase Agreement and Acknowledgement

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BLUE SPRINGS MO 64015-3709
P:(816) 228-0110

Ship To:
CITY OF BLUE SPRINGS, MO.
903 W MAIN ST
BLUE SPRINGS, MO 64015-3709

2026MY Freightliner 108SD+ Rev #2
39,000GVW
Cummins L9 300hp
Allison 3000RDS
Item #7 MACPP w-options
Ext Warranties on Cummins engine HD1 6yr/150k.
Cummins Aftertreatment Ext Warranty 6yr/150k.
Ext Towing 6yr/unlimited miles.

Added Discount for order of 5 or more from PTG are included in quote now.

Freightliner cannot guarantee tire availability and pricing at this time. Manufacturers can add new surcharges if the need arises. PTG will have to add to the quoted price if a new price is announced. We will send email to any customer who may be affected stating price changes or swap to different tires if available.

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2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges (whether relating to commodities, raw material, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle. Further, in the case of new Daimler Vehicles, a new vehicle sales contract with fixed pricing that exceeds a fourteen-month period requires calculation to determine whether a factory invoice surcharge will apply ("DTNA Surcharge"). This potential surcharge will be calculated according to the DTNA RMS (Daimler Trucks North America Raw Material Surcharge) Calculator beginning fourteen months from the first approval date of the DTNA deal number unless otherwise agreed in writing. The rules for calculation of the DTNA Surcharge are available at the following website: www.dtna-apps.com/rmc/. Purchaser shall be responsible for paying any applicable DTNA Surcharge.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

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5. TRANSFER LIMITATION. Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of deliver of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. SALES AND OTHER TAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

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10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehivle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

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Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including resonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of : (a) Purchaser's or others' use of the Vehicle(s) after Purchasr takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above: Initials: _____

PTG/SL-124-2-S (7/2023)

Trade Terms and Conditions

DOCUMENTATION:

- A valid certificate of title in the name of the Dealer must be provided with each vehicle being traded in.
- The above title must show all liens filed against the truck which can be verified at time of trade.
- A valid copy of Form 2290 (Federal Highway Use Tax) showing proof of payment of all past and current taxes must be provided with each vehicle.
- If major repairs have been performed recently, copies of invoices or repair orders will be required for repair verification to prospective purchaser.

TIRES, WHEELS & BRAKES:

- Matched tread steer tires will be required to have at least 50% (11/32") original tread depth with normal tread wear patterns.
- **Matched tread drive tires must be:** ☐ **original tread only (no re-caps).** ☐ **Re-cap or original tread tires are acceptable.**
- Matched tread drive tires will be required to have a minimum of 11/32" if original tread or 15/32" tread depth if recaps. Tires must exhibit even tread wear patterns.
- All tires and wheels must be of the same size and be capable of passing at State and Federal DOT inspections.
- Brakes must have a minimum of 50% lining remaining. Vehicle braking system must be capable of passing all State and Federal DOT inspections.

EXTERIOR CONDITION:

- Vehicle's cab, hood, bumper, and air fairings (top and side) should be free of damage. If damage exists, the maximum allowable (including paint) will be $250.00.
- All cab glass must be serviceable and capable of passing all State and Federal DOT inspections.
- Frame rails must be capable of passing all State and Federal DOT inspections.

INTERIOR CONDITION:

- Cab interior controls should be in good operating condition. Seats, carpet, and upholstery should be in good condition and show no more than normal wear and tear based on the age and mileage of the vehicle.

MECHANICAL COMPONENTS:

- Engine should be free from defects and oil leaks and be capable of passing a dynamometer test for power and blow by based on specific engine manufacturers published standards.
- Vehicles electrical, HVAC, and if applicable, auxiliary power unit (APU), should be in good working order.
- Transmission, clutch, drivelines, and rear axles should be in good working condition and be capable of passing all State and Federal DOT inspections.

PAYOFF ADJUSTMENTS:

- If the payoff balance of the trade(s) should exceed the approximate payoff amount used for this transaction, the Purchaser agrees to pay the difference between the approximate payoff and the actual payoff amount of the vehicle(s) traded. If the payoff balance of the trade(s) is less than the approximate payoff amount used for this transaction, the Dealer agrees to refund the difference to the Purchaser.

DELIVERY OF TRADE(S):

☐ **The Purchaser will deliver the trade(s) to:** _____

☐ **The Dealer will pick up the trade(s) from:** _____

- This transaction will not be complete unless the trade(s) has been received per the trade terms and conditions listed above.
- The Terms of Payment conditions on Pg. 2, Section 2 of this Agreement will apply if the delivery of the trade(s) is late or delayed due to trade terms.
- Delivery of the new vehicle(s) will coincide with receipt of the trade(s) unless other delivery arrangements have been agreed to by both parties.

☐ **Other delivery arrangements:** _____

_____

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above: Initials: ☐

PTG/SL-124-2-S (7/2023)

EXHIBIT C

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

QUOTATION

DATE	Quotation #
10/28/2024	102824/13RK

NAME / ADDRESS
City of Blue Springs 903 Main Blue Springs, MO 64015

TO CONFIRM ORDER
Quote Accepted by _____ Date _____ P.O. # _____

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

QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Pricing based on City of Kansas City, MO Contract # EV2959: Warren WXL-10 Stainless Steel Dump Body: - 1/2 cabshield - telescopic hoist - 28" 7 gauge 304 stainless steel sides - 36" 7 gauge 304 stainless steel double-acting tailgate with air operated latch - 1/4" AR-450 floor - fold-up stainless ladder - Force America constant mesh pto hydraulic system with Patrol Commander Ultra 5100EX Control - stainless steel hydraulic lines run to front for plow and to rear for spinner / conveyor - mudflaps in front / rear of duals - (2) d-rings welded to top of tailgate - oval LED S/T/T and LED B/U lights mounted in rear posts - set of oval LED strobes in front bumper - (2) LED strobes in rear posts - (2) LED strobes in cab shield front and sides - LED Plow lights mounted on hood with stainless brackets - Aero electric tarper with mesh tarp - b/u alarm - 7 pole RV style & 7 pole round pin trailer plugs - electric brake controller - 3/4" pull-plate with 30 ton pintle, d-rings - installation		63,572.00	63,572.00

Quoted by Ryan Keith	**Total**

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

QUOTATION

DATE	Quotation #
10/28/2024	102824/13RK

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

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

QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Monroe MP36R10-IST 10' Snowplow: - dual compression spring trip - carbide cutting edge - rubber snow deflector - curb guards - parking jack - 36" cable markers - UQH truck and plow hitch		18,694.00	18,694.00
1	300	Monroe10' Stainless Steel Hydrauic Spreader: - dual 7" augers with feedback sensor - top screens - inverted V - tailgate latchbar - 4" stainless winches with 4" straps - spreader stand		30,915.00	30,915.00

Quoted by Ryan Keith

Total $113,181.00

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 5, 2024

SUBMITTED BY: Nathan Lea **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 $272,680.75 from Bergkamp Incorporated for a Patch Truck through the Vehicle Replacement Program.

BACKGROUND/JUSTIFICATION

A Patch Truck was approved as part of the Vehicle Replacement Program for the 2024-2025 fiscal year. The City's Public Works Department secured quotes for the Patch Truck utilizing the MARC Regional Purchasing Cooperative Agreement – Resolution 95-2006.

The new Patch Truck will be replacing existing Unit 707, which will be taken out of service based on age and condition. The Public Works Department Asphalt Division will utilize the Patch Truck to repair potholes throughout the City and restore the City streets to a safer and more consistent condition.

FINANCIAL IMPACT

Contractor:	Bergkamp Incorporated
Amount of Request/ Contract:	$272,680.75
Amount Budgeted:	$0
Budget Year:	FY 2024-25
Funding Source/Account #:	310-32000-540450 ST-23
Account Balance:	$330,000 Date: 11/14/2024
Additional Funds Needed:	A budget Amendment will be completed in January. This piece of equipment was in the CIP as Unfunded

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
December 5, 2024	September 30, 2025
Years and Months Contract in effect	**Number of times renewable**
10 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Bergkamp Quote attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Nathan Lea***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☐	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: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	3040 Emulsion Drive Salina, KS 67401 scottheller@bergkamping.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 97-2024

A RESOLUTION APPROVING A PURCHASE IN THE AMOUNT OF $272,680.75 FROM BERGKAMP INCORPORATED FOR A PATCH TRUCK THROUGH THE VEHICLE REPLACEMENT PROGRAM

WHEREAS, the City of Blue Springs approved a Patch Truck to repair potholes throughout the City as a part of the Vehicle Replacement Program for the 2024-2025 fiscal year; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for a Patch Truck; and

WHEREAS, the Department secured quotations by utilizing the Mid-America Regional Council Regional Purchasing Cooperative, Resolution 95-2006, and now recommends that the City purchase a Patch Truck from Bergkamp Incorporated for work repairing potholes on City streets for the amount of $272,680.75.

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 Bergkamp Incorporated, 3040 Emulsion Drive, Salina, KS 67401, a Patch Truck in the amount of $272,680.75 pursuant to Quote dated October 4, 2024 attached hereto as Exhibit A.

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

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

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

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Equipment Quote

10/4/2024

CITY OF BLUE SPRINGS, MO
903 MAIN STREET
BLUE SPRINGS, MO 64015

I am proud to represent Bergkamp Inc. and our effort to provide the best equipment for your Pavement Preservation dollars. Thank you for the opportunity to quote your equipment needs.

Quoted Equipment with Selected Upgrades and Options:

FP5 Flameless All-In-One Pothole Patcher	**$109,500.00**
Standard Mounting for FP	**$8,000.00**
(Standard) 80 Gallon Heated Tack Tank	**$11,325.00**
Drum Roller	**$12,700.00**
(Standard) 67 lb Pavement Breaker	**$8,800.00**
Pivot Tack System	**$4,900.00**
Propane Torch	**$1,100.00**
Flush LED Lighting (Exterior)	**$1,925.00**
Able 2 10 Light LED Arrowboard	**$2,000.00**
Dual Front Mounted LED Strobe Lights	**$2,100.00**
Dual Rear Mounted LED Strobe Lights	**$1,200.00**
LED FLashers on Side of Patcher Platform	**$690.00**
Dual Rear LED Flashers	**$825.00**
Dual Rear Mounted LED Night Work Lights	**$1,400.00**
Grill Mounted LED Flashers	**$2,885.00**
Single Cone Holder - Curbside Mount	**$320.00**
Back Up Camera - Includes 1 way communication	**$2,680.00**
Tool Holder - Rear Spoils Bin	**$300.00**
Back Up Alarm	**$1,234.00**
Freight Cost	**$945.75**
Equipment SubTotal	**$174,829.75**
Bergkamp Purchased Patcher Chassis	**$93,851.00**
Equipment SubTotal	**$93,851.00**
Chassis Handling Fee	**$4,000.00**
Equipment SubTotal	**$4,000.00**
Total	**$272,680.75**

Terms & Conditions:

- Terms: Net 30 days from receipt of Equipment. All prices quoted are in US Dollars (USD). Factory completion will be determined after receipt of signed sales agreement and down payment, based on availability and lead time of components. If the lead times or availability for the components required to complete the machine get extended after the assignment of a completion date, Bergkamp's lead time for completion will be extended as well. Should this occur, our sales team will be in touch with you to discuss updated completion times.

- Chassis prices are subject to change up until time of delivery due to manufacturer added surcharges and additional fees. Bergkamp will keep you posted if there are any changes to the chassis price once we are made aware.

- Kansas sales tax will be charged on the amount of the sale if the equipment is picked up by the **Customer** in Kansas. Otherwise, the customer's local sales tax will apply. Applicable Federal Excise Taxes (FET) will be collected on the paver, options, and mounting. All applicable taxes will be applied to the final invoice.

- **Customer** is solely responsible for insuring units are configured and loaded in order to comply with all manufacturer's guidelines and local, state and national laws. Bergkamp Inc. assumes no responsibility or liability associated with compliance with these regulations.

Thank you again for the opportunity, and I look forward to working with you. This proposal shall remain in force for a term of 30 Days, or until **(11/03/2024)**. If you have further questions, please call M:(785) 643-0190 or O:(785) 825-1375 or you may email me at scottheller@bergkampinc.com.

Sincerely,

Scott Heller
Territory Sales Manager
Bergkamp Inc.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 29, 2024 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Adopt a Resolution approving a contract not to exceed $370,000 with Icon Grading & Construction, Inc. for silt removal from Railroad Lake at Rotary Park.

BACKGROUND/JUSTIFICATION

Railroad Lake at Rotary Park is a storm water basin that collects storm water from approximately one square mile of area surrounding the park. This storm water is primarily collected from roadway storm drains in the area. Consequently, large amounts of sand, oils, and dirt are deposited in the lake and build up over time. These sediments must be removed to maintain proper depth in the water to prevent algae buildup to allow for an aesthetically pleasing amenity in the park. The desired depth of the lake is 6'-8' throughout, but the current depth is less than a foot in some areas.

In 2022 the Parks Department attempted to remove silt from Railroad Lake to increase the depth of the lake and improve the water quality throughout the year. This attempt was only 50% successful due to lack of proper equipment needed and did not help to remove nearly enough silt.

Funds were identified and placed in the Capital Improvement Program to improve the aesthetics of Rotary Park. Rotary Park is one of the most popular and most visited parks in Blue Springs and hosts many events throughout the year. The quality of the water has become an issue during hot dry months when algae blooms occur. A Request for Proposals (RFP) was posted to solicit bids on dredging the lake. It is unknown exactly how much silt will need to be removed from the lake, so the RFP was posted as a minimum of 150 loads to be removed with a maximum of 550 loads to be removed. Four bids were received with Icon Grading & Construction, Inc. being the lowest and best bid. Icon Grading & Construction, Inc. can drain the lake, control water flow to dry the lakebed out, and move equipment to the middle of the lake to provide the ability to remove the silt from the entire lake. Digging the lake to 6-8' throughout the entire lake will help to improve water quality and control the algae within the lake. Work will begin in early January with an anticipated completion date of April 2025.

Staff recommends the approval of a contract with Icon Grading & Construction, Inc. for silt removal from Railroad Lake at Rotary Park.

FINANCIAL IMPACT

Contractor:	Icon Grading & Construction, Inc.
Amount of Request/ Contract:	$370,000
Amount Budgeted:	$370,000

Budget Year:	FY 2024-25
Funding Source/Account #:	158-73000-544100-PR17 - $75,473.56 Reserve PO #24-0987 - $294,526.44
Account Balance:	$$294,526.44 Date: 11/6/2024
Additional Funds Needed:	$75,473.56 – received budget transfer
Funding Source/Account #:	158-73000-544100 PR-18

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
January 6, 2025	April 1, 2025
Years and Months Contract in effect	**Number of times renewable**
4 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☒	Wage Order Number: 31
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	Colby Vifquain Icon Grading & Construction, Inc. 30806 E Argo Rd. Grain Valley, MO 64029 anne@icongrading.com
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH ICON GRADING & CONSTRUCTION, INC. FOR SILT REMOVAL AT RAILROAD LAKE

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

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

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

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

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

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

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

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

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

WHEREAS, the Parks and Recreation Department prepared specifications and secured quotations for Silt Removal at Railroad Lake; and

WHEREAS, the Department received four bids and now recommends that the City award a contract to Icon Grading & Construction, Inc., for work based on scope of services in the not to exceed amount of $370,000.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Icon Grading & Construction, Inc. in the amount not to exceed $370,000.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

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

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

Rev. 01/01/2024

EXHIBIT A

EFFECTIVE DATE: January 6, 2025	TERMINATION DATE: April 1, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Icon Grading & Construction, Inc.** **30806 E Argo Rd.** **Grain Valley, MO 64029**
Department: Parks and Recreation	Attention: Colby Vifquain
Phone: 816-228-0105	Phone: 816-806-5565

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this 8th day of November, 2024, by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$370,000.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Workers' Compensation: Statutory requirements.

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

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

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

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

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

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

20. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. (*Note: If the contract is not in excess of five thousand dollars, this provision does not apply and the affidavit need not be signed.*) Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A

subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is Anne M Vitaquain and I am currently the President of ICON Grading & Construction, Inc. (hereinafter "Company"), whose business address is 30806 E. Argo Rd Grain Valley, MO 64029, 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.

Anne Vitaquain
Affiant / Contractor

Anne Vitaquain
Printed Name

Subscribed and sworn to before me this 19th day of November, 2024.

SEAL

LISA M. COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: October 17, 2026
Commission Number: 14530255

Lisa M Collins
Notary Public

21. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. 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.

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

23. **Jurisdiction**. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

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

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

ICON GRADING & CONSTRUCTION, INC.

By: Anne Fitzgerald
Name: Anne Fitzgerald
Title: Owner, President

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer M. Baird

_____
Jennifer M. Baird, City Attorney

Rev. 01/01/2024

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Icon Grading & Construction, Inc.	
Scope of Work (Job Description)	Rotary Park has Railroad Lake, a 41,000 square foot water surface area located in the center of the park. The Contractor is to remove silt and debris from the lake and haul it off site. It is the intent to re-establish a depth of 6 – 8 feet in the center and at least 2 – 4 feet minimum in all other areas. The Department will not accept floating dredges for the removal of the debris, as the lake will be drained thru a valve located by the spillway. The contractor will still need to ensure the lake stays dry during the removal process as water continually flows into the lake from the west end and travels to the east end. All silt and debris will be required to be transported off site. A minimum of 150 loads in a tandem axle dump truck will be required with an anticipated worst-case scenario of 550 loads of material will be hauled off site. Contractor price is to include cost of water pumps or means of keeping water out of the lake while silt and debris is removed. The Parks Department will open the valve to drain the lake as much as possible. Additionally, the contractor will be responsible for any materials such as traction mats, piers, rock or any other means to successfully get to the center of the lake to remove the silt and debris. It is not feasible to operate heavy equipment in/on the lakebed. It will also be the responsibility of the contractor to restore the pond back to the natural surroundings by removing any temporary roads, paths, mats, piers, rock or other items constructed or used. The contractor shall also restore any damage done to gabion baskets, grass or trails. All work shall be performed in accordance with Contractor's response dated September 5, 2024 to the City's Request for Proposal attached hereto and incorporated herein as Attachment A.	
Start Date	January 6, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	April 1, 2025	

Rev. 01/01/2024

Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$370,000.00	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project ☐ Monthly Payments Based On Rate of $_____ Per Hour ☒ Incremental Payments As Follows: Monthly ☐ ____% retainage held until completion of project.	

ATTACHMENT A

REQUEST FOR PROPOSALS

Silt Removal of Railroad Lake in Rotary Park

CITY OF BLUE SPRINGS, MO PARKS AND RECREATION

Proposal Due Date: Sealed proposals will be received at the Carson Ross Community Recreation Complex, 425 NE Mock Ave., Blue Springs, MO 64014 until 1:00PM on September 5, 2024.

Project Description: Railroad Lake in Rotary Park located in Blue Springs, MO has significant silting effecting the water quality. The Lake is approximately 41,000 square feet of surface water space and it is the intent to remove the silt and haul off-site to re-establish a depth to provide a better eco-aquatic environment.

Project Funding: Funding for this project is included the Park Sales Tax program budget.

Completion of the Work: All work covered by the contract documents shall be completed on an agreed upon date with the awarded contractor with a target date of not before January 1, 2025 to begin work and completed prior to April 1, 2025.

Contractor Selection: The contractor selection will be based upon a combination of method of silt removal and haul-off and total price for the work outlined. The selection of a contractor is the purpose of this solicitation.

Obtaining RFP Documents and Plans: All documents and plans associated with this Request for Proposals are included within this document. Any additional revisions will be made through addendums issued on the City of Blue Springs website at www.bluespringsgov.com/bids.aspx A ***mandatory pre-bid meeting*** for all interested contractors will be held at Rotary Park, 600 NW Vesper St., Blue Springs, MO 64015, August 30th, meeting by the tennis courts at 9:00AM.

Project Administration: All questions relative to this project prior to the opening of proposals, shall be directed to the Superintendent of Parks, Derek Mayden. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any "or equal" products be considered for approval prior to award of contract.

Owner's Rights Reserved: The Owner reserves the right to reject any or all proposals and to make award in the interest of the Owner.

SUMMARY SHEET
Silt Removal of Railroad Lake in Rotary Park
CITY OF BLUE SPRINGS, MO PARKS AND RECREATION

1. Project Department: Blue Springs Parks and Recreation

2. Location of Project: Rotary Park, 600 NW Vesper St., Blue Springs, MO 64015

3. Requested Services: A qualified and licensed Contractor for the removal of silt and debris from Railroad Lake at Rotary Park.

4. Proposal Due Date: Thursday, September 5, 2024 at 1:00PM

5. Proposal Format: Two (2) hard copy sets of the proposal are required (8 ½ x 11). Responses to this request will be made in accordance with the guidelines and information provided herein. The City will evaluate each proposal received based upon the evaluation criteria shown in Section VI of this RFP. The City also reserves the right to interview respondents or to request additional information or product demonstrations as part of the proposal evaluation process and to reject any or all proposals.

6. Submit proposals to:
   Blue Springs Parks and Recreation
   C/O Derek Mayden
   425 NE Mock Ave.
   Blue Springs, MO 64014

   Phone: 816-228-0222
   Email: dmayden@bluespringsgov.com

   Clearly marked: "**RFP for Silt Removal of Railroad Lake in Rotary Park**"

REQUEST FOR PROPOSALS
Silt Removal of Railroad Lake in Rotary Park
BLUE SPRINGS PARKS AND RECREATION

I. INTRODUCTION

Blue Springs, MO was founded by pioneers in 1827 along the cooling springs of the Little Blue River. The city is a community of approximately 60,000 residents covering more than 22 square miles in western Missouri and is the 10th largest city in the State of Missouri. The city is situated along I-70, on the eastern boundary of the Kansas City Metropolitan area. Independence, MO boarders the western and northern city limits, Lee's Summit, MO boarders the southern city limits and Grain Valley, MO the eastern city limits.

It offers all the excitement of metropolitan-style shopping and nightlife, with world class sporting events, international conventions, all within 25 minutes of the city. Blue Springs is known for its outstanding School District and has experienced significant growth over the last 20 years. Over the next 10 years the City of Blue Springs is projected to expand to a population of around 65,000.

The city has invested in many park improvements over the last 10 years. Improvements have included playgrounds, shelters, hard surface courts, trails and various other park amenities. One of the key parks residents utilizes is Rotary Park located at 600 NW Vesper St., Blue Springs, MO 64015. This park hosts many special events, concerts along with being heavily used as a passive park with walking and open play.

A key component of the park is Railroad Lake, located in the center of the park. The lake is a central focus of the park with gabion basket walls and trails outlining the shoreline. The lake is also utilized for storm water control, with much of the water coming from the downtown area. Over the years, due to the runoff, silt and debris have collected in the basin reducing the water capacity and degrading the ecosystem of the lake.

II. SCOPE OF WORK

Rotary Park has Railroad Lake, a 41,000 square foot water surface area located in the center of the park. The Department is seeking qualified contractors to remove silt and debris from the lake and haul it off site. It is the intent to re-establish a depth of 6 – 8 feet in the center and at least 2 – 4 feet minimum in all other areas.

The Department will not accept floating dredges for the removal of the debris, as the lake will be drained thru a valve located by the spillway. The successful contractor will still need to ensure the lake stays dry during the removal process as water continually flows into the lake from the west end and travels to the east end.

All silt and debris will be required to be transported off site. For the purposes of this bid a minimum of 150 loads in a tandem axle dump truck will be required with an anticipated worst-case scenario of 550 loads of material will be hauled off site.

The successful contractor will need to include cost of water pumps or means of keeping water out of the lake while silt and debris is removed. The Parks Department will open the valve to drain the lake as much as possible. Additionally, the bidder should include any materials such as traction mats, piers, rock or any other means to successfully get to the

center of the lake to remove the silt and debris. It is not feasible to operate heavy equipment in/on the lake bed. It will also be the responsibility of the successful contractor to restore the pond back to the natural surroundings by removing any temporary roads, paths, mats, piers, rock or other items constructed or used. The contractor shall also restore any damage done to gabion baskets, grass or trails.

III. OBJECTIVES AND TASKS:

1. Information Gathering - The successful contractor will need to verify conditions prior to submitting a proposal and make observations and judgements related to the project. Any concerns or need for clarification should be brought up with the City prior to the proposal closing date.

2. Design - The process will be in accordance with the outlined Scope of Work and the responsibility of the successful contractor after the project has been awarded but may be adjusted based upon any additional final parameters defined by the City and the awarded contractor. The successful contractor will meet with City staff to finalize any deviations to the specifications and scope of work, that may or may not be accepted by the City. A meeting will be held prior to commencing work. At this meeting all coordination items between the Contractor and the City will need to be discussed.

3. Construction - The project will follow a detailed construction schedule provided and agreed upon by the City and successful contractor. The Contractor will submit a recommended timeline for review by the City **with the proposal**. Compliance to the schedule is of the utmost importance to the City.

4. Final Acceptance - It is anticipated that the Contractor will have their work completed on or before **April 1, 2025** with a start date of no sooner than **January 1, 2025**. Additional construction time may be given in consideration for bad weather days.

IV. QUALIFICATIONS OF RESPONDENTS

Respondents to this request shall be able to demonstrate ability to comply with the following minimum requirements:

A. The contractor must be able to show performance of work and provide references on (3) three projects of similar size and scope during the past (5) five years (complete References Sheet).

B. The contractor must be able to demonstrate the capabilities and background of qualified personnel and firm profile to complete work outlined.

C. The contractor must be registered with the Missouri Secretary of State and provide proof of such registration.

D. All RFP responses submitted will be good for 90 days from the submittal date of September 5, 2024

V. REQUIREMENTS FOR PROPOSAL SUBMITTAL

A. A Letter of Introduction
B. The main body of the proposal must be limited to 5 printed pages, single or double spaced, one side of the printed sheet only, in addition to appropriate brochures and equipment submittals if providing

C. The proposal must include the names, addresses, telephone numbers, and current licenses and Certifications of the Contractor
D. All key personnel that will be assigned to the project, and their anticipated involvement in the project
E. Past projects that relate to similar city or government design/construction of a similar size, scope, etc., and the name & telephone number of a contact person from that entity, who will be familiar enough with the past project to give a reference (complete References Sheet).
F. A statement of the Contractor's abilities or attributes that will give an indication of the expertise to complete the project on-time and on-budget
G. An itemized cost schedule with any cost breakdown information
H. A **detailed time-line schedule for the completion project** utilizing the start and finish dates outlined.
I. The contractor shall provide at the contractor's expense insurance as outlined in the Authorized Work section of this document for said contractor and employees in connection with their work under this contract **
J. The contractor shall indemnify and hold harmless the City and others as listed against and from all liability, claims, damages, demands and cost, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract **
K. The contractor must be registered with the Missouri Secretary of State and provide proof of such registration.
L. All pricing should include all rates as applicable with regard to the current Missouri Prevailing Wage Order for Jackson County, MO #31, Exhibit B, if proposal is greater than $75,000.
M. Payment and Performance Bonds are required if the bid total is higher than $50,000 as per State of Missouri Statue.

** Items I & J regarding insurance only apply to the winning contractor. Insurance is not needed with the submission of the proposal but must be provided to execute the contract with the successful contractor.

VI. EVALUATION PROCEDURE / CRITERIA FOR SELECTING CONTRACTOR

Since the Proposal's reliability is essential to the City's planning and budgeting, selection of the proposal will not be based solely on cost. The selection of the best proposal will be based mainly but not entirely on the following criteria.

CRITERIA:

1. Qualifications & Direct Experience – Includes performance and references (including the specific personnel listed) for similar size and scope of projects (see References Sheet attached).
2. Compliance with the requirements of this Request for Proposal.
3. Proposed construction schedule.
4. Cost

NOTE: The Proposal should be clear, concise, and refrain from extensive narrative. It shall provide an understanding of the Contractor's ability to supply a satisfactory product in the time frame and costs required. Additional communication with the contractors may be initiated by the City prior to final selection.

VII. AUTHORIZATION TO BEGIN WORK

The selected provider of these services will be given a notice of intent to contract within one week of proposal deadline. Once the notice of intent is given, an agreement will be provided to the contractor for review and signatures as attached. The selected contractor will then be required to sign the agreement and submit the following documents with the agreement:

1. Proof of Insurance with the City of Blue Springs named as additional insured with **liability limits of $1,000,000 per occurrence and $1,000,000 in aggregate**, **$1,000,000 automobile liability** and **worker compensation** at the statutory limits for the State of Missouri
2. Signed and notarized affidavits
3. E-verification with the Department of Homeland Security MOU
4. W9
5. Payment and Performance Bond if bid is greater than $50,000

Once documents have been received, the agreement will be sent to City Council for approval. Once approved, staff and contractor will set a start date for commencement on or around January 1, 2025 of the contract and follow the submitted detailed construction schedule as approved.

It is anticipated from time of proposal submissions to contract approval, the contract should be approved within 60 days. All proposals shall be honored for 60 days.

REQUEST FOR PROPOSALS
Silt Removal of Railroad Lake in Rotary Park
BLUE SPRINGS PARKS AND RECREATION

Vendor Information & Signature Page

Vendor Name: ICON Grading & Construction, Inc.

Vendor Owner: Anne Vifquain & Colby Vifquain

Years in Business: 9 years

Vendor Address: 30806 E Argo Rd

Grain Valley, MO 64029

Vendor Phone Number: 816-806-5565

Vendor Email: anne@icongrading.com & colby@icongrading.com

Number of Employees: 10

Management person is responsible for direct contact with the City of Blue Springs and the services required for this Request for Proposal (RFP)

Name: Colby Vifquain

Title: Vice President

Phone Number: 816-806-5565

Email Address: colby@icongrading.com

Signature of Authorized Representative

9/5/2024
Date

Print Officer's Name: Colby Vifquain

REQUEST FOR PROPOSALS
Silt Removal of Railroad Lake in Rotary Park
BLUE SPRINGS PARKS AND RECREATION

Proposal

Company Name: ICON Grading & Construction, Inc.

	Item	Unit Cost	Item Total
1	Water Pumps to keep water out (Department will drain lake through a valve located on east end)	$12,880.00	$12,880.00
2	Materials required to gain access into lake	$58,170.00	$58,170.00
3	Cost per load of silt and debris removed per Tandem Axel Truck. (minimum 150 loads with anticipated 550 loads of silt and debris)	$451.00 EA X 150 min	$67,650.00
4	Site Restoration Seeding	$2,230.00	$2,230.00
5	Other: Rock Pier Removal and Export	$19,790.00	$19,790.00
6	Asphalt repair as required 5,500SF Max	$5.00	$27,500.00
TOTAL PRICE			$188,220.00

Print Name: Colby Vitgeaw Signature:

Date: 9/5/2024

Comments: This project has a 25 working day time line. Starting after 10 allocated days of pumping for water removal. Making the entire time line 35 working days. Pending a January 1st start, estimated completion date is February 19th weather permitted.

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

Icon Grading & Construction, Inc.
001365850

was created under the laws of this State on the 17th day of March, 2015, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of October, 2022.

Secretary of State

Certification Number: CERT-10112022-0069

REQUEST FOR PROPOSALS
Silt Removal of Railroad Lake in Rotary Park
BLUE SPRINGS PARKS AND RECREATION

References

REFERENCES

Please list a minimum of two prefer three corporate or municipal customers for whom you have performed this type of work in the past for.

Reference #1

Name of Company: City of Lake Lotawana

Contact Name: Keith Herzberg

Phone Number: 816-564-4216

Reference #2

Name of Company: Oak Hill HOA

Contact Name: Aaron Koeller

Phone Number: 816-898-1599

Reference #3

Name of Company: Langsford Rd Associates

Contact Name: Steve Barber

Phone Number: 816-204-4755

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 13, 2024

SUBMITTED BY: Nathan Lea **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 $183,553.72 from Murphy Tractor & Equipment Company Inc. for nine Felling trailers through the Vehicle Replacement Program.

BACKGROUND/JUSTIFICATION

Nine trailers were approved as part of the Vehicle Replacement Program for the 2024-2025 fiscal year. The Public Works Department secured quotes for the nine trailers by utilizing the National Joint Power Alliance (NJPA), new name Sourcewell, Resolution 36-2014, and now recommends that the City purchase nine Felling Trailers from Murphy Tractor & Equipment Company Inc.

These nine new trailers will be replacing ten existing trailers, Units 309, 517, 555, 571, 610, 613, 673, 738, 791, and 888, which will be removed from service based on their age and condition. These trailers will be utilized by the Public Works Streets Divisions, Concrete Division, Water Maintenance Division, and Sewer Division for daily operations related to maintenance and repair of City infrastructure. Replacing these existing trailers ensures City crews are equipped with adequate and reliable trailers to transport equipment, tools, and materials to and from job sites, allowing them to complete necessary tasks quickly and efficiently.

FINANCIAL IMPACT

Contractor:	Murphy Tractor & Equipment Company Inc.
Amount of Request/ Contract:	$183,553.72
Amount Budgeted:	$0
Budget Year:	FY 2024/25
Funding Source/Account #:	100-32000-540400 - $78,255.92 430-33020-540400 - $72,850.76 430-33030-540400 - $16,223.52 460-36020-540400 - $16,223.52
Account Balance:	100-32000-540400 - $0 430-33020-540400 - $0 430-33030-540400 - $0 460-36020-540400 - $0 Date: 11/18/2024
Additional Funds Needed:	$183,553.72
Funding Source/Account #:	Budget Amendment will be completed in January 2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 5, 2024	September 30, 2025
Years and Months Contract in effect	**Number of times renewable**
10 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Quote attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Nathan Lea***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☐	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: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	8600 NE Parvin Raod Kansas City, MO 64161 Warens@murphytractor.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 99-2024

A RESOLUTION APPROVING A PURCHASE IN THE AMOUNT OF $183,553.72 FROM MURPHY TRACTOR & EQUIPMENT COMPANY INC. FOR NINE FELLING TRAILERS THROUGH THE VEHICLE REPLACEMENT PROGRAM

WHEREAS, the City of Blue Springs approved nine trailers as part of the Vehicle Replacement Program for the 2024-2025 fiscal year; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for nine trailers; and

WHEREAS, the Department secured quotations for the nine trailers by utilization of the National Joint Power Alliance (NJPA), new name Sourcewell, Resolution 36-2014, and now recommends that the City purchase nine Felling Trailers from Murphy Tractor & Equipment Company Inc. for transporting equipment, tools, and materials to and from jobsites while working on City infrastructure for the amount of $183,553.72.

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 Murphy Tractor & Equipment Company Inc., 8600 NE Parvin Road, Kansas City, MO 64161, nine Felling Trailers for the amount of $183,553.72 as outlined in the Product Quotation attached hereto as Exhibit A.

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

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

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

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Quote Id: 31877713

Prepared For:

CITY OF BLUE SPRINGS DEPARTMENT OF PUBLIC WORKS



Prepared By: **WILL ARENS**

Murphy Tractor & Equipment
15854 S Us 169 Hwy
Olathe, KS 66062

Tel: 913-298-7373
Mobile Phone: 816-507-6671
Email: warens@murphytractor.com

Date: 23 October 2024

Offer Expires: 31 December 2024

JOHN DEERE

MURPHY TRACTOR & EQUIPMENT CO.

Quote Summary

Prepared For:

CITY OF BLUE SPRINGS DEPARTMENT OF PUBLIC WORKS
500 SUNNYSIDE DR
BLUE SPRINGS, MO 64015
Business: 816-228-0193

Prepared By:

WILL ARENS
Murphy Tractor & Equipment
15854 S Us 169 Hwy
Olathe, KS 66062
Phone: 913-298-7373
Mobile: 816-507-6671
warens@murphytractor.com

Quote Id: 31877713
Created On: 23 October 2024
Last Modified On: 19 November 2024
Expiration Date: 31 December 2024

Equipment Summary	Selling Price		Qty		Extended
2024 FELLING FT-45-2 LP Limited	$ 30,617.36	X	1	=	$ 30,617.36
2024 FELLING FT-20 IT-I	$ 26,009.88	X	1	=	$ 26,009.88
2024 FELLING FT-20 IT-I	$ 26,009.88	X	1	=	$ 26,009.88
2024 FELLING FT-20 I	$ 16,223.52	X	1	=	$ 16,223.52
2024 FELLING FT-20 I	$ 16,223.52	X	1	=	$ 16,223.52
2024 FELLING FT-20 I	$ 16,223.52	X	1	=	$ 16,223.52
2024 FELLING FT-20 I	$ 16,223.52	X	1	=	$ 16,223.52
2024 FELLING FT-20 I	$ 16,223.52	X	1	=	$ 16,223.52
2024 FELLING FT-12 EZ-T	$ 19,799.00	X	1	=	$ 19,799.00
Equipment Total					**$ 183,553.72**

Quote Summary	
Equipment Total	$ 183,553.72
SubTotal	$ 183,553.72
Total	$ 183,553.72
Balance Due	**$ 183,553.72**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

MURPHY TRACTOR & EQUIPMENT CO.

Quote Id: 31877713 **Customer:** CITY OF BLUE SPRINGS DEPARTMENT OF PUBLIC WORKS

2024 FELLING FT-45-2 LP Limited

Hours: 0
Stock Number: To Be Ordered

Code	Description	Qty
To Be Ordered	FT-45-2 LP Limited	1

2024 FELLING FT-20 IT-I

Equipment Notes:
Hours: 0
Stock Number:

Code	Description	Qty
To Be Ordered	FT-20 IT-I	1

2024 FELLING FT-20 IT-I

Equipment Notes:
Hours: 0
Stock Number:

Code	Description	Qty
To Be Ordered	FT-20 IT-I	1

2024 FELLING FT-20 I

Equipment Notes:
Hours: 0
Stock Number:

Code	Description	Qty
To Be Ordered	FT-20 I	1

2024 FELLING FT-20 I

Equipment Notes:
Hours: 0
Stock Number:

JOHN DEERE

Selling Equipment

MURPHY TRACTOR & EQUIPMENT CO.

Quote Id: 31877713 **Customer:** CITY OF BLUE SPRINGS DEPARTMENT OF PUBLIC WORKS

Code	Description	Qty
To Be Ordered	FT-20 I	1

2024 FELLING FT-20 I

Equipment Notes:
Hours: 0
Stock Number:

Code	Description	Qty
To Be Ordered	FT-20 I	1

2024 FELLING FT-20 I

Equipment Notes:
Hours: 0
Stock Number:

Code	Description	Qty
To Be Ordered	FT-20 I	1

2024 FELLING FT-20 I

Equipment Notes:
Hours: 0
Stock Number:

Code	Description	Qty
To Be Ordered	FT-20 I	1

2024 FELLING FT-12 EZ-T

Equipment Notes:
Hours: 0
Stock Number: To Be Ordered

Code	Description	Qty
To Be Ordered	FT-12 EZ-T	1

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 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 and Public Works Department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.

BACKGROUND/JUSTIFICATION

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

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A

REVIEWED BY:

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

Resolution No. 100-2024

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

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

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

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

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

Section 1. The City Administrator is hereby authorized to direct the Records Manager or their designee to properly dispose of the records listed in the disposition list attached hereto as Exhibit "A" and incorporated herein.

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

Section 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 2nd day of December 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Rev. 01/01/2024

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.	
PW-ID872	1988	Correspondence City of Independence Water	12/3/2024
	1991	Agreement - Joint purchase Outdoor Warning Siren	
	1987-88	Correspondence - Education Hall of Fame	
	1978	Memo - Conflict of Interest Purchase of Real Estate	
	1988	Resolution - City of Blue Springs Logo Contest	
	1988	Memo - Infrastructure Needs for the City	
	1991	Intergovernmental Agreement - Law Enforcement	
PW-ID873	1991	Agreement & Correspondence - Mutual Aid	12/3/2024
	1992	Agreement - Sni-Valley FPD & CBS Dispatching	
	1991	Agreement - Jackson County & CBS DARE Grant	
	1987	Litigation - CBS vs. Highland Parks	
	1991	Correspondence - Tri-County Water Plant	
	1991	Litigation - Respondent's Brief-CBS vs. Central Development	
	1990	Brochure - Lake Village	
PW-ID876	2006	Publications	12/3/2024
	2007	Traffic Studies	
	1982-2006	Invoices	
	1982	Lake City Pump Station Manuals	
	1987-2007	Correspondence	
		(CONTINUED ON NEXT PAGE)	

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____. _____	

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
		(CONTINUED FROM PAGE 1)	
PW-ID874	1980-1991	RFP - Water Supply Proposal	12/3/2024
	1980-2006	Agreements - Profession Consultant, Fleet Management	
	1978-2000	General Correspondenc	
	1980	Litigation	
	2004	Tri-County Water Authority Reports	
	1970-1989	Contracts - Little Blue Valley Sewer District	
	1986-1990	Invoices - Little Blue Valley Sewer District	
PW-ID875	1984-2010	Correspondence	12/3/2024
	1986-2003	Publications - Little Blue Valley Sewer District	
	1987-2001	Litigation - CBS vs Highland Parks Investment	
	1980-1998	RFP - Water Supply Proposal	
	1986-2005	Agreements - Sewer Modeling, Water Purchase	
	2001	Sanitary Staff Meeting Notes	
	1999	Memorandum	
PW-ID877	1993	Agreement - Engineering Services	12/3/2024

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 14, 2024

SUBMITTED BY: Sheryl Morgan **DEPARTMENT: Administration**

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

ISSUE/REQUEST

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

BACKGROUND/JUSTIFICATION

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

Public Art Commission:
New Appointment: Valerie Montgomery (term expiring 5/2027)

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 3, 2024	See above

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

N/A

REVIEWED BY:

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 29, 2024 **CONTRACT NO.**

SUBMITTED BY: William Jakubec **DEPARTMENT: Information Technology**

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount not to exceed $95,000 from Logicalis Inc for one year Microsoft Licenses.

BACKGROUND/JUSTIFICATION

The City of Blue Springs must invest in Microsoft licenses every year as a subscription, which covers user accounts for logging into desktops and laptops across the City, to ensure comprehensive endpoint security, email protection, and regulatory compliance. As municipalities are increasingly targeted by cyber threats like ransomware and phishing, these licenses, which include Microsoft Defender for Endpoint and Advanced Threat Protection (ATP), safeguard against malware and breaches. They also ensure compliance with regulations like NIST (National Institutes of Standards and Technologies) and CJIS (Criminal Justice Information System), while providing centralized management for all devices. By bundling security, user account management, and email protection into one platform, the City enhances cost-effectiveness, reduces risks, and protects sensitive data, ensuring seamless service delivery and public trust. The technology staff is asking for a not to exceed cost of $95,000 to account for new positions, positions licenses changes, and possible upgrade of our defender licenses.

FINANCIAL IMPACT

Contractor:	Logicalis Inc.	
Amount of Request/ Contract:	$95,000	
Amount Budgeted:	$95,000	
Budget Year:	FY	
Funding Source/Account #:	100-14000-530850	
Account Balance:	$185,450	Date: 11/15/2024

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
December 3, 2024	December 2, 2025
Years and Months Contract in effect	**Number of times renewable**
1 year, 0 Months	None

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 Logicalis Quote dated October 30, 2024 attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***William Jakubec***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Resolution No. 101-2024

A RESOLUTION APPROVING A PURCHASE IN THE AMOUNT NOT TO EXCEED $95,000 FROM LOGICALIS INC. FOR ONE-YEAR MICROSOFT LICENSES

WHEREAS, the City of Blue Springs, Missouri, requires Microsoft licenses to ensure the continued operation of city-wide technology systems; and

WHEREAS, the City has identified Logicalis Inc. as a suitable vendor for the provision of said Microsoft licenses; and

WHEREAS, the cost of the one-year Microsoft licenses provided by Logicalis Inc. will not exceed the amount of $95,000; and

WHEREAS, funding for this purchase is available and has been appropriated in the City's approved budget.

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 Microsoft Licenses from Logicalis Inc, in the amount not to exceed $95,000 annually. A copy of the proposed quote is attached hereto as Exhibit "A" and is incorporated herein.

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

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

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

LOGICALIS
Architects of Change

Quote Date: 10/30/2024

Customer: City of Blue Springs MO
Account Number: A-13152

Account Executive: Mark Smalley | (913) 208-3307 | Mark.Smalley@us.logicalis.com
Microsoft Licensing Team: Rebecca Darnell - Cloud.Centralis@us.logicalis.com

CSP - Cloud Solution Provider

Client Type	Resource/Product Id			Item Name	Unit Pricing	Quantity	Total	Licenses Assigned	Anniversary Date	MSRP
NCE - Microsoft 365 / Online Service Products (12 Month Option)										
				Annual Billing (Base Products)						
Government	CFQ7TTC0HL91	000C	P1Y	Microsoft 365 GCC G5 GCC	$ 626.00	3	$ 1,878.00	3	10/31/2025	$ 684.00
Government	CFQ7TTC0J1Z9	7	P1Y	Office 365 G1 GCC	$ 109.82	50	$ 5,491.00	47	10/31/2025	$ 120.00
Government	CFQ7TTC0J1Z4	3	P1Y	Office 365 G3 GCC	$ 252.60	207	$ 52,288.20	206	10/31/2025	$ 276.00
Government	CFQ7TTC0LH0L	000G	P1Y	Exchange Online Kiosk GCC	$ 21.96	152	$ 3,337.92	150	10/31/2025	$ 24.00
Government	CFQ7TTC0J1GB	8	P1Y	Microsoft Defender for Endpoint P1 GCC	$ 32.95		$ -	-	10/31/2025	$ 36.00
Government	CFQ7TTC0LGV0	11	P1Y	Microsoft Defender for Endpoint P2 GCC	$ 57.11	300	$ 17,133.00			$ 62.40
Government	CFQ7TTC0LFK5	001K	P1Y	Microsoft Entra ID P2 GCC	$ 98.84	2	$ 197.68	1	10/31/2025	$ 108.00
Government	CFQ7TTC0LH3L	000N	P1Y	Power Automate Premium GCC	$ 154.44	2	$ 308.88	2	10/31/2025	$ 180.00
Government	CFQ7TTC0HL8W	000M	P1Y	Power BI Premium Per User GCC	$ 219.65	1	$ 219.65	1	10/31/2025	$ 240.00
				Annual Billing (Add On Products)						
Government	CFQ7TTC0LH04	000T	P1Y	Microsoft Defender for Office 365 P1 GCC	$ 21.96	359	$ 7,883.64	-	10/31/2025	$ 24.00
NCE - Audio Conferencing/Calling Plans/Meeting Rooms (12 Month Option)										
				Annual Billing						
Government	CFQ7TTC0JXCZ	000F	P1Y	Microsoft Teams Audio Conferencing w/dial-out to USA/CAN C	$ -	10	$ -	7	10/31/2025	$ -
Support Products										
				Monthly Billing						
				CSPremium Support Services (24x7 Hours - Unlimited Admins)		Included in Product Pricing				

365 Product(s) 1 Year Total $ 88,737.97

Please Note: These are all Estimates any changes in products or quantities may affect the pricing.
Quote valid through the end of current month / Pricing locked in for 12 months from date of initial purchase.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 6, 2024

SUBMITTED BY: Nathan Lea **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 $112,850.99 from Shawnee Mission Ford and Viking-Cives Midwest, Inc. for a 2024 Ford F-550 Cab & Chassis with Snow Outfitting, CIP ST-26.

BACKGROUND/JUSTIFICATION

A 1.5 Ton Dump/Snow Truck was approved in the CIP Project ST-26 for the 2024-2025 fiscal year. The City's Public Works Department secured quotations for a 1.5 Ton Cab and Chassis utilizing the piggyback clause in Mo-Kan Council Public Procurement (MKCPP) Pricing Contract #2019-391 for a 2024 Ford F-550 Cab and Chassis, and now recommends that the City purchase a 2024 Ford F-550 Cab and Chassis from Shawnee Mission Ford in the amount of $56,450.

The City's Public Works Department secured quotations for Snow Outfitting utilizing the National Joint Power Alliance (NJPA), new name Sourcewell, Resolution 36-2014, and now recommends that the City purchase Snow Outfitting for a 2024 Ford F-550 from Viking-Cives Midwest, Inc. in the amount of $56,400.99.

The total purchase amount for the 2024 Ford F-550 with Snow Outfitting is $112,850.99.

The new Ford F-550 will be replacing existing Unit 575, which will be taken out of service due to its age and condition. The F-550 will be utilized by the City's Public Works Streets Division for infrastructure maintenance and repair, as well as snow removal.

FINANCIAL IMPACT

Contractor:	Shawnee Mission Ford - $56,450 Viking-Cives Midwest, Inc. - $56,400.99
Amount of Request/ Contract:	$112,850.99
Amount Budgeted:	$110,000
Budget Year:	FY 2024-25
Funding Source/Account #:	310-32000-540450 ST-26
Account Balance:	$110,000 Date: 11/18/2024
Additional Funds Needed:	Included in upcoming budget amendment.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 5, 2024	September 30, 2024
Years and Months Contract in effect	**Number of times renewable**
10 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Quotations attached as Exhibit A and Exhibit B.

REVIEWED BY:

Requesting Director: ***Nathan Lea***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☐	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: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	PO Box 3179 Shawnee, KS 66203 Jay.cooper@shawneemissionford.com 22956 HWY 61 Oran, MO 63771 dwillis@vikingcivesmidwest.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 102-2024

A RESOLUTION APPROVING A PURCHASE IN THE AMOUNT OF $112,850.99 FROM SHAWNEE MISSION FORD AND VIKING-CIVES MIDWEST, INC. FOR A 2024 FORD CAB AND CHASSIS WITH SNOW OUTFITTING, CIP ST-26

WHEREAS, the City of Blue Springs approved a 1.5 Ton Dump/Snow Truck in the CIP Project ST-26 for the 2024-2025 fiscal year; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for a 1.5 Ton Cab and Chassis; and

WHEREAS, the Department secured quotations utilizing the piggyback clause in the Mo-Kan Council of Public Procurement (MKCPP) Pricing Contract #2019-391 and now recommends that the City purchase a 2024 Ford F-550 from Shawnee Mission Ford for the amount of $56,450; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for Snow Outfitting for a 2024 Ford F-550; and

WHEREAS, the Department secured quotations utilizing the National Joint Power Alliance (NJPA), new name Sourcewell, Resolution 36-2014, and now recommends that the City purchase a Snow Outfitting for a 2024 Ford F-550 from Viking-Cives Midwest, Inc. for the amount of $56,400.99.

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:

- A 2024 Ford F-550 Cab and Chassis from Shawnee Mission Ford, PO BOX 3179, Shawnee Mission, KS 66203, for the amount of $56,450, as outlined in the product quotation attached hereto as Exhibit A; and
- Snow Outfitting from Viking-Cives Midwest, Inc., 22956 Hwy 61, Oran, MO 63771, for the amount of $56,400.99, as outlined in the product quotation attached hereto as Exhibit B.

Section 2. City staff is directed to perform all tasks necessary to implement said purchase, including submitting a FY 2024-2025 budget amendment to Council for approval.

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

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

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

EXHIBIT A

SHAWNEE MISSION Ford MISSION TO DO MORE

11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179
(913) 631-0000 • FAX (913) 268-6521
WWW.SHAWNEEMISSIONFORD.COM

August 30, 2024

Charles Jones
City of Blue Springs

Ford has implemented allocation by FIN Code
MACPP Pricing

9-12-24 Cutoff date to order. Subject to Change.

2024 Ford F550 Regular Cab & Chassis 4x4 DRW 60" CA (**F5H 145**)

Exterior: Oxford White (**Z1**)
Interior: 40/20/40 Vinyl (**AS**)

Base Price:	$52,923
Options:	
• Cab Steps (**18B**)	$291
• 120V/400W Outlet (**43C**)	$160
• Snowplow Prep (**473**)	$228
• 410-amp Alternator (**67B**)	$104
• Dual Battery (**86M**)	$191
• Exterior Backup Alarm (**76C**)	$160
• 360 Strobe A/W (**91G**)	$592
• 225 Max Trac (TGK)	$195
• Rear Camera prep Kit (872)	$377
• Payload Upgrade (68U X8L)	$1,101
• Interior Work Surface (52S)	$128
• Upfitter Switches	$standard
• PTO Provision	$standard
• Cruise Control	$standard
• Trailer Brake Controller	$standard
• Power Windows Locks Mirrors RKE	$standard
• 7.3L V8	$standard
Total	$56,450

Additional Options to consider:

• Skid Plates (**41P**)	$91
• XL Chrome Package (**96V**) Fog Lamps Remote Start Chrome Front Bumper	$205

Thank you for your time and interest.
Sincerely,
Jay Cooper
Government Fleet Sales



EXHIBIT B

Viking-Cives Midwest, Inc.
22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
172280	10/10/24

Customer	Ship To
CITY OF BLUE SPRINGS ***email invoices*** 903 W MAIN ST BLUE SPRINGS MO 64015	CITY OF BLUE SPRINGS 500 SE SUNNYSIDE SCH RD BLUE SPRINGS MO 64014

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
sourcewell quote charles	NET 30	DALE	10/10/24		MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (37582) Item sold (SW-TK0558, SW-TK0554)	1.00	EA	91,702.67	91,702.67
SW-TK0558	Medium duty electric package	1.00	EA	0.00	0.00
SW-TK0554	Option to Modify Package with 25% off MSRP discount equipment price at 25% 68777.00 final price is 56400.99	1.00	EA	-35,301.68	-35,301.68
SALES	electric plow/body and spreader package to be installed on customer supplied 2024 ford f550. assembly to include	1.00	EA	0.00	0.00
43140692	STB22009 HEAVY DUTY 9' STEEL BLADE CRATE	1.00	EA	0.00	0.00
43140434	STB15050B, PLOW BOX, RT3-STR, SH2 HD,SL3	1.00	EA	0.00	0.00
43140455	LTA10210, UC,10' RT3,FORD,2017&UP	1.00	EA	0.00	0.00
43140199	STB09602 BOSS CONTROLLER	1.00	EA	0.00	0.00
43140459	DURAGUARD SNOW DEFLECTOR, 0.35" x 8" x 120" - Need to use Poly Mounting Kit (43140461) w/ this	1.00	EA	0.00	0.00
43140577	MSC25002 KIT-WIRING,RT3 SH2,12V,FORD F250-550,20+	1.00	EA	0.00	0.00
SALES	Rugby 9ft stainless ,12inch drop side dump body. Body is cross-member-less design with 3/16 AR floor. Body package will include, 1/4 cab shield, tail gate led lighting. amber/green warning lights will be installed. this package will have a subframe electric hoist with controls wired to inside of cab	1.00	EA	0.00	0.00
46101AVE	2020 CITY OF BLUE SPRINGS PINTLE HITCH KIT includes 2 in rec tube, weld on d rings, 7 pin rv plug wired to chassis provided brake control	1.00	EA	0.00	0.00
46101741	STD MUD FLAP KIT (FRONT FRAME MOUNT BRKTS)	1.00	EA	0.00	0.00

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sourcewell quote charles	NET 30	DALE	10/10/24		MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
47168SS241818	24 X 18 X 18 All 14 Ga. Stainless Steel Toolbox with 3/4" Bulb Seal and Vector Latch	1.00	EA	0.00	0.00
44843073	Mini LED Strobe Grill Light - Amber Green mounted in grill	1.00	EA	0.00	0.00
SALES	NAS # LEDOX54-C-AG 6inch oval amber/green warning ights to be mounted in rear corner posts	1.00	EA	0.00	0.00
44843412	5" LED UTILITY WORK LIGHTs spreader lights	1.00	EA	0.00	0.00
44846308	HIGH POWER MULTI FLASH LED WARNING LIGHT CLEAR/AMBER GREEN mounted on cab shield	1.00	EA	0.00	0.00
SALES	"Swenson 8' dual motor electric spreader, which includes: - Separate motors for auger and spinner - In-cab dual motor variable speed controls - 16 ga. stainless steel hopper sides and ends - 40"" Height - 70"" Width - 3.5 cu.yd. capacity - 45-degree slope on hopper sides to ensure materials flow to the conveyor - Four-section hinged top screens prevent larger chunks and debris from entering hopper - 12,500 lbs. tensile strength self cleaning pintle chain for improved conveyor performance - 16 ga. stainless steel replaceable bolt in conveyor floor and rubber chain shields - Stainless steel inverted V shape located TO reduces load and helps prevent tunneling - - 24"" Spinner Assembly - Polyethylene spinner frame (Swenson Orange) - Durable 14” poly disc for improved spread pattern - 2 adjustable external spinner baffles restrict size of spread pattern - 4’-30’ spread width	1.00	EA	0.00	0.00

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Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
sourcewell quote charles	NET 30	DALE	10/10/24		MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
	** Vibrator Kit "				

Prepared By: dwillis@vikingcivesmidwest.com
Memo: Sourcewell quote member #37582

Sub-Total	56,400.99
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	56,400.99

Customer must fill out the information below before the order can be processed.

Accepted by:_____ **Date:**_____ **P.O.#:**_____

**Quoted price does not include any applicable taxes.*
**Terms are Due Upon Receipt unless prior credit*
**Terms for established accounts, NET 30 days*
**Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis*

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 2, 2024 **CONTRACT NO.**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $421,600 with Stantec Consulting Services, Inc., for architectural design services and construction oversight related to the 12th Street extension project.

BACKGROUND/JUSTIFICATION

On August 6, 2024, the citizens of Blue Springs passed a $40 million bond issue for road and street improvements. The program included the following projects:

(a) Neighborhood Street Preservation Program
(b) Improvements to Mock from 7 Highway to Sunnyside
(c) Improve Adams Dairy Parkway at Duncan Road
(d) Downtown Master Plan Capital Improvements
(e) Widen and improve Walnut Street from Woods Chapel Road to 15th Street
(f) Adams Dairy Parkway street light improvements
(g) Construct SW 12th Street from SW Southcrest Drive to Wyatt Road
(h) Improve the intersection of Woods Chapel Road and US 40 Highway

In 2020 Stantec was contracted to do a site study for Southwest Park and Roscoe Righter Park. The study provided a conceptual design for Southwest Park and ultimately led to the renewal of the Park Sales Tax which included the construction to Southwest Park. During the conceptual design of Southwest Park by Stantec, they also designed the road alignment for 12th Street to provide a safe park setting but still providing access for Southern Jackson County Fire Protection District to respond to emergencies on the southwest portion of Blue Springs.

Since the road alignment is extremely important for the success of Southwest Park, staff engaged Stantec Consulting Services, Inc. to provide total road design services and construction oversight services. The total cost for this work is $421,600 including reimbursables.

Staff recommends entering into a contract with Stantec Consulting Services, Inc. for the 12th Street extension design services for an amount not to exceed $421,600.

FINANCIAL IMPACT

Contractor:	Stantec Consulting Services, Inc. 7208 W. 80th Street Overland Park, KS 66204
Amount of Request/ Contract:	$421,600

Amount Budgeted:	$0
Budget Year:	FY2024/25
Funding Source/Account #:	310-72000-543100 ST-55 Bonds
Account Balance:	Included in the $40 million bond issue Date: 10/23/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 19, 2024	December 31, 2026
Years and Months Contract in effect	**Number of times renewable**
26 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

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

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	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:	☒	Stantec Consulting Services, Inc. 7208 W. 80th Street Overland Park, KS 66204 Kelly VanElders Kelly.vanelders@stantec.com 913-905-3415
Project Exemption Certificate needed:	☐	
Other:	☐	

Resolution No. 103-2024

A RESOLUTION APPROVING A CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR 12TH STREET EXTENSION DESIGN AND CONSTRUCTION OVERSIGHT SERVICES

WHEREAS, the residents approved a bond issue on August 6, 2024, that included the extension of 12th Street between SW Southcrest Drive and Wyatt Road; and

WHEREAS, Stantec Consulting Services, Inc. provided conceptual design work for the development of Southwest Park including the road alignment; and

WHEREAS, the City requested a quote to provide design and construction services including bid documents for 12th Street from Stantec Consulting Services, Inc; and

WHEREAS, staff recommends entering into a contract with Stantec Consulting Services, Inc in the amount of $421,600 to provide design and construction oversight services for 12th Street.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Stantec Consulting Services, Inc., 7208 W. 80th St., Overland Park, KS 66204 for design and construction oversight services for 12th Street extension in the amount of $421,600. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract including submitting a FY 2024-2025 budget amendment to Council for approval..

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

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

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Rev. 01/01/2024

EFFECTIVE DATE: November 19, 2024	TERMINATION DATE: December 31, 2026	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Stantec Consulting Services Inc.** **7208 W. 80th Street** **Overland Park, KS 66204**
Department: Public Works	Attention: Kelly VanElders
Phone: 816-228-0280	Phone: 913-905-3415

CONTRACTOR CONTRACT

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

WITNESSETH:

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

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

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

1. **Services**. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, requirements, and customarily accepted professional practices and procedures normally provided in the performance of the services at the time when and the location in which the services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Contractor's performance.

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$421,600.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

The Contractor may terminate this Agreement upon seven (7) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the Contractor's invoices will be considered a material breach of this Agreement.

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

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

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

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

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

13. **Compliance with Laws**. Contractor agrees to comply with all applicable federal, state and local laws, including but not limited to “prevailing wage” and “Davis-Bacon”, or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by contractor is current.

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days’ notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the contract has been signed, shall notify the City of any impending cancellation, actual

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

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

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

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Contractor agrees to maintain professional liability insurance in the amount of $1,000,000 per claim and in the aggregate during the term of this contract.

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

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

a. Neither the City nor the Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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

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

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

immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation. The total amount of all claims the City may have against the Contractor under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or $750,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Contractor and not against any of the Contractor's employees, officers or directors.

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

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

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

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

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

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

_____ _____
Affiant / Contractor Printed Name

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

_____
SEAL Notary Public

21. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. 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.

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

23. **Jurisdiction**. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

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

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

STANCTEC CONSULTING SERVICES INC.

VanElders, Kelly Digitally signed by VanElders, Kelly DN: CN="VanElders, Kelly", OU=Internal, OU=users, OU=stantec, DC=corp, DC=ads Date: 2024.11.18 13:38:36-06'00'

By:_____

Name:_____

Title:_____

CITY OF BLUE SPRINGS, MISSOURI

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer M. Baird

_____

Jennifer M. Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	**Stantec Consulting Services Inc.** **7208 W. 80th Street** **Overland Park, KS 66204**	
Scope of Work (Job Description)	Stantec Consulting Services will provide design work for the 12th Street extension project to include conceptual alignment, planning and schematic design, preliminary plan development; final plan and easement documents, bid documents, permitting, bidding and negotiation and construction oversight services. The design of 12th Street will be in accordance with the Southwest Park development that Stantec has worked on with the Parks Department. Attachment A – Civil Engineering and Landscape Architecture Services Attachment B – Community Development Professional Services Agreement.	
Start Date	November 19, 2024	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	December 31, 2026	
Reimbursable Expenses	☐ None ☒ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$392,000.00	Maximum payment for services rendered
	$29,600.00	Maximum amount of expenses to be reimbursed
	$ 421,600.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project ☐ Monthly Payments Based On Rate of $_____ Per Hour ☒ Incremental Payments As Follows: Monthly based on percentage of work completed. ☐ ____% retainage held until completion of project.	

Stantec Consulting Services Inc.
6800 College Boulevard, Suite 750, Overland Park KS 66211-1855

September 20, 2024
File: BD-1903 12th Street

Attention: Dennis Dovel
Assistant City Administrator
City of Blue Springs
903 W. Main
Blue Springs, MO 64015
816.228.0265
ddovel@bluespringsgov.com

Dear Dennis,

Reference: 12th Street Design _ Civil Engineering and Landscape Architecture services

Thank you for the opportunity to be the consultants to develop design development through construction administration for the 12th Street Roadway project! We have teamed with Wilson and Company who provided engineering design services for the SW Park master plan. It is our understanding that the Stantec team will primarily be responsible for the initial alignment design, design development, bid documents, and construction administration scope of work, however, we will also contribute to overseeing access with future park improvements and any known adjacent property design connections. We have also included providing street tree, screening, and BMP planting design for the roadway. We proposed the following scope of services for civil engineering and landscape architecture consulting for preliminary alignment design, design development, bid documents, and construction administration along with preliminary park connection coordination. If you have any questions let me know.

STANTEC scope of services as the Project Prime Consultant (see Exhibit A for Civil Engineering Services by Wilson & Company, sub-consultant to Stantec).

Conceptual Alignment Design

- Scope & Deliverables
  - Confirm program items for roadway and connection to adjacent park amenities and known future road connections.
  - Develop (1) one plan view alignment conformed to master plan. Include future known curb cuts, pedestrian crossings, and any adjacent amenity coordination items for the future park.
  - Transition CAD plan view concept alignment to Civil.
  - Confirmation of roadway design standards by Prime.
- Meetings
  - Attend (1) one on site kick off / Programming meeting in person and site visit
  - Attend (1) one concept plan review meeting - virtual.

Planning and Schematic Design 10%

- Scope & Deliverables

  - Redline of initial Civil set.
  - Research roadway landscape requirements
  - Develop plant species options and quantities for streetscape.
  - Opinion of probable costs.
- Meetings
  - Attend (1) one design review meeting- virtual.

Preliminary Plan Development – 60%

- Scope & Deliverables
  - Review Civil design set for conformance with master plan.
- Meetings
  - Attend (1) coordination meeting. (virtual)
  - Attend (1) Design review meeting (virtual)

Final Plans and Easement Documents 95%

- Scope & Deliverables
  - Review Civil Set for conformance with park master plan.
  - Design of roadway landscape
  - Plant list and quantities for streetscape.
  - Opinion of probable costs.
- Meetings
  - Attend (1) one design review meeting- virtual.

Bid Documents 100%

- Scope & Deliverables
  - Final review of Civil Bid Documents for grading & connections with park master plan.
  - specifications
- Meetings
  - Attend (1) coordination meeting. (virtual)
  - Attend (1) review meetings (virtual)

Permitting

- NIC – by subconsultant

Bidding & Negotiation

- Attend bid opening

Construction Phase Services

- Construction Administration services and deliverables:
  - Attend (1) Pre-Con meeting.
  - Attend select Construction Observation meetings – (3) site visits
  - Attend preliminary and final punch lists – (2) site visits
- Weekly construction meetings during CA & submittals, are <u>not</u> included.

END SCOPE OF LANDSCAPE ARCHITECTURE SERVICES

Reference: **12th Street Design _ Civil Engineering and Landscape Architecture services**

Scope Notes and Assumptions for items NIC and Potential Additional Services:

- Hardscape design such as custom pedestrian crossings, monument signage, etc, negotiate per needed scope.
- Site furnishings and specialty lighting design additional services or by others.
- 3D/2D renderings, or perspectives, 3D fly-through video NIC, negotiate per needed scope.
- No public meetings.
- Meetings / site visits beyond quantities stated above shall be negotiated per hours needed.
- Streetscape planting plans, irrigation design additional services.
- Scope of work includes one round of revisions during schematic-CD's. Additional revisions shall be negotiated per level of effort.
- Erosion Control Plan by others
- Land disturbance permit by others

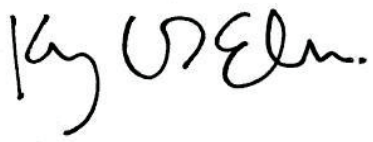
CIVIL, SURVEY, GEOTECHNICAL
(see Exhibit A for Civil Engineering Services by Wilson & Company, sub-consultant to Stantec)

If Change Orders require additional design or revisions, additional services will be assessed reflective of the effort required to design and detail new or revised elements added to the project.

TOTAL Stantec + Wilson FEE: **$392,000**+ Expenses NTE $29,600

Regards, Kelly VanElders

Stantec Consulting Services Inc.



Kelly VanElders PLA, ASLA, LEED AP
Principal
Phone: 913.905.3415
kelly.vanelders@stantec.com

Reference: **12th Street Design _ Civil Engineering and Landscape Architecture services**

By signing this proposal, The City of Blue Springs authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions. (Stantec Prime Consultant Agreement).

This proposal is accepted and agreed on the 20 day of September, 2024.

Per: City of Blue Springs

Dennis Dovel _____

Assistant City Manager

_____

Signature

Attachment: Stantec Prime Consultant Agreement, Exhibit A scope of services for Wilson & Company

c.

Exhibit A
Scope of Services
12th Street Extension
July 20, 2022

General Scope of Services

The purpose of this contract is to provide professional design services to develop construction bid documents for the 12th Street extension from SW Wyatt Road north to the terminus of the existing 12th Street. The proposed improvements are approximately 3,200-feet of 2-lane residential collector roadway located within Southwest Park. The proposed improvements include:

- 28-foot back-of-curb to back-of-curb road width,
- 5-foot sidewalk and 10-foot trail,
- underground storm drainage system.
- Water main extension
- Street Lighting
- Right-of-Way taking

The overall plan development at Concept Plans will be 10% complete. The Preliminary Plans will 60% complete. The Final Check Plans will be 95% complete and Final Plans will be 100% complete.

Detailed Scope of Services

Section 1 – Concept Plan Development (10% Complete)

1.1 Develop a typical section based on City of Blue Springs design criteria.

1.2 Coordinate with the City and the recently approved Southwest Park master plan to develop a proposed horizontal alignment utilizing City GIS data.

1.3 Develop a proposed vertical alignment utilizing County LiDAR data.

1.4 Prepare cross sections at 100-foot intervals for the proposed typical section.

1.5 Prepare concept plans that will include the following sheets:

- Title Sheet
- Typical Section Sheets
- Plan & Profile Sheets (identify grading limits)
- Cross Section Sheets

1.6 Perform an environmental review to develop/obtain key environmental clearance documentation as outlined in the MoDOT Local Public Authority Manual.

- Comply with Section 106 (Cultural Resources) and obtain SHPO's concurrence.
- Determine 4(f)/6(f) Involvement
- Determine if 404 or 401 permits are required
- Identify Threatened or Endangered Species and consult with MDC to obtain clearance letter.
- Determine Floodplain Impacts and identify required permits.
- Comply with Clean Water Act Section 602 and identify required permits.

- Comply with environmental laws regarding the use of borrow and spoil sites. Identify applicable requirements.
- Identify Hazardous Waste and coordinate with DNR if found.
- Comply with Farmland Protection Policy Act (FPPA) and obtain farmland rating.
- Determine Social/Economic/Environmental Justice for various alternatives.
- Determine if a noise analysis is required.
- Determine if the project is considered "regionally significant" and if an air quality analysis is required.

1.7 The Consultant will attend a Concept Plan review meeting with the City staff to discuss the proposed improvements. The concept plan will be used to establish required survey limits.

Section 2 – Data Collection and Field Survey

2.1 Section Corners and Property Corners. The Consultant will conduct section tie surveys as necessary to reestablish the existing right-of-way, platted lots, and unplatted properties. It is assumed these corners are monumented and referenced based on previous projects in the area. A search for existing property corner monuments will be conducted. Any found monuments will be shown in the topography as an unconfirmed corner. A legal boundary survey will NOT be conducted at this time.

2.2 Survey Control. The Consultant will establish the survey control network of the project. Horizontal and vertical control points will be set along the proposed road corridor to be used for design surveys. References will be tied to each monument. Benchmarks will be set on permanent structures that have less likelihood of being disturbed.

2.3 Utility Locates. The Consultant will contact utility companies through the One-Call system and as supplemented by the City for those utility companies not associated with the One-Call system. Utilities will be horizontally field located according to field marks by the utility companies or by a One-Call locator. If there is no response to the initial request, One-Call will be contacted a second time to re-issue the locate notices. The man-hours for this item are based on all utilities being marked within two (2) weeks of the time of the locate request. If a utility owner does not respond to the locate request, the Consultant will contact the City to discuss a plan of action and estimated cost to complete the survey.

2.4 Topographic Field Survey. Perform field surveys to obtain sufficient detail for the project design based on the Concept Plans. The field information shall include topographic information to clearly identify breaklines, slopes, and terrain issues including; top of drainage channel banks and streambeds within 100' upstream and downstream of the proposed project.

2.5 Pavement Hardshots. Hard shots will be taken at the edge of pavement and centerline for areas without curb and gutter. In areas with curb and gutter, top of curb, gutter flow line, lip of gutter, and centerline will be shot. Hard shots will be taken in cross section fashion at 25-foot intervals.

2.6 Locate Storm and Sanitary Sewer Structures. The inflow/outflow elevations for storm and sanitary sewer structures will be located along with the size and type of structure and the size and type of the conduit entering and leaving the structure.

2.7 Locate Manmade Objects. Fixed location manmade objects visible on the surface will be located horizontally and vertically (at the ground).

2.8 Locate Geotechnical Borings. The Consultant will set lath and flags at locations identified by the geotechnical engineer. Each boring location will be surveyed for project coordinates and elevations. Changes in the field to these locations will be noted by the geotechnical engineer and adjusted in the base mapping.

2.9 Property Lines and Ownerships. The Consultant will order title reports from a local title company. The deliverables from the title company will include the ownership name, identification of any encumbrances on the property, a description of the property, and copies of deeds and any easements associated with the property. The Consultant will use this information to develop the right-of-way and property information used in the base mapping. The Consultant has identified a total of 3 individual tracts.

Section 3 – Geotechnical Investigation and Recommendations

The Consultant will retain a geotechnical engineer to provide subsurface exploration and analysis for design development of pavement sections, compaction requirements, cross road culverts, natural rock cuts, and retaining walls.

3.1 Project Initiation, Reconnaissance & Coordination of Exploratory Boring Locations. The geotechnical engineer will review the project site with the engineer and field stake boring locations. The geotechnical engineer will then contact a utility locate service and the City of Blue Springs to have underground public utility lines located and marked. Where conflicts with underground or overhead utilities are identified, boring locations will be adjusted in consultation with Consultant. Upon completion of field exploration, the Consultant will determine boring locations and elevations by survey and provide the data to the geotechnical engineer

3.2 Roadway Borings. Geotechnical engineer understands borings will be performed within city-owned property. In areas where the new alignment will require cuts below existing grade, roadway borings will be performed at approximately 500-foot intervals. These borings will extend at least 8 feet below the planned road subgrade level. The borings will be left open for a minimum of 24-hours to record evidence of groundwater. It is anticipated that six (6) borings will be required through the project limits.

3.3 Laboratory Testing. Samples of the soil and rock will be obtained from borings and tested to determine engineering properties in accordance with accepted geotechnical engineering practices. Samples recovered at locations selected by the Consultant will be tested as directed.

3.4 Geotechnical / Geological Work Products. The deliverable items for this project will consist of geotechnical reports with boring logs and diagrams. Reports will describe subsurface conditions and present geotechnical recommendations for placement and compaction of engineered fills, preparation of roadway subgrades and other geotechnical aspects of the project. For each project, geotechnical engineer will provide professional opinions of minimum thickness of Portland cement concrete (PCC) and/or asphalt concrete (AC) pavements, based on traffic data provided by the Consultant.

Section 4 – Preliminary Plan Development (60% Complete)

4.1 Refine the typical sections to be used for the design based on the geotechnical report and City recommendations.

- Pavement type
- Pavement thickness
- Subgrade treatment

- Backslopes and foreslopes
- Lane widths
- Sidewalk/Trail Locations

4.2 Refine horizontal alignment based on Concept Plan review and topographic survey information.

4.3 Refine vertical alignment based on Concept Plan review and topographic survey information.

4.4 Develop underground storm drainage system.

4.4.1 Prepare a drainage area map for the project. Subbasins for each crossroad structure and inlet structure will be clearly identified on the drawing.

4.4.2 Design the location of curb inlets and drainage structures based on the City's minimum design requirements for a residential collector street.

4.5 Develop erosion control plan for the proposed improvements. The extent of the drawings will identify the general design for placement of silt fencing, wattles, sedimentation basins, and other erosion control measures during construction activities. The plan will be in a reduced scale and double-plan sheet format with existing and proposed contours.

4.6 Prepare cross sections at 25-foot intervals. Additional cross sections will be provided at entrances, side streets, crossroad culverts, and locations of critical interest to depict cuts, fills, or special features.

4.7 Prepare a preliminary street lighting layout based on photometric calculations for the proposed roadway configuration.

4.8 Prepare a preliminary drawing for the permanent pavement marking and signing plan.

4.9 Prepare a preliminary drawing for the traffic control and construction phasing plan.

4.10 Design a water main extension along the corridor that will accommodate the future park improvements.

4.11 The following plan sheets will be prepared for the preliminary plan submittal.

- Title Sheet
- General Layout Sheet
- Typical Section Sheets
- Control and Reference Ties Sheet
- Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- Water Main Plan and Profile Sheets
- Permanent Pavement Marking and Signing Sheets
- Street Lighting Plan Sheets
- Intersection Details Including Sidewalk Ramp Layouts
- Erosion Control Sheets
- Traffic Control and Construction Phasing Sheets
- Drainage Area Map
- Cross Sections

4.12 The Consultant will prepare an Opinion of Probable Construction Cost using City standard bid items and recent bid tabs for the metro area in conjunction with local cost information provided by the City.

4.13 The Consultant will attend a Preliminary Plan review meeting with City staff.

Section 5 – Final Plans and Easement Documents (95% Complete)

5.1 Based on the comments received from the City during the Preliminary Plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use during this plan development phase.

5.2 Any proposed easements will be noted on the plans using station/off-set call outs.

5.3 Prepare exhibits that will include one (1) temporary easement description and one (1) right-of-way easement description per tract.

5.4 The Consultant will prepare job special provisions for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.

5.5 The Consultant will update Opinion of Probable Construction Cost.

5.6 The Consultant will assist the City in preparing, submitting and communicating information for the following environmental permits which are anticipated for the project:

a. Stormwater Pollution Prevention Plan (SWPPP)
b. MDNR Land Disturbance.
c. Nation Wide Permit (NWP) for Linear Transportation Projects (COE).

Additional permit preparation will be negotiated as an additional service. It is anticipated that the creek crossings will be covered under a Nation Wide Permit 14 for Linear Transportation Projects and preconstruction notification will not be required. If it is determined that preconstruction notification is required or an Individual Permit is required by the USACE, this will be negotiated as an additional service.

5.7. The Consultant will attend a Final Plan review meeting with City staff.

Section 6 – Bid Documents (100% Complete)

6.1 Based on the comments received from the City during the Final Plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use.

6.2 The Consultant will prepare a project manual using the City's standard front end documents and specifications. Job Special provisions will be included for all non-standard work items.

6.3 The Consultant will update Opinion of Probable Construction Cost.

6.4 The Consultant will submit PDF plans to Drexel Technologies for bidding the project.

Section 7 – Utility Coordination

7.1 The Consultant will submit a Utility Location Report to each of the utility companies identified in the project corridor. The report will also include 11 x 17 conceptual plan sheets of the project for their use in locating their facilities.

7.2 The Consultant will provide one (1) half size (11" x 17") set of Preliminary Plans to each utility company that has facilities located within the project corridor and schedule a utility coordination meeting to be held at City hall. The purpose for attending this meeting is to discuss the project improvements and begin the process of developing relocation plans as needed based on the design layout and limits of construction and identify any needs for additional utility easements.

7.3 The Consultant will schedule and attend a utility coordination meeting during the development of the Final Check Plans to review each of the utility company's decisions that will need to have been made with regard to the relocation of their facilities that are in conflict with the proposed improvements. Coordination between the various utilities will be discussed. The location of any utility easements will be required for the Right-of-Way Plan preparation.

7.4 The Consultant will schedule and attend a utility coordination meeting after final plans have been completed. The purpose of this meeting is to review the progress of each of the utility companies for the relocation of their facilities.

Section 8 – Project Meetings

8.1 The Consultant will attend a kick-off meeting at City Hall to discuss the project schedule, specific design issues that will need to be resolved and establish the dates of future team meetings. It is anticipated that this meeting will be approximately two (2) hours.

8.2 The Consultant will attend monthly meetings with the City to discuss project progress, design issues that may arise throughout the project, changes within other City projects that may affect the project, project schedule, and other items as needed. These meetings will occur during the Concept and Preliminary design phases only. Based on a four (4) month Preliminary Plan development schedule, a total of four (4) meetings will need to be scheduled.

8.3 The Consultant will attend one (1) public meeting to present the Preliminary Plans. The meeting will be held at location to be determined by the City in an "open house" format. The Consultant will prepare two (2) large display board mounted on foam core to allow people to view the proposed improvements. One (1) set of full-size plans will be available to discuss one-on-one items if necessary.

8.4 The Consultant will attend a pre-bid meeting and answer questions from potential bidders during the project advertisement period.

Section 9 – Project Management and Quality Control

9.1 The Consultant will prepare a Project Work Plan that covers the methodology, design criteria, and other pertinent information that will affect the project design and schedule. Other documents that will be used in the development of the Plans are:

- City of Blue Springs design criteria
- KCAPWA
- AASHTO's "Manual on Uniform Traffic Control Devices" (MUTCD)
- AASHTO's "A Policy on Geometric Design of Highways and Streets"

- AASHTO's "Roadside Design Guide"
- Other publications as directed by the City

9.2 This task will include coordination of the Consultant's project team, preparation of the monthly progress reports to the City, and providing timely response to the City from the Project Manager.

9.3 The Consultant shall provide QA/QC check on plans and quantities. A quality control manual, specific to this project, will be developed and maintained in the Project Manager's office. This manual can be made available for review by the City at any time.

Section 10 – Construction Phase Services

10.1 At this time, construction phase services are not included in this contract. Should the City desire to have Wilson & Company perform construction phase services, including but not limited to the following items, a scope and fee will be negotiated as a supplemental service.

- Provide construction management reviews
- Provide on-site inspection
- Provide materials testing
- Review shop drawings
- Review RFI's, change orders, pay applications, etc.
- Final inspection and letter of acceptance
- Preparation of record drawings

Assumptions

1. Full-size plan sheets are to be 22" x 34". US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction.
2. Plan scale will be 1"=20'. Profile scale will be 1"=20' horizontal and 1"=10' vertical. The scale of other sheets will be modified depending on the level of detail required.
3. Two (2) full size and two (2) half size plan sets will be submitted to the City for review at each milestone.

City Responsibilities

1. Provide list of property owner names and addresses of affected tracts. The Consultant will use the information for sending letters to each of the property owners along the project corridor to inform them that surveyors will need to have access to their property for the purpose of obtaining property line and topographic information.
2. Provide the City standard design criteria for the design of roadways and storm drainage systems to the Consultant.
3. Provide the City standard details to the Consultant for use in the project.
4. Provide the Consultant with copies of all plats adjacent to the project in *.tif format or hard copy as available.
5. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
6. Notify all property owners along the project and other interested parties of any public meetings.
7. Arrange and provide the facilities for all public and utility meetings.
8. Provide any recent bid tabs to assist in the development of the opinion of probable costs.
9. Acquire all proposed right-of-way and easements, if required.

10. Obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in the Scope of Services.
11. Arrange utility meetings.

Items Not Included in the Scope of Services

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
    a. Changes in the scope, extent, or character of the project.
    b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
    c. Updating plans to reflect development that has occurred after the Final Plans are complete.
2. Full property survey or setting of new property corners if they are missing is not required.
3. Flagging of the proposed right-of-way and easements as part of the appraisal process.
4. Preparation of any environmental clearance documents, except as noted in the scope of services.
5. Revisions or modifications to the construction plans, legal descriptions, and/ or exhibits created by negotiations between the City and the property owner during property acquisition.
6. Printing and review of bidding documents.
7. Design of an irrigation system for the landscaped and grassed areas.
8. Channel change work, other than directly at the inlet and/or outlet end of roadway drainage structures, will not be required.
9. Design for sanitary sewer systems. If requested by the City, the design of any sanitary sewer systems will be negotiated as an additional service.

COMMUNITY DEVELOPMENT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective September 20, 2024 (the "Agreement Date") by and between:

"Client"

Name:	city of Blue Springs, MO		
Address:	City Hall 903 W. Main, Blue Springs, MO 64015		
Phone:	816.228.0265		
Representative:	Dennis Dovel, Assist. City Administrator	Email:	ddovel@bluespringsgov.com

"STANTEC"

Name:	Stantec Consulting Ltd.		
Address:	7208 W. 80th Street, Overland Park, KS 66204		
Phone:	913.905.3415		
Representative:	Kelly VanElders, Principal	Email:	kelly.vanelders@stantec.com

Project Name (the "Project"):

12th Street Design & Engineering

This project is to be developed on a stage-by-stage basis where a stage is defined as a development for which a set of detailed engineering drawings is prepared.

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The compensation and time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of invoices, the details of which can be obtained or verified by contacting *ar@stantec.com*.

The Client and Stantec expressly agree that Stantec's fees for Services performed shall be payable by the Client even in the event that the Client does not, for any reason, proceed with the Project. If the Project or any part thereof is abandoned or unduly delayed for reasons beyond Stantec's control, the Client shall pay to Stantec the fees for Services performed in accordance with the fee payment schedule in Attachment "A", and/or calculated on a time plus expense basis, at the option of Stantec.

The Client shall not be entitled at any time to costs, damages, or expenses that may be incurred due to Stantec's suspension or termination of Services. The Client shall be responsible for any demobilization and remobilization costs incurred by Stantec as a result of any suspension.

When the work is being performed by Contractors, the fees due Stantec shall be paid to Stantec whether or not payment is made to or withheld from the Contractors. No deduction shall be made from Stantec's fee on account of any penalties or damages claimed by the Client from the Contractors, or of other sums withheld from the Contractors.

If any information provided by the Client or by others on behalf of the Client should be erroneous or inaccurate, any necessary change or changes in the plans, specifications, drawings, or designs will be charged as extra work. Where accurate information, plans, and specifications regarding any existing or proposed buildings or works that are involved in the Project is not available, the cost of obtaining the same shall be borne by the Client.

If, after the drawings and specifications for any part of the work are completed in accordance with the Client's previous decisions, it shall become necessary for Stantec to make any changes in any designs, drawings, plans or specifications for any part of the Project, or if Stantec incurs extra work, cost or expense by reason of any act or matter over which

Stantec has no control, the Client shall pay to Stantec a fee for such changes or extra work calculated on a time plus expense basis or as mutually negotiated by the parties. Prior to the commencement of such changes or extra work Stantec shall notify the Client in writing of intentions to make such changes or to carry out such extra work and that Stantec shall keep separate costs records in respect to such changes or extra work.

Where changes to the design, plans and specifications are required after the start of design, due to the Client's decision to split a phase into two (2) or more phases, Stantec reserves the right to invoice the Client for the additional costs incurred as a result thereof on a time plus expense basis or as mutually negotiated by the parties.

Nothing in any Agreement between the Client and Stantec shall be construed to obligate Stantec to prepare for or appear in litigation on behalf of the Client, unless Stantec agrees to provide and is equitably compensated for such services on a time plus expenses basis.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

VARIATIONS IN DESIGN: Stantec is empowered to make such deviations, alterations, additions and omissions in carrying out the work as Stantec may reasonably consider desirable in the Client's interests.

TERMINATION: Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's provision or review of field investigation, laboratory testing and engineering/consulting recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve

such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions.

In the event of any construction emergency, which in the opinion of Stantec requires immediate action in the Client's interests, Stantec shall have authority to issue such orders on behalf of and at the expense of the Client as are deemed necessary or expedient.

At no time shall Stantec be construed to be the party as defined under applicable Occupational Health and Safety (OHS) legislation responsible for coordination or provision of environmental, health and safety requirements and activities for the Project or Project work sites, except as such requirements relate to Stantec's own staff.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or $500,000 per stage. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents

harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that is has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

city of Blue Springs, MO		**Stantec Consulting Ltd.**	
	Dennis Dovel, Assistant City Administrator Print Name and Title		Kelly VanElders, Principal Print Name and Title
Signature		Signature	
	Print Name and Title		Print Name and Title
Signature		Signature	VanElders, Kelly Digitally signed by VanElders, Kelly DN: CN="VanElders, Kelly", OU=Internal, OU=users, OU=stantec, DC=corp, DC=ads Date: 2024.11.18 13:39:44-06'00'

COMMUNITY DEVELOPMENT
PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

city of Blue Springs, MO

(hereinafter called the "Client")

- and -

Stantec Consulting Ltd.

(hereinafter called "Stantec")

EFFECTIVE: September 20, 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

Attached Scope Exhibit for 12th Street

(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: October 1, 2024

Estimated Completion Date: August 15, 2026

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

See attached Scope and Fee exhibit for 12th Street.

An one percent (0%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film and report materials; communications expenses (e.g., faxes, office and cellular/mobile phones, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; permit and examination fees; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a 1 percent (1%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services, Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally

adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

When Stantec's fees are computed as a percentage of construction costs:

- "Opinion of Probable Cost" is the estimate of the probable construction cost, which will be provided by Stantec during the design phase of the Project, as amended from time to time; and "Cost of Work" is the actual cost of the construction, which is based on the tender amount submitted by the Contractor plus any other construction costs (whether from construction change orders, amendments, unit price/quantity variations, etc.), to the extent related to Services.
- Stantec's initial fee shall be calculated as 0% of the construction value, as set out in this Agreement, based on the initial Opinion of Probable Cost provided by Stantec, and shall be adjusted to the extent that the Opinion of Probable Cost is amended. Stantec's fees shall be further adjusted based on the tender amount submitted by the Contractor, and shall not be reduced by any reduction or discount in the Contractor's price that occurs through negotiation after tender submission.
- It is anticipated that the Cost of Work may be adjusted periodically after submission of the Contractor's tender. If the Cost of Work increases, Stantec's fees will be adjusted as follows: Increases of 10% or more of the last approved fees shall require written approval by the Client. Increases under 10% shall not require approval by the Client. Approval is deemed to be a written acknowledgement via email or in writing that the Client has agreed to the Cost of Work being presented. If the Cost of Work is lower than that estimated in the Opinion of Probable Cost, no written approval is required from the Client to reflect the appropriate reduction in fee.
- Stantec's minimum fees for each phase shall be $0, regardless of whether or not construction has commenced.
- Whenever the Client furnishes material, equipment, labor, or other service that is incorporated in the work, the fair market value of the materials or equipment as though they were purchased new, and current prices of labor or other service when the work was executed, shall be included in the total Cost of Work.

Stantec reserves the right at any time to direct fees and invoices to the Client for builder related work including plot plan approvals, grading inspection, and other services related to the builder program, for which the Client must rely on Stantec to carry out in the subdivision development process.

ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

NA

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 12, 2024

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

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

ISSUE/REQUEST

Adopt a Resolution approving Task Order #4 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran for Main Street Streetscape Improvements and Water Main Replacement in the amount of $575,400.

BACKGROUND/JUSTIFICATION

On October 21, 2024, City Council approved an On-Call Consulting Services Contract with SC Engineering, LLC dba Cochran (Cochran) for engineering consulting services.

At the August 19, 2024, Council meeting, Council directed staff to issue a Request for Proposals for design services, select and engage a consultant to design an infrastructure plan for a new Main Street Streetscape, within 60 days focusing on:

- Streets, sidewalks, landscape, and pedestrian access to Central Park.
- East Main Street gateway improvements.
- Signage and directional signage to parking.
- East Gateway downtown merchant and informational signage.
- Evaluation of public and private parking options.

At the October 21, 2024, Council meeting the City entered into an On-Call Consulting Services contract with Cochran and approved two task orders to begin work on the Neighborhood Preservation Project that was also approved in the bond election in August. Staff met with Cochran to discuss the scope for the streetscape project, Cochran's experience with this type of project, the City's requirements for the project and the timeframe for completion. The streetscape projects in Missouri that Cochran has worked on are included in the reference documents attached.

The attached Task Order for this project details the scope and steps necessary to be completed for the Downtown Streetscape project and to develop plans and specifications for the water main replacement under Main Street, from Hwy 7 to 15th Street with the project end date of December 2026. The Topographic Survey Phase will start in December and the Main Street Concept Development Phase will begin in January and will include open house meetings and a parking analysis.

FINANCIAL IMPACT

Contractor:	SC Engineering, LLC dba Cochran
Amount of Request/ Contract:	$ 575,400
Amount Budgeted:	$0
Budget Year:	FY 2024-25

Funding Source/Account #:	310-12500-544100 2025 Bonds
Account Balance:	$0 – Budget Amendment – Include in the 2025 $40 million bond issue Date: 11/26/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 5, 2024	December 31, 2026

STAFF RECOMMENDATION

Staff recommends approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Cochran streetscape examples
2. Resolution with Task Order #4 attached as Exhibit A

REVIEWED BY:

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

Example Cochran Streetscapes:

Cochran roles: concept development, public meetings/presentations, survey, roadway, sidewalk, lighting design, and construction administration.

Dave Christensen, P.E. – served as Project Executive on all these projects.

City of Union – Main Street



City of Ozark – Downtown Improvements





City of De Soto – Main Street




City of De Soto – Main Street
Picture during construction

City of De Soto – Main Street



New Haven – Front Street



New Haven – Miller Street



City of Washington – 3rd Street



Crystal City - Bailey Road Ph 1



Crystal City – Bailey Road Ph 2



Crystal City – Mississippi Avenue



Resolution No. 104-2024

A RESOLUTION APPROVING TASK ORDER #4 TO CONTRACT NO. 2024-166 WITH SC ENGINEERING, LLC DBA COCHRAN FOR MAIN STREET STREETSCAPE IMPROVEMENTS AND WATER MAIN REPLACEMENT

WHEREAS, on August 19, 2024, City Council directed staff to issue a Request for Proposals for design services, select and engage a consultant to design an infrastructure plan for a new Main Street Streetscape; and

WHEREAS, on October 21, 2024, City Council approved an On-Call Consulting Services Contract with SC Engineering, LLC dba Cochran (Cochran) for engineering consulting services; and

WHEREAS, based upon Cochran's experience with streetscape projects, staff recommends approving Task Order #4 for the Downtown Streetscape project, including plans and specifications to replace the water main under Main Street, from Hwy 7 to 15th Street.

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

Section 1. The City Administrator is hereby authorized to enter into Task Order #4 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran for Main Street Streetscape Improvements and Water Main Replacement in the amount of $575,400. A copy of the proposed Task Order #4 is attached hereto as Exhibit "A" and is incorporated herein.

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

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

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

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CONTRACT NO. 2024-166	TASK ORDER NO. 4	TASK ORDER EFFECTIVE DATE: DECEMBER 5, 2024	TASK ORDER TERMINATION DATE: DECEMBER 31, 2026
CITY		**CONSULTANT**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**		**SC Engineering, LLC, dba Cochran** **618 SW 3rd Street** **Lee's Summit, MO 64063**	
Attention: Dennis Dovel		Attention: David Christensen, Vice President	
Department: Administration		Phone: (314) 220-7016	
Phone: (816) 228-0111			

TASK ORDER

This Task Order is entered into as the date last signed by the parties and is between SC Engineering, LLC, dba Cochran ("Consultant") and the City of Blue Springs, Missouri ("City").

WHEREAS, the City has engaged Consultant to provide engineering services pursuant to an Agreement for On-Call Consulting Services, pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement**. This Task Order is subject to all terms and conditions contained in the Agreement for On-Call Consulting Services, that are not inconsistent with the specific terms contained herein, and the Agreement for On-Call Consulting Services between the parties is incorporated herein as if set forth in full by this reference.

2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in **Exhibit 1**.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and all work shall be completed by December 31, 2026.

4. **Compensation**. Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for On-Call Consulting Services between the parties.

5. **Additional Terms and Conditions**. If any, attached to this Task Order as **Exhibit 2**.

IN WITNESS WHEREOF, the Consultant and the City have executed this Task Order as of the Effective Date.

SC ENGINEERING, LLC, DBA COCHRAN

David Christensen, Vice President

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM:

By: _____
Jennifer Baird, City Attorney

EXHIBIT 1
Task Order #4 - Scope of Services

Main Street Streetscape Improvements and Water Main Replacement – Lump Sum Proposal:

The purpose for this Lump Sum Proposal is to provide Professional Engineering and Inspection Services for the Main Street Streetscape Improvements [from Hwy 7 to 15th Street], and water main replacement.

Budget - the City bond issue allocated a $5M budget for the Downtown Master Plan Capital improvements. In addition, it is estimated to cost approximately $480,000 to replace the water main under Main Street, from Hwy 7 to 15th Street.

SCOPE OF SERVICES:

A. Topographic Survey Phase:

1. Topographic survey covering sufficient area to develop ADA compliant sidewalks, ramps, crosswalks and roadway plans for the project.
2. A survey baseline shall be established.
3. Roadway and sidewalks cross-sections shall be obtained at 50-foot intervals, a sufficient distance beyond the anticipated construction limits, to determine removal and replacement quantities. All drainage structures and courses shall be identified and included with flow line elevations. Additional cross-sections as required for clarity shall be taken as needed.
4. Existing utilities shall be located and plotted.

B. Main Street Concept Development Phase:

1. Strip Maps - develop four streetscape concept Main Street strip maps showing angled and parallel parking scenarios, to determine sidewalk widths and number of on-street parking spaces for each scenario.
2. Renderings - develop four 3D street view renderings to illustrate a visual representation of each of the strip map concepts.
3. Parking Analysis - conduct a parking survey/inventory to help determine existing parking needs and patterns. City staff will provide drone pictures to help conduct the analysis.
4. Open House Meetings – facilitate and help City staff conduct meetings as necessary, with downtown business owners, stakeholders, and City Council members to ultimately determine a preferred streetscape cross section.

C. Preliminary Design Phase:

1. Preliminary plans to include: field survey data, topographic information of the existing intersection and roadways, existing utilities, proposed improvements in accordance with the City of Blue Spring's approved streetscape concept, site plan improvement plans, preliminary roadway profiles existing and proposed changes, and roadway cross-sections.

2. Submit preliminary roadway drawings to the City for review and comment.
3. Provide the City with preliminary estimate of construction cost.
4. Submit preliminary plans to the Kansas City Southern Rail Road Company to facilitate a "*No Train Horn RR Crossing*."
5. Work with city staff and interested stake holders to select a new Main Street decorative street light.

D. Final Design Phase:

1. Right-of-Way Document Preparation - after notification of approval of the preliminary plans from the City, Cochran shall prepare easement and/or right-of-way documents, if needed.
2. The final streetscape design shall include at a minimum the following information, and shall include the other actions as described:
    - Cover sheet with location map, sheet index, and legend of symbols.
    - Plan and profile sheet showing existing topography, the proposed improvements, existing utilities and relocations, if required, construction limits, profile grade line, and incorporate all review comments from the City.
    - Typical streetscape sidewalk and roadway cross sections.
    - New water main replacement plans and specifications
    - Landscaping design.
    - Design plans for the anticipated "*No Train Horn RR Crossing.*" The design will be in accordance with the permitting requirements from the Kansas City Southern Rail Road Company, and as directed and approved by the City.
    - Decorative streetlighting plans and specifications.
    - Final cross-sections of the proposed improvements at 50 foot intervals.
    - Traffic handling and detouring plan with signage.
    - A complete set of contract documents and technical specifications including tabulation of bid quantities and current prevailing wage rates.
3. Submit final streetscape plans and specifications to the City for review and approval.
4. Incorporate final comments from the City into the plans and specifications.
5. Utilities: we will contact all utilities that may be affected by this project and provide them with the roundabout and roadway improvement plans to help facilitate the utility relocations if needed.
6. Provide a final estimate of anticipated construction costs.

E. Bidding Phase:

1. Provide Project Manuals and Plans to the City for bidding purposes. Plans shall be half size (11" x 17").
2. Make copies and distribute bid packages to contractors.
3. Answer contractor's questions during bidding and issue addenda (if required)
4. Conduct the bid opening and review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, and consult with the Owner on award of bid.
5. Review shop drawings when submitted for compliance with the drawings and specifications.

F. Construction Phase:

1. Serve as the City's representative for administering the terms of the construction contract.
2. Attend a preconstruction conference to discuss project details with the successful contractor.
3. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
4. Reject work not conforming to the project documents.
5. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
6. Measure and document quantities, and review monthly estimates for payments due the Contractor.
7. Inspect materials, review material certifications furnished by the Contractor, perform field testing, sample materials as required, and provide laboratory testing.

FEE:

1. The total amount of fee to be paid for the Scope of Services, Items A thru E – "Design and Bidding Phase Services" as outlined in this proposal shall be a lump sum fee of $328,800.00.

2. The total amount of fee to be paid for the Scope of Services, Item F – "Construction Phase Services" as outlined in this proposal shall be a lump sum fee of $246,600.00.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 29, 2024

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

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

ISSUE/REQUEST

Councilmembers Kaylor and Ericson will lead a discussion regarding amending Sections 340.350 Electronic Communication Device, Use Of While Driving Prohibited and 385.050 Seat Belts, of the Code of Ordinances City of Blue Springs, Missouri to allow these offenses to be a primary basis for a stop or detention. Upon conclusion of the discussion, a motion may be in order to direct staff to draft amended ordinances to implement these changes.

BACKGROUND/JUSTIFICATION

The current Code prohibits law enforcement officers from stopping or detaining a driver solely for violations of seatbelt use (Section 340.350) or texting while driving (Section 385.050).

If the Code was amended to make seatbelt and texting violations primary offenses, officers could stop and cite drivers directly for these violations, rather than only issuing a citation after stopping them for another offense.

There may be grant funding available for municipalities that set these offenses as primary offenses. The Cities of Grandview and Kansas City have made these offenses primary offenses and have set the fine for the offense at $50.00. The fine for seatbelts is currently $10.00 in Blue Springs but could be increased by a vote of City Council.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 3, 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. Code of Ordinances Section 340.350 relating to texting
2. Code of Ordinances Section 385.050 relating to seatbelts

REVIEWED BY:

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

B. It is unlawful for any person to request or solicit another person to blow into an ignition interlock devise or to start a motor vehicle equipped with the device for the purpose of providing the person so restricted with an operable motor vehicle if the driving privilege of the person making the request is restricted pursuant to this Section.

C. It is unlawful for any person to blow into an ignition interlock device or to start a motor vehicle equipped with the device for the purpose of providing an operable vehicle to a person whose driving privilege is restricted under State law.

D. It is unlawful for any person to tamper with, or circumvent the operation of an ignition interlock device.

Section 340.330. Duty To Stop. [R.O. 1996 § 340.330; Ord. No. 3603 § 1, 10-6-2003]

It shall be the duty of the operator or driver of any vehicle or the rider of any animal traveling on the highways, streets and roads of this City to stop on signal of any Law Enforcement Officer and to obey any other reasonable signal or direction of such Law Enforcement Officer given in directing the movement of traffic on the highways, streets and roads. Any person who willfully fails or refuses to obey such signals or directions or who willfully resists or opposes a Law Enforcement Officer in the proper discharge of their duties shall be guilty of a misdemeanor and on conviction thereof shall be punished as provided in Section 100.080 of this Code.

Section 340.340. Construction Barricades. [R.O. 1996 § 340.340; Ord. No. 3798 § 1, 7-7-2004]

Unless authorized to do so, it shall be unlawful for anyone operating a motor vehicle to enter a portion of any roadway that has been restricted for construction purposes; provided such restriction is posted by a sign, barricade or cones.

Section 340.350. Electronic Communication Device, Use Of While Driving Prohibited. [R.O. 1996 § 340.350; Ord. No. 4479 § 1, 2-18-2014; Ord. No. 5261, 10-2-2023]

A. As used in this Section, the following terms shall mean:

COMMERCIAL MOTOR VEHICLE — Has the same meaning as is ascribed to such term in Section 302.700, RSMo.

ELECTRONIC COMMUNICATION DEVICE — A portable device that is used to initiate, receive, store, or view communication, information, images, or data electronically.

1. Such term shall include but not be limited to: cellular telephones; portable telephones; text-messaging devices; personal digital assistants; pagers; broadband personal communication devices; electronic devices with mobile data access; computers, including, but not limited to, tablets, laptops, notebook computers, and electronic or video game systems; devices capable of transmitting, retrieving, or displaying a video, movie, broadcast television image, or visual image; and any substantially similar device that is used to initiate or receive communication or store and review information, videos, images, or data.

2. Such term shall not include: radios; citizens band radios; commercial two-way radio communication devices or their functional equivalent; subscription-based emergency communication devices; prescribed medical devices; amateur or ham radio devices; or global positioning system receivers, security, navigation, communication, or remote diagnostics systems permanently affixed to the vehicle.

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HIGHWAY — Has the same meaning as is ascribed to such term in Section 302.010, RSMo.

NON-COMMERCIAL MOTOR VEHICLE — Has the same meaning as is ascribed to such term in Section 302.700, RSMo.

OPERATING — The actual physical control of a vehicle.

OPERATOR — A person who is in actual physical control.

SCHOOL BUS — Has the same meaning as is ascribed to such term in Section 302.700, RSMo.

VOICE-OPERATED OR HANDS-FREE FEATURE OR FUNCTION — A feature or function, whether internally installed or externally attached or connected to an electronic communication device, that allows a person to use an electronic communication device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

B. Except as otherwise provided in this Section, while operating a non-commercial motor vehicle or commercial motor vehicle on any highway or property open to the public for vehicular traffic in this State, no operator shall:

1. Physically hold or support, with any part of his or her body, an electronic communication device;

2. Write, send, or read any text-based communication, including, but not limited to, a text message, instant message, email, or social media interaction on an electronic communication device. This Subsection shall not apply to operators of a non-commercial motor vehicle using a voice-operated or hands-free feature or function that converts the message to be sent as a message in a written form, provided that the operator does not divert his or her attention from lawful operation of the vehicle;

3. Make any communication on an electronic communication device, including a phone call, voice message, or one-way voice communication; provided, however, that this prohibition shall not apply to use of a voice-operated or hands-free feature or function;

4. Engage in any form of electronic data retrieval or electronic data communication on an electronic communication device;

5. Manually enter letters, numbers, or symbols into any website, search engine, or application on an electronic communication device;

6. Watch a video or movie on an electronic communication device, other than watching data related to the navigation of the vehicle; or

7. Record, post, send, or broadcast video, including a video conference, on an electronic communication device, provided that this prohibition shall not apply to electronic devices used for the sole purpose of continually monitoring operator behavior by recording or broadcasting video within or outside the vehicle.

C. The operator of a school bus shall not use or operate an electronic communication device while the school bus is in motion unless the device is being used in a similar manner as a two-way radio to allow live communication between the operator and school officials or public safety officials. The operator of a school bus shall not use or operate an electronic communication device or a two-way radio while loading or unloading passengers.

D. This Section shall not apply to:

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1. Law Enforcement Officers or operators of emergency vehicles, as such term is defined in Section 304.022, RSMo., who are both using the electronic communication device and operating the emergency vehicle in the performance of their official duties;

2. Operators using an electronic communication device for the sole purpose of reporting an emergency situation and continuing communication with emergency personnel during the emergency situation;

3. Operators of non-commercial motor vehicles using an electronic communication device solely through a voice-operated or hands-free feature or function;

4. Operators of commercial motor vehicles using a voice-operated or hands-free feature or function, as long as the operator remains seated and is restrained by a seat belt as required by law;

5. Operators of commercial motor vehicles reading a message displayed on a permanently installed communication device designed for a commercial motor vehicle with a screen that does not exceed ten (10) inches tall by ten (10) inches wide in size;

6. Operators using electronic communication devices while the vehicle is lawfully stopped or parked;

7. Commercial motor vehicles that are responding to a request for roadside assistance, when such response is conducted by a motor club as defined in Section 385.450, RSMo., or a towing company as defined in Section 304.001, RSMo.;

8. The use of an electronic communication device to relay information between a transit or for-hire vehicle operator and that operator's dispatcher, provided the device is mounted or affixed to the vehicle;

9. The use of an electronic communication device to access or view a map for navigational purposes;

10. The use of an electronic communication device to access or listen to an audio broadcast or digital audio recording; or

11. The use of an electronic communication device to relay information through a transportation network company's digital network to a transportation network company driver, provided the device is mounted or affixed to the vehicle.

E. Except as otherwise provided in this Subsection, violation of this Section shall be an infraction. Penalties for violations of this Section shall be as provided in this Subsection.

1. For a conviction under this Section where there is no prior conviction under this Section within the preceding twenty-four (24) months, the court shall impose a fine of up to one hundred fifty dollars ($150.00).

2. For a conviction under this Section where there is one (1) prior conviction under this Section within the preceding twenty-four (24) months, the court shall impose a fine of up to two hundred fifty dollars ($250.00).

3. For a conviction under this Section where there are two (2) or more prior conditions under this Section in the preceding twenty-four (24) months, the court shall impose a fine of up to five hundred dollars ($500.00).

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4. For a conviction under this Section where the violation occurred in a work zone when workers are present, as such terms are defined in Section 304.580, RSMo., or for a conviction under this Section where the violation occurred in an area designated as a school zone and marked in any way that would alert a reasonably prudent operator to the presence of the school zone, the court shall impose a fine of up to five hundred dollars ($500.00).

F. A Law Enforcement Officer who stops a non-commercial motor vehicle for a violation of this Section shall inform the operator of the operator's right to decline a search of their electronic communication device. No warrant shall be issued to confiscate or access an electronic communication device based on a violation of this Section unless the violation results in serious bodily injury or death.

G. A violation of this Section shall not be used to establish probable cause for any other violation.

H. The provisions of this Section shall be subject to the reporting requirements set forth in Section 590.650, RSMo.

I. Prior to January 1, 2025, a Law Enforcement Officer who stops a non-commercial motor vehicle for a violation of this Section shall not issue a citation for a violation of this Section and shall only issue a warning.

J. No person shall be stopped, inspected, or detained solely for a violation of this Section.

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Chapter 385

VEHICLE EQUIPMENT

Section 385.010. Mufflers Required.
Section 385.020. Brake Requirements.
Section 385.030. Use Of Low Beam Lights In City Required.
Section 385.040. Certain Motor Vehicles, Mud Flaps Required; Violation, Penalty.
Section 385.050. Seat Belts.
Section 385.051. Child Restraint Devices.
Section 385.052. Passengers In Truck Beds.
Section 385.060. Vision-Reducing Material Applied To Windshield Or Windows Without Permit Prohibited.
Section 385.070. Altering Passenger Motor Vehicle By Raising Front Or Rear Of Vehicle Prohibited, When — Bumpers Front And Rear Required, When Certain Vehicles Exempt.
Section 385.080. Lighting Requirements During Hours Of Darkness.
Section 385.090. Defective Equipment.

Section 385.010. Mufflers Required. [R.O. 1996 § 385.010]

Muffler cutouts shall not be used and no vehicle shall be driven in such manner or condition that excessive and unnecessary noises shall be made by its machinery, motor, signaling device, or other parts, or by any improperly loaded cargo. The motors of all motor vehicles shall be fitted with properly attached mufflers of such capacity or construction as to quiet the maximum possible exhaust noise as completely as is done in modern gas engine passenger motor vehicles. Any cutout or opening in the exhaust pipe between the motor and the muffler on any motor vehicle shall be completely closed and disconnected from its operating lever, and shall be so arranged that it cannot automatically open, or be opened or operated while such vehicle is in motion.

Section 385.020. Brake Requirements. [R.O. 1996 § 385.020]

All motor vehicles, except motorcycles, shall be provided at all times with two sets of adequate brakes, kept in good working order, and motorcycles shall be provided with one set of adequate brakes kept in good working order.

Section 385.030. Use Of Low Beam Lights In City Required. [R.O. 1996 § 385.030; CC 1968 § 20-33]

Every person driving a motor vehicle in the City equipped with multiple-beam road lighting equipment, during all times when lighted lamps are required, shall use a distribution of light or composite beam so aimed that the glaring rays are not projected into the eyes of the other driver.

Section 385.040. Certain Motor Vehicles, Mud Flaps Required; Violation, Penalty. [R.O. 1996 § 385.040]

Trucks, semitrailers, and trailers, except utility trailers, without rear fenders, attached to a commercial motor vehicle registered for over twenty-four thousand (24,000) pounds shall be equipped with mud flaps

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for the rear wheels when operated on the public highways of this City. If mud flaps are used, they shall be wide enough to cover the full tread width of the tire or tires being protected; shall be so installed that they extend from the underside of the vehicle body in a vertical plane behind the rear wheels to within eight (8) inches of the ground; and shall be constructed of a rigid material or a flexible material which is of a sufficiently rigid character to provide adequate protection when the vehicle is in motion. No provisions of this Section shall apply to a motor vehicle in transit and in process of delivery equipped with temporary mud flaps, to farm implements, or to any vehicle which is not required to be registered.

Section 385.050. Seat Belts. [R.O. 1996 § 385.050; CC 1968 § 20-38; Ord. No. 2030 § 1, 3-4-1991; Ord. No. 2045 § 1, 4-1-1991; Ord. No. 2539 § 1, 2-6-1995; Ord. No. 3015 § 2, 10-6-1997; Ord. No. 3994 § 1, 10-16-2006]

A. Except as otherwise provided in this Section, each driver and front seat passenger of a car manufactured after January 1, 1968, operated on a street or highway in this City shall wear a properly adjusted and fastened safety belt that meets Federal National Highway Transportation Act requirements, except that a child less than sixteen (16) years of age shall be protected as required in Section 385.051.

1. With respect to Subsection (A) of this Section:

a. No person shall be stopped, inspected or detained solely to determine compliance with Subsection (A) of this Section.

b. The provisions of Subsection (A) of this Section shall not be applicable to persons who have a medical reason for failing to have a seat belt fastened about their body or to any person employed by the United States Postal Service while performing duties for that Federal agency which requires the operator to service postal boxes from their vehicles or which requires frequent entry into and exit from their vehicles.

c. As used in Subsection (A) of this Section, the term "passenger car" means every motor vehicle designed for carrying ten (10) persons or less and used for the transportation of persons, except that the term "passenger car" shall not include motorcycles, motorized bicycles, motortricycles and trucks with a gross weight of twelve thousand (12,000) pounds or more.

2. Each driver who violates the provisions of Subsection (A) of this Section shall, upon conviction, be subject to a fine not to exceed ten dollars ($10.00) in amount. All other provisions of law and court rules to the contrary notwithstanding, no court costs may be imposed if court costs have been assessed on any other charge arising out of the same occurrence.

B. The provisions of Subsection (A) of this Section shall not apply to any public carrier for hire. In addition, the provisions of Subsection (A) of this Section shall not apply to students four (4) years of age or older who are passengers on a school bus designed for carrying ten (10) passengers or more and which is manufactured or equipped pursuant to Missouri Minimum Standards for School Buses as school buses are defined in Section 302.010, RSMo. **[Ord. No. 5189, 2-6-2023]**

Section 385.051. Child Restraint Devices. [R.O. 1996 § 385.050; CC 1968 § 20-38; Ord. No. 2030 § 1, 3-4-1991; Ord. No. 2045 § 1, 4-1-1991; Ord. No. 2539 § 1, 2-6-1995; Ord. No. 3015 § 2, 10-6-1997; Ord. No. 3994 § 1, 10-16-2006]

A. Every person transporting a child under the age of sixteen (16) years on the streets or highways of this City shall be responsible for transporting such child as follows:

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1. Children less than four (4) years of age, regardless of weight, shall be secured in a child passenger restraint system appropriate for that child.

2. Children weighing less than forty (40) pounds, regardless of age, shall be secured in a child passenger restraint system appropriate for that child.

3. Children at least four (4) years of age but less than eight (8) years of age, who also weighs at least forty (40) pounds but less than eighty (80) pounds and who are also less than four (4) feet nine (9) inches tall shall be secured in a child passenger restraint system or booster seat appropriate for that child.

4. Children who weigh at least eighty (80) pounds or children more than four (4) feet nine (9) inches in height shall be secured by a vehicle safety belt or booster seat appropriate for that child.

5. Children eight (8) years of age, but less than sixteen (16) years of age, regardless of weight or height, shall be secured by a vehicle safety belt or restraint system appropriate for that child.

6. A child who otherwise would be required to be secured in a booster seat may be transported in the back seat of a motor vehicle while wearing only a lap belt if the back seat of the motor vehicle is not equipped with a combination lap and shoulder belt for booster seat installation.

7. When transporting children in the immediate family when there are more children than there are seating positions in the enclosed area of a motor vehicle, the children who are not able to be restrained by a child safety restraint device appropriate for the child shall sit in the area behind the front seat of the motor vehicle unless the motor vehicle is designed only for a front seat area. The driver transporting children referred to in this Subsection is not in violation of this Section.

B. Any person who violates Subsection (A) shall be guilty of an infraction and, upon conviction, may be punished by a fine of not more than fifty dollars ($50.00) and court costs. If a driver receives a citation for violating Subsection (A)(1), (2) or (3) of this Section, the charges shall be dismissed or withdrawn if the driver prior to or at their hearing provides evidence of acquisition of a child passenger restraint system or child booster seat which is satisfactory to the court or the party responsible for prosecuting the driver's citation.

C. The provisions of Subsection (A) of this Section shall not apply to any public carrier for hire. In addition, the provisions of Subsection (A) of this Section shall not apply to students four (4) years of age or older who are passengers on a school bus designed for carrying ten (10) passengers or more and which is manufactured or equipped pursuant to Missouri Minimum Standards for School Buses as school buses are defined in Section 302.010, RSMo. **[Ord. No. 5189, 2-6-2023]**

Section 385.052. Passengers In Truck Beds. [R.O. 1996 § 385.050; CC 1968 § 20-38; Ord. No. 2030 § 1, 3-4-1991; Ord. No. 2045 § 1, 4-1-1991; Ord. No. 2539 § 1, 2-6-1995; Ord. No. 3015 § 2, 10-6-1997; Ord. No. 3994 § 1, 10-16-2006]

No person shall operate any truck, as defined in Section 301.010, RSMo., with a licensed gross weight of less than twelve thousand (12,000) pounds when such truck is operated within the corporate limits of this City when any person under eighteen (18) years of age is riding in the unenclosed bed of such truck. No person under eighteen (18) years of age shall ride in the unenclosed bed of such truck when truck is in operation. Any person who operates a truck with a licensed gross weight of less than twelve thousand (12,000) pounds in violation of this Section shall, upon conviction, be punished by a fine of not more than twenty-five dollars ($25.00), plus court costs. The provisions of this Section shall not apply to:

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A. Any employee engaged in the necessary discharge of the employee's duties where it is necessary to ride in the unenclosed bed of the truck;

B. Any person while engaged in agricultural activities where it is necessary to ride in the unenclosed bed of the truck;

C. Any person riding in the unenclosed bed of a truck while such truck is being operated in a parade, caravan or exhibition which is authorized by law;

D. Any person riding in the unenclosed bed of a truck if such truck has installed a means of preventing such person from being discharged or such person is secured to the truck in a manner which will prevent the person from being thrown, falling or jumping from the truck;

E. Any person riding in the unenclosed bed of a truck if such truck is being operated solely for the purposes of participating in a special event and it is necessary that the person ride in such enclosed bed due to the lack of available seating. "Special event," for the purposes of this Section, is a specific social activity of a definable duration which is participated in by the person riding in the unenclosed bed;

F. Any person riding in the unenclosed bed of a truck if such truck is being operated solely for the purpose of providing assistance to, or ensuring the safety of, other persons engaged in a recreational activity; or

G. Any person riding in the unenclosed bed of a truck if such truck is the only legally titled, licensed, and insured vehicle owned by the family of the person riding in the unenclosed bed and there is insufficient room in the passenger cab of the truck to accommodate all passengers in such truck. For the purposes of this Subsection, the term "family" shall mean any persons related within the first degree of consanguinity.

Section 385.060. Vision-Reducing Material Applied To Windshield Or Windows Without Permit Prohibited. [R.O. 1996 § 385.060; CC 1968 § 20-39; Ord. No. 2058 § 1, 5-6-1991; Ord. No. 3015 § 1, 10-6-1997; Ord. No. 3456 § 1, 2-4-2002; Ord. No. 3611 § 1, 10-6-2003]

A. Any person may operate a motor vehicle with front sidewing vents or windows located immediately to the left and right of the driver that have a sun-screening device, in conjunction with safety glazing material, that has a light transmission of thirty-five percent (35%) or more plus or minus three percent (3%) and a luminous reflectance of thirty-five percent (35%) or less plus or minus three percent (3%). Except as provided in Subsection (C) of this Section, any sun-screening device applied to front sidewing vents or windows located immediately to the left and right of the driver in excess of the requirements of this Section shall be prohibited without a permit pursuant to a physician's prescription as described below. A permit to operate a motor vehicle with front sidewing vents or windows located immediately to the left and right of the driver that have a sun-screening device, in conjunction with safety glazing material, which permits less light transmission and luminous reflectance than allowed under the requirements of this Subsection may be issued by the Department of Public Safety to a person having a serious medical condition which requires the use of a sun-screening device if the permittee's physician prescribes its use. The Director of the Department of Public Safety shall promulgate rules and regulations for the issuance of the permit. The permit shall allow operation of the vehicle by any titleholder or relative within the second degree by consanguinity or affinity, which shall mean a spouse, each grandparent, parent, brother, sister, niece, nephew, aunt, uncle, child and grandchild of a person who resides in the household. Except as provided in Subsection (B) of this Section, all sun-screening devices applied to the windshield of a motor vehicle are prohibited.

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B. This Section shall not prohibit labels, stickers, decalcomania or informational signs on motor vehicles or the application of tinted or solar-screening material to recreational vehicles as defined in Section 700.010, RSMo., provided that such material does not interfere with the driver's normal view of the road. This Section shall not prohibit factory-installed tinted glass, the equivalent replacement thereof or tinting material applied to the upper portion of the motor vehicle's windshield which is normally tinted by the manufacturer of motor vehicle safety glass.

C. Any vehicle licensed with a historical license plate shall be exempt from the requirements of this Section.

D. Any person who violates the provisions of this Section shall be punished pursuant to Section 100.080 of this Code.

Section 385.070. Altering Passenger Motor Vehicle By Raising Front Or Rear Of Vehicle Prohibited, When — Bumpers Front And Rear Required, When Certain Vehicles Exempt. [R.O. 1996 § 385.070; CC 1968 § 20-40; Ord. No. 2057 § 1, 5-6-1991]

A. No person shall operate any passenger motor vehicle upon the public streets or highways of this City, the body of which has been altered in such a manner that the front or rear of the vehicle is raised at such an angle as to obstruct the vision of the operator of the street or highway in front or to the rear of the vehicle.

B. Every motor vehicle which is licensed in this State and operated upon the public streets or highways of this City shall be equipped with front and rear bumpers if such vehicle was equipped with bumpers as standard equipment. This Subsection shall not apply to motor vehicles designed or modified primarily for off-highway purposes, while such vehicles are in tow, or to motorcycles or motor-driven cycles, or to motor vehicles registered as historic motor vehicles when the original design of such vehicles did not include bumpers nor shall the provisions of this Subsection prohibit the use of drop bumpers. Maximum bumper heights of both the front and rear bumpers of motor vehicles shall be determined by weight category of gross vehicle weight rating (GVWR) measured from a level surface to the highest point of the bottom of the bumper when the vehicle is unloaded and the tires are inflated to the manufacturer's recommended pressure. Maximum bumper heights are as follows:

Type of Vehicle		Maximum Front Bumper Height (inches)	Maximum Rear Bumper Height (inches)
Motor vehicles except commercial motor vehicles		22	22
Commercial motor vehicles (GVWR):			
	4,500 lbs. and under	24	26
	4,501 lbs. through 7,500 lbs.	27	29
	7,501 lbs. through 9,000 lbs.	28	30
	9,001 lbs. through 11,500 lbs.	29	31

C. A person knowingly violating the provisions of this Section shall be punished pursuant to Section 100.080 of this Code.

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Section 385.080. Lighting Requirements During Hours Of Darkness. [R.O. 1996 § 385.080; CC 1968 § 20-8]

No person shall operate any motor vehicle, horse-drawn vehicle, motorcycle or bicycle between the time of thirty (30) minutes after sunset and thirty (30) minutes before sunrise unless such vehicle, horse-drawn vehicle, motorcycle or bicycle is equipped with and operating the lighting equipment as prescribed and required in Chapter 307, RSMo., as amended.

Section 385.090. Defective Equipment. [R.O. 1996 § 385.090; Ord. No. 3650 § 1, 2-2-2004]

It shall be unlawful for any person to operate a motor vehicle while the motor vehicle is in such defective mechanical condition as to be reasonably likely, because of such condition, to cause damage to persons or property while being so operated or which does not contain those parts or is not at all times equipped with such lamps, brakes, tires and other equipment in proper condition and adjustment as required in this Title or State law or which is equipped in any manner in violation of this Title or State law.

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