CITY COUNCIL MEETING
December 16, 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 December 2, 2024 City Council meeting
b. Resolution No. 105-2024 approving a contract for Hidden Valley restroom plumbing replacement
c. Resolution No. 106-2024 approving a contract to furnish and install water softeners at Carson Ross Community Recreation Complex, City Hall, and Public Safety Building.
d. Resolution No. 107-2024 approving a contract for installation of conduit and fiber line for City owned property connectivity
e. Liquor License for Woods Chapel Liquor located at 1110 NW Woods Chapel Road
f. Resolution No. 108-2024 approving Amendment #1 to Contract 2024-127 for electric services for the restroom facility at Ward Park

4. Public Hearing –Unified Development Code amendments related to the Downtown Review Board and Historic Preservation Commission

5. Introduction and readings of Bill No. 5278 approving amendments to the Unified Development Code related to the Downtown Review Board and Historic Preservation Commission

6. ~~Introduction and readings of Bill No. 5279 approving an Intergovernmental~~

Agreement with Mid-America Regional Council for the 2025 Regional Household Hazardous Waste Collection Program

7. Introduction and readings of Bill No. 5280 accepting easements for the concrete channel replacement parallel to NW 5th Street between NW R. D. Mize Road to NW Vesper Street

8. Presentation – Presentation of a donation from the Citizen's Police Academy Alumni Association

9. Visitors

10. Councilmember Comments

11. Mayoral Announcements

12. Adjourn

Miscellaneous Items

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
Last Day of Candidate Filing – Tuesday, December 31
New Year's Day – **City Offices Closed –** Wednesday, January 1
City Council Meeting – Monday, January 6, 6:00 PM
Park Commission Meeting – Tuesday, January 7, 6:00 PM
Public Arts Commission Meeting – Wednesday, January 8, 4:00 PM
Planning Commission Meeting – Tuesday, January 13, 6:30 PM
Martin Luther King Jr. Day – **City Offices Closed –** Monday, January 20
City Council Meeting – Monday, January 21, 6:00 PM

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

Colonial Gardens CID – 2024 Annual Report, *Received December 5, 2024*

This Agenda was posted at City Hall and on the City's website on Friday, December 13, 2024.

Erin Ford
City Clerk

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

FROM: Dennis Dovel
Assistant City Administrator

DATE: December 13, 2024

SUBJECT: Agenda Explanations

Item 3b – Hidden Valley Restroom Plumbing Replacement
Adopt a Resolution approving a contract in the amount of $190,834.00 with SheDigs It, LLC, for Hidden Valley restroom plumbing replacement. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3c – Water Softeners for City Buildings
Adopt a Resolution approving a contract in the amount of $126,001.00 with SheDigs It, LLC, to furnish and install water softeners at Carson Ross Community Recreation Complex, City Hall, and Public Safety Building. Payment for this project is from the American Rescue Plan Act (ARPA) Funds allocated to this project. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3d – Installation of Conduit and Fiber Line for City Owned Property
Adopt a Resolution to enter into a contract in the amount of $103,716.55 with Martin Underground Construction, Inc., for installation of conduit and fiber line for City owned property connectivity. Payment for this project is from the American Rescue Plan Act (ARPA) Funds allocated to this project. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3e – Liquor License – Woods Chapel Liquor
Approve a new liquor license for Shree Shiv Inc. dba Woods Chapel Liquor located at 1110 NW Woods Chapel Road, Blue Springs, MO 64015 to sell intoxicating liquors in the original package for consumption off premises (weekdays only) and Sunday Sales. The location was formerly occupied by Trivedi & Riaz LLC dba Liquor Houzz. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 3f – Electric Service for the New Restroom Facility at Ward Park
Adopt a Resolution approving Amendment #1 to Contract 2024-127 in the amount of $17,266.00 with Terry Snelling Construction Inc. for installation of 170ft of new 2” conduit and wiring for electric service from the transformer to the new prefabricated restroom facility at Ward Park. This Amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Items 4 & 5 – Unified Development Code Amendments related to Downtown Review Board and Historic Preservation Commission

A public hearing is being held at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code (UDC) to improve processes by decreasing redundant or unnecessary steps for development in downtown Blue Springs (UDCT-11-24-9411). Upon conclusion of the public hearing, a Bill approving amendments to Sections 402.060 – Downtown Review Board, 404.240.M. – Downtown Development Code – Planned Zoning, 402.050.A.4 – Historic Preservation Commission Duties and Powers, Sub-Paragraphs c, d, e, and f, and 407.040.D.3.c.(5) – Other Fences Design Standards, of the Blue Springs UDC will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 6 – 2025 Regional Household Hazardous Waste Collection Program

Passage of a Bill approving an Intergovernmental Agreement with Mid-America Regional Council's Solid Waste Management District to participate in the 2025 Regional Household Hazardous Waste Collection Program in the amount of $68,409.07. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 7 – Easements for Concrete Channel Replacement Parallel to NW 5th Street between NW R. D. Mize Road to NW Vesper Street

Passage of a Bill accepting temporary construction easements and permanent drainage easements from the abutting property owners for the Concrete Channel Replacement which runs parallel to NW 5th Street (behind current Hobby Lobby) between NW R. D. Mize Road to NW Vesper Street. 24-01-01 project. Refer to Council Information Form from Public Works Assistant Director Adam Hilgedick for additional information.

Item 8 – Presentation – Donation from the Citizen's Police Academy Alumni Association

Presentation of a donation from the Citizen's Police Academy Alumni Association in the amount of $17,500. The donation includes a check for $15,000 and LifeVac kits valued at $2,500. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
December 2, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, December 2, 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 - ABSENT
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

Shawn Apking with Cornerstone Church gave the invocation and Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

CONSENT AGENDA

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

- Minutes of the November 18, 2024 City Council Meeting.
- A list of Mayoral appointments to the City's Boards and Commissions is as follows – Continued from November 18:
  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)
- **Resolution No. 96-2024** 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.
- **Resolution No. 97-2024** approving a purchase in the amount of $272,680.75 from Bergkamp Incorporated for a Patch Truck through the Vehicle Replacement Program.
- **Resolution No. 98-2024** approving a contract not to exceed $370,000 with Icon Grading & Construction, Inc. for silt removal from Railroad Lake at Rotary Park.
- **Resolution No. 99-2024** 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.
- **Resolution No. 100-2024** approving 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

DRAFT

November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.

- 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)
- **Resolution No. 101-2024** approving a purchase in the amount not to exceed $95,000 from Logicalis Inc for one year Microsoft Licenses.
- **Resolution No. 102-2024** 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.
- **Resolution No. 103-2024** 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.
  Resolution No. 104-2024 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.

The Consent Agenda was approved with the following vote:

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

PRESENTATION – PROCLAMATION FOR BLUE SPRINGS SOUTH HIGH SCHOOL CHEER

Mayor Lievsay presented a Proclamation to Blue Springs South High School Cheer Varsity and Junior Varsity teams for outstanding performances at regional and state competitions.

COUNCIL DISCUSSION

Councilmembers Kaylor and Ericson led Council in 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.

MOTION TO DIRECT STAFF

Councilmember Kaylor moved to direct staff to prepare a Code Amendment related to adding seatbelts and texting as a primary offense for a traffic stop and increasing the seatbelt fine to $50. Motion seconded by Councilmember Ericson and carried unanimously.

COUNCIL COMMENTS

Councilmember Kaylor expressed appreciation for the City Public Works Department's diligence in clearing streets during the recent snowfall.

MAYORAL ANNOUNCEMENTS

- The Mayor's Christmas Tree Lighting and North Pole Trail of Lights is December 3 at 5:30 pm at Rotary Park.
- Downtown Alive! is hosting Christmas on Main on December 7.
- Santa Claus Lane and Chapman Farms have Christmas lights on display.

CLOSED SESSION

At 6:13 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(2) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to real estate and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Culpepper and carried with the following votes:

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

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 7, 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 in the amount of $190,834.00 with SheDigs It, LLC, for Hidden Valley restroom plumbing replacement.

BACKGROUND/JUSTIFICATION

On April 4, 2017, the residents of Blue Springs overwhelmingly supported the passage of the Parks Sales Tax to fund deferred maintenance items throughout the City. Maintenance projects were scheduled in years 2018 - 2022. Additionally, the residents on April 6, 2021, approved an extension of the Park Sales Tax with no expiration date. The program also outlined specific Park Maintenance projects through 2025. One of the items included is the renovation of restroom facilities at Hidden Valley Park.

Hidden Valley Park is a sports complex located at 6500 NW Valley View Dr. The restroom facilities at Hidden Valley Park are 30+ years old and have outlived their life expectancy. The City of Blue Springs created a Request for Proposals (RFP) to reinstall new bathroom fixtures at the following restroom facilities in the park: Soccer Complex, Football/Playground location, Baseball Complex, and two locations at the Softball Complex. These restroom renovations will coincide with the renovations to the softball fields to turf infields to give the park a refreshed look for the 2025 season.

An RFP was posted to solicit bids to install all new water lines as well as new fixtures throughout each restroom facility in the park. Two bids were received, however both bids were well above budgeted funds for the project. The RFP was reposted to include the installation of new fixtures only, leaving the existing water lines in place. The City received one bid from SheDigs It, LLC for the revised RFP posting.

SheDigs It, LLC will be responsible for providing and installing new fixtures at each restroom facility in the park. Fixtures to be replaced include urinals, toilets, and sinks as specified in the RFP. Fixtures will be upgraded to include automatic flushers and push button faucets. The plumbing lines in the plumbing chase are to remain as they are in their current condition.

Staff recommends approval of a contract with SheDigs It, LLC in the amount of $190,834.00 for Hidden Valley restroom plumbing replacement.

FINANCIAL IMPACT

Contractor:	SheDigs It, LLC
Amount of Request/ Contract:	$190,834
Amount Budgeted:	$400,000

Budget Year:	FY 2024-25
Funding Source/Account #:	158-73000-544100 PR-18
Account Balance:	$637,259.44 Date: 11/27/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2025	May 31, 2025
Years and Months Contract in effect	**Number of times renewable**
5 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***	Assistant City Administrator: ***Dennis Dovel***

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:	☒	Cheryl Gerstner SheDigs It, LLC 21201 E 35th Terr Ct. Independence, MO 64057 rick@shedigsit.com
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH SHEDIGS IT, LLC FOR HIDDEN VALLEY RESTROOM PLUMBING REPLACEMENT

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 Hidden Valley Restroom Plumbing Replacement; and

WHEREAS, the Department received one bid and now recommends that the City award a contract to SheDigs It, LLC, for work based on scope of services in the amount of $190,834.00.

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 SheDigs It, LLC for Hidden Valley Restroom Plumbing Replacement in the amount of $190,834.00. 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 16th day of December 2024.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EFFECTIVE DATE: January 1, 2025	TERMINATION DATE: May 31, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**SheDigs It, LLC** **21201 E 35th Terr Ct.** **Independence, MO 64057**
Department: Parks and Recreation	Attention: Cheryl Gerstner
Phone: 816-228-0105	Phone: 816-352-8299

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this 03 day of DECEMBER 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 **$190,834.00** 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 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 of this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be

subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability: Minimum limit $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, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price. Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under 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. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

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

f. This contract, and any part of it, 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 Regulation.

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

21. **Payment Bond.** If this contract is estimated to exceed $50,000 and is a public works contracts which involves the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the City, every contractor for such work shall furnish to the City a bond with good and sufficient sureties in the amount of the contract, or such other amount fixed by the City, and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such public work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, such that said bond and the giving thereof, shall comply with Section 107.170 RSMo.

22. **Prevailing Wage**. If this contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said contract shall be one hundred dollars ($100) per worker, per day.

23. **OSHA Requirements** under Section 292.675 RSMo.

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

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

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

required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars 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."

24. **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 Chris Rimel, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Chris Rimel and I am currently the Project Manager of She Digs It, LLC (hereinafter "Company"), whose business address is 600 SE Central Drive, Blue Springs, MO 64014, 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

Chris Rimel
Printed Name

Subscribed and sworn to before me this 03 day of December, 2024.

SEAL

MICHELE R BLEDSOE
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 14956576
My Commission Expires 03-29-2026

Notary Public

25. **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.

26. **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.

27. **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.

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

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

CONTRACTOR: SHEDIGS IT, LLC

By: _____
Name: CHERYL CHASTINE
Title: OPERATING MANAGER

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	SheDigs It, LLC
Scope of Work (Job Description)	The contractor is responsible for renovating the plumbing fixtures in bathrooms at all 5 separate locations throughout Hidden Valley Park. Restroom facilities are found at Soccer Complex, Baseball Complex, Football/Playground and Shelter Complex, Small Softball Complex and Large Softball Complex. The Soccer complex is comprised of 2 urinals, 3 stalls, two sinks. The fixtures should be replaced with porcelain fixtures with industry standard automatic flushers and push button faucets. Installation should include new carriers for plumbing fixtures and install new electric water heater. Plumbing inside the plumbing chase past the fixtures and valves shall remain. The Football/Playground complex is comprised of 2 urinals, 3 stalls, two sinks. The fixtures should be replaced with porcelain fixtures with industry standard automatic flushers and push button faucets. Installation should include new carriers for plumbing and install new electric water heater. Plumbing inside the plumbing chase past the fixtures and valves shall remain. The Baseball complex is comprised of 2 urinals, 4 stalls, 4 sinks. The fixtures should be replaced with porcelain fixtures with industry standard automatic flushers and push button faucets. Installation should include new carriers for plumbing fixtures and install new electric water heater. Plumbing inside the plumbing chase past the fixtures and valves shall remain. The Small Softball complex is comprised of 1 urinal, 5 stalls, two sinks. The fixtures should be replaced with porcelain fixtures with industry standard automatic flushers and push button faucets. Installation should include new carriers for plumbing fixtures and install new electric water heater. Run a new hot and cold-water line to all the concession fixtures and insulate. Plumbing inside the plumbing chase past the fixtures and valves shall remain. The Large Softball complex is comprised of 2 urinals, 9 stalls, 3 sinks. The fixtures should be replaced with porcelain fixtures with industry standard automatic flushers and push button faucets. This includes one family restroom. Installation should include new carriers for plumbing fixtures and install new electric water heater. Plumbing inside the plumbing chase past the fixtures and valves shall remain.

	Contractor will perform testing of all installed units to ensure they are operating properly and there are no leaks All work shall be performed in accordance with Contractor's bid proposal dated November 1, 2024 attached hereto and incorporated herein as Attachment A.	
Start Date	January 1, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	May 31, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$ 190,834.00	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$ 190,834.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☒ Incremental payments as follows: Monthly as billed ☐ ____% retainage held until completion of project.	

ATTACHMENT A

REQUEST FOR PROPOSALS
Plumbing Renovation at Hidden Valley Park
BLUE SPRINGS PARKS AND RECREATION

Vendor Information & Signature Page

Vendor Name: She Digs It, LLC

Vendor Owner: Cheri Gerstner

Years in Business: 12

Vendor Address: 600 SE Central Drive

Blue Springs, MO 64014

Vendor Phone Number: 816-295-1100

Vendor Email: chris@shedigsit.com

Number of Employees: 74

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

Name: Chris Rimel

Title: Plumbing Manager

Phone Number: 816-295-1100

Email Address: chris@shedigist.com

Signature of Authorized Representative

11/01/2024
Date

Print Officer's Name: Chris Rimel

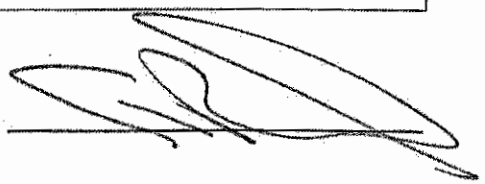
REQUEST FOR PROPOSALS
Plumbing Renovation at Hidden Valley Park
BLUE SPRINGS PARKS AND RECREATION

Proposal

Company Name: She Digs It, LLC

	Item	Labor Cost	Fixtures Cost (Installed)	Location Total
1	Soccer Complex Facility	$ 11,290.00	$ 19,462.00	$ 30,752.00
2	Football/Playground Complex Facility	$ 11,290.00	$ 19,462.00	$ 30,752.00
3	Baseball Complex Facility	$ 14,135.00	$ 21,711.00	$ 35,846.00
4	Small Softball Complex Facility	$ 10,914.00	$ 20,806.00	$ 31,720.00
5	Large Softball Complex Facility (Includes Family Restroom)	$ 28,973.00	$ 30,790.00	$ 59,763.00
6	Other Items: Bond	$ N/A	$ N/A	$ 2,001.00
TOTAL PRICE		$ 190,834.00		

Print Name: Chris Rimel

Signature: 

Date: 11/01/2024

Comments: We exclude overtime labor, any replacement of water piping, concession stand work and modifications to existing piping or fixtures not described in the RFP.

REQUEST FOR PROPOSALS
Plumbing Renovation at Hidden Valley 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: Blue Springs Parks & Recreation

Contact Name: Derek Mayden

Phone Number: 816-228-0222

Reference #2

Name of Company: KCMO School District

Contact Name: Allen Cassity

Phone Number: 816-215-1920

Reference #3

Name of Company: MCC Longview Campus

Contact Name: Darrick Kimberlin

Phone Number: 816-604-2221

REQUEST FOR PROPOSALS
Plumbing Renovation at Hidden Valley Park
BLUE SPRINGS PARKS AND RECREATION

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Name: Chris Rimel

Title: Plumbing Manager

Phone Number: 816-295-1100

Email Address: chris@shedigist.com

Signature of Authorized Representative

11/01/2024
Date

Print Officer's Name: Chris Rimel

REQUEST FOR PROPOSALS
Plumbing Renovation at Hidden Valley Park
BLUE SPRINGS PARKS AND RECREATION

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Signature: 

Date: 11/01/2024

Comments: We exclude overtime labor, any replacement of water piping, concession stand work and modifications to existing piping or fixtures not described in the RFP.

REQUEST FOR PROPOSALS
Plumbing Renovation at Hidden Valley Park
BLUE SPRINGS PARKS AND RECREATION

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Reference #3

Name of Company: MCC Longview Campus

Contact Name: Darrick Kimberlin

Phone Number: 816-604-2221

Bond Number: 2633703

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Performance Bond

CONTRACTOR:
(Name, legal status, and address)

Shedigs It, LLC
600 SE Central Dr.
Blue Springs, MO 64014

SURETY:
(Name, legal status, and principal place of business)

West Bend Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

OWNER:
(Name, legal status and address)
City of Blue Springs
903 W Main St
Blue Springs, MO 64015

CONSTRUCTION CONTRACT
Date: December 3, 2024
Amount: $ 190,834.00
Description:
(Name and location)
Plumbing Renovations at Hidden Valley Park

BOND
Date: December 3, 2024
(Not earlier than Construction Contract Date)

Amount: $ 190,834.00
Modifications to this Bond: [✓] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*
Company: Shedigs It, LLC

Signature: _____
Name and Title: CHERYL CRISTILLO OPERATING MANAGER

SURETY *(Corporate Seal)*
Company: West Bend Insurance Company

Signature: _____
Name and Title: Kacee McCrorey, Attorney in Fact

(Any additional signatures appear on the last page of this Performance Bond.)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

AssuredPartners
4911 S. Arrowhead Dr. Suite 310
Independence, MO 64055
Phone: 816-525-3155

OWNER'S REPRESENTATIVE: *(Architect, Engineer, or other party)*

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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User Notes:

(1115059784)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

Init.

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User Notes:

(1115059784)

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	CHERYL GARSTNER OPERATING MANAGER	Name and Title:	
Address:		Address:	

WEST BEND®

Bond No. 2633703

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Robert Cox, Rodney Demaree, Kathryn E Johnson, Luke Lambert, Kacee McCrorey, Julie Messbarger, Joshua Roberts, David S Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 3rd day of December, 2024.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Secretary

Bond Number: 2633703

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status, and address)

Shedigs It, LLC
600 SE Central Dr.
Blue Springs, MO 64014

SURETY:
(Name, legal status, and principal place of business)

West Bend Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

OWNER:
(Name, legal status and address)
City of Blue Springs
903 W Main St
Blue Springs, MO 64015

CONSTRUCTION CONTRACT
Date: December 3, 2024
Amount: $ 190,834.00
Description:
(Name and location)
Plumbing Renovations at Hidden Valley Park

BOND
Date: December 3, 2024
(Not earlier than Construction Contract Date)

Amount: $ 190,834.00
Modifications to this Bond: ☑ None ☐ See Section 18

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*
Company: Shedigs It, LLC

Signature: _____
Name and Title: OPERATING MANAGER
CHAD I GARSTKA

SURETY *(Corporate Seal)*
Company: West Bend Insurance Company

Signature: _____
Name and Title: Kacee McCrorey, Attorney in Fact

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

AssuredPartners
4911 S. Arrowhead Dr. Suite 310
Independence, MO 64055
Phone: 816-525-3155

OWNER'S REPRESENTATIVE: *(Architect, Engineer, or other party)*

Init.
/
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User Notes:
(2004252745)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ **16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ **16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ **17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ **18** Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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WEST BEND®

Bond No. 2633703

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Robert Cox, Rodney Demaree, Kathryn E Johnson, Luke Lambert, Kacee McCrorey, Julie Messbarger, Joshua Roberts, David S Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 3rd day of December, 2024.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

SHEDIGS-01 KCHRISTIANSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Mike Kelth Insurance, Inc. 101 Ming St Warrensburg, MO 64093	PHONE (A/C, No, Ext): (660) 747-3151	FAX (A/C, No): (660) 747-8467
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty	13021
INSURER B : Westchester Surplus Lines Insurance Comapny	10172
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Shedigs It, LLC
600 SE Central Drive
Blue Springs, MO 64014-3311

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	60492726	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	60492726	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			60492726	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		30304810	7/1/2024	7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			60492726	7/1/2024	7/1/2025	Leased/Rented	750,000
B	Pollution Liability			G28324856-005	6/15/2024	6/15/2025	Limits	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Blue Springs, MO and any others required by prime contract are additional insured with respects to Auto Liability, General Liability including completed operations on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies in favor of additional insured when required by written contract and where allowed by law. Umbrella follows form of underlying Auto Liability, General Liability and Employers Liability. 30 day notice of cancellation in favor of certificate holder. 30 day notice of cancellation in favor of certificate holder.

CERTIFICATE HOLDER

City of Blue Springs, MO
903 West Main
Blue Springs, MO 64014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Christianson

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

COVERAGE INDEX

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Rental Reimbursement and Additional Transportation Expense	4
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The COVERAGE INDEX set forth above is informational only and grants no coverage.
Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

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(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limits of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

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C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and **(4)** are replaced by the following:

(Bail Bond Coverage)

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

a. For private passenger type vehicles we will pay up to $100 per disablement.

b. For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) $75 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to $500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

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(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

b. Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered"auto" less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease / loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, the following is added to **2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph **5.b.** is replaced by the following:

b. **(1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

(a) Any Covered "auto" you lease, hire, rent or borrow; and

(b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $75,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

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Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance;

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;

(3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";

(4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.

(5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

(6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

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EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage D - Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E - Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate - $500 Deductible
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
* Automatic Additional Insured - Vendors
* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* "Insured Contract" redefined for Limited Railroad Contractual Liability
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

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(2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. **COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item **(4)** of exclusion **j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. **COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

b. "Property damage" means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. **COVERAGE G - PRODUCT RECALL EXPENSE**

a. Insuring Agreement

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

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b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

(1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

(2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

(3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

(4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

(5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

(6) "Bodily injury" or "property damage".

(7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

(8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

(9) Legal fees or expenses.

(10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".

(11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.

(12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

a. Provides coverage identical to that provided by this Coverage Part; or

b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

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C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read **SUPPLEMENTARY PAYMENTS**
2. **Bail Bonds**

   Item **1.b.** is amended as follows:

   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. **Loss of Earnings**

   Item **1.d.** is amended as follows:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

4. The following language is added to Item **1.**

   However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following **:**

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. **BROAD FORM NAMED INSURED**

   Item **1.f.** is added as follows:

   f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

   (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

   (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. **Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

   a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

   b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

   Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

   1. Your acts or omissions; or

   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   However, the insurance afforded to such additional insured:

   1. Only applies to the extent permitted by law; and

   2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insureds only applies to the extent permitted by law;

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(3) Such coverage will not apply subsequent to the first to occur of the following:

   i. The expiration of the period of time required by the "written contract"; or

   ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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7. Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Sub-paragraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.**(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **13** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under **Coverage C**;

b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

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c. Damages under **Coverage B;** and

d. Damages under **Coverage H.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G.**

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**

9. **Coverage G - Product Recall Expense**

Aggregate Limit $50,000

Each Product Recall Limit $25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. **Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. **Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **13** of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage.**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

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14. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

    a. Insureds;

    b. Claims made or "suits" brought; or

    c. Persons or organizations making claims or bringing "suits".

    Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

    This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

    We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

    As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

    For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. **Knowledge of Occurrence**

    a. Condition **2.**, Items **a.** and **b.** are deleted and replaced by the following:

    (1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

    (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

    i. How, when and where the "occurrence" took place;

    ii. The names and addresses of any injured persons and witnesses, and

    iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

    (b) If a claim is made or "suit" is brought against any insured, you must:

    i. Immediately record the specifics of the claim or "suit" and the date received; and

    ii. Notify us as soon as practicable.

    You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

    (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

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B. The following are added:

10. Condition **(5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to **Coverage G - Product Recall Expense**

In event of a "product recall", you must

a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

e. Cooperate with us in the investigation or settlement of any claim.

f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of $2,000,000 per occurrence and a $6,000,000 general aggregate limit must be in place for the entire duration of any project.

b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.

c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

A. At item **12.** "Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3.** "Bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item **9.** "Insured contract" **c.** is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item **9.** "Insured Contract" **f.(1)** is deleted

E. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

a. Is currently in effect or becoming effective during the term of this policy; and

b. Was executed prior to:

(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury",

for which the additional insured seeks coverage under this coverage part.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 6, 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 in the amount of $126,001.00 with SheDigs It, LLC, to furnish and install water softeners at Carson Ross Community Recreation Complex, City Hall, and Public Safety Building. Payment for this project is from the American Rescue Plan Act (ARPA) Funds allocated to this project.

BACKGROUND/JUSTIFICATION

The City identified issues at City-owned buildings involving hard water causing issues with the fixtures throughout the buildings. Sinks, showers, faucets, and toilet flush valves continue to have calcium build up and are needing replacement more often than the life expectancy of these items. The City identified a solution to have water softeners installed on the main line to the building to prevent sediment build up through the main line and into the fixtures inside the buildings.

This project was originally bid with formal bid requests for all City-owned buildings and was only bid by two contractors. The bids were well above budgeted funds. SheDigs It, LLC was the low bidder at that time. Staff evaluated the priority of City buildings that need a water softener and identified the Carson Ross Community Recreation Complex, City Hall, and Public Safety Building as the highest priority buildings. Staff then went back to SheDigs It, LLC to ask for a proposal for these three buildings. SheDigs It, LLC provided specifications, engineered drawings of installation, and cost of the project. SheDigs It LLC submitted a proposal to furnish and install water softeners at three buildings for $126,001.00

Staff recommends approval of a contract with SheDigs It, LLC in the amount of $126,001.00 to furnish and install water softeners at Carson Ross Community Recreation Complex, City Hall, and Public Safety Building.

FINANCIAL IMPACT

Contractor:	SheDigs It, LLC
Amount of Request/ Contract:	$126,001
Amount Budgeted:	$0
Budget Year:	FY 23-24
Funding Source/Account #:	115-00000-542100 Covid19-ARPA Reserve PO#24-1009
Account Balance: (PO Balance)	$ 232,178.77 Date: 11/15/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2025	August 31, 2025
Years and Months Contract in effect	**Number of times renewable**
8 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit "A."

REVIEWED BY:

Requesting Director: ***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:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	SheDigs It, LLC Cheryl Gerstner rick@shedigsit.com 21201 E 35th Terr Ct. Independence, MO 64057
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH SHEDIGS IT, LLC TO FURNISH AND INSTALL WATER SOFTENERS AT CARSON ROSS COMMUNITY RECREATION COMPLEX, CITY HALL, AND PUBLIC SAFETY BUILDING

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

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

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

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

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

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

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

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

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

WHEREAS, the Parks and Recreation Department prepared specifications and secured quotations for installation of water softeners at Carson Ross Community Recreation Complex, City Hall, and Public Safety Building; and

WHEREAS, the Department received one bid and now recommends that the City award a contract to SheDigs It, LLC, for work based on scope of services in the amount of $126,001.00.

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 SheDigs It, LLC to furnish and install water softeners at Carson Ross Community Recreation Complex, City Hall, and Public Safety Building in the amount of $126,001.00. 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 16th day of December 2024.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: January 1, 2025	TERMINATION DATE: August 31, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**She Digs It, LLC** **21201 E 35th Terr. Ct.** **Independence, MO 64057**
Department: Parks and Recreation	Attention: Cheryl Gerstner
Phone: 816-228-0105	Phone:

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this 20th 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, if required by City policy, as described in the Maximum Payment section of ***Exhibit 1*** for this contract and Paragraph 7.b which cannot be exceeded unless this contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, 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 **$126,001.00** 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, materials, drawings, plans, specifications, and other documents as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor. Anticipatory profits and consequential damages shall not be recoverable by 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. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

9. **City's Limitation on Indebtedness.** In accordance with the laws of the State of Missouri, specifically Missouri Constitution, Art. VI, Section 26, notwithstanding any provision to this Contract, nothing in this Contract shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City year-to-year during the duration of this Contract.

10. **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.

11. **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.

12. **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.

13. **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.

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

15. **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.

16. **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.

17. **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.

18. **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.

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

a. Comprehensive General Liability: Minimum limit $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.

20. **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, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price.

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

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

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

f. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this contract, and any part of it, 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 Regulation.

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

22. **Payment Bond.** If this contract is estimated to exceed $50,000 and is a public works contracts which involves the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the City, every contractor for such work shall furnish to the City a bond with good and sufficient sureties in the amount of the contract, or such other amount fixed by the City, and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such public work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, such that said bond and the giving thereof, shall comply with Section 107.170 RSMo.

23. **Prevailing Wage**. If this contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said contract shall be one hundred dollars ($100) per worker, per day.

24. **OSHA Requirements** under Section 292.675 RSMo.

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

are required to complete the program within sixty days of beginning work on such construction project.

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

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

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars 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."

25. **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 Chris Rimel, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Chris Rimel and I am currently the Project Manager of She Digs It, LLC (hereinafter "Company"), whose business address is 600 Se Central Drive, Blue Springs, MO 64014, 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

Chris Rimel
Printed Name

Subscribed and sworn to before me this 20th day of November, 2024.

SEAL

MICHELE R BLEDSOE
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 14956576
My Commission Expires 03-29-2026

Notary Public

26. **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.

27. **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.

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

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

30. **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.

She Digs It, LLC

By: _____
Name: Cheryl Carstenir
Title: Operating Manager

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	SheDigs It, LLC	
Scope of Work (Job Description)	Contractor is responsible for furnishing and installing 6 total water softeners, two at the Carson Ross Community Recreation Complex, two at City Hall, and two at the Public Safety Building. Contractor will connect to the existing water piping just after the backflow devices. Contractor will provide all the necessary labor and material to connect a T75 or T50 water softener according to size of the pipe at each individual building and provide bypass piping. Contractor will insulate all new piping. All work shall be performed in accordance with Contractor's quote dated October 29, 2024 attached hereto and incorporated herein as Attachment A.	
Start Date	January 1, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	August 31, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$ 126,001.00	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$ 126,001.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☒ Incremental payments as follows: Monthly as billed ☐ ____% retainage held until completion of project.	

SHE DIGS IT, LLC
Utilities / Plumbing / Excavation
600 SE Central Drive, Blue Springs, MO 64014 816-295-1100 Phone 816-295-1627 FAX

October 29, 2024

TO: City of Blue Springs
Jon Honeycutt

RE: Blue Springs City Facilities
Blue Springs, Missouri

Dear Jon,

We are pleased to provide pricing for the hard water issue at five City of Blue Springs buildings. Our pricing is based on the site visit, existing plumbing drawings you provided and our manufactures rep recommendations.

Our proposal specifically includes the following:

- **Blue Springs Rec Center: $ 32,712.00**
  - Furnish and install two One Flow T75.
  - Connect to existing water piping just after the backflow device.
  - Provide labor and material to connect to two T75's and provide bypass piping.
  - Connect new soft water piping to water main.
  - Insulation on new piping.
- **City Hall 2" Water Service: $ 20,970.00**
  - Furnish and install one One Flow T50.
  - Connect to existing water piping just after the backflow device.
  - Provide labor and material to connect to one T50 and provide bypass piping.
  - Connect new soft water piping to water main.
  - Insulation on new piping.
- **City Hall 1 ½" Water Service: $ 19,470.00**
  - Furnish and install one One Flow T50.
  - Connect to existing water piping just after the backflow device.
  - Provide labor and material to connect to one T50 and provide bypass piping.
  - Connect new soft water piping to water main.
- **Police Station: $ 52,849.00**
  - Furnish and install two One Flow T75.
  - Connect to existing water piping just after the backflow device.
  - Provide labor and material to connect to two T75's and provide bypass piping.
  - Connect new soft water piping to water main.

The items listed below are Excluded entirely from our bid:

- Sales and construction taxes.
- Plumbing permit.
- Modification to exisitng piping to remain.
- Overtime labor of any kind.

We appreciate the opportunity and look forward to working with you on this project. Please call, if you have any questions.

Respectfully submitted,

Chris Rimel

Chris Rimel
Estimator / Project Manager

Bond Number: 2633002

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status, and address)

Shedigs It, LLC
600 SE Central Dr.
Blue Springs, MO 64014

SURETY:
(Name, legal status, and principal place of business)

West Bend Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

OWNER:
(Name, legal status and address)
City of Blue Springs Missouri
903 W Main St
Blue Springs, MO 64015

CONSTRUCTION CONTRACT
Date: November 20, 2024
Amount: $ 126,001.00
Description:
(Name and location)
Blue Springs Water Softeners

BOND
Date: November 20, 2024
(Not earlier than Construction Contract Date)

Amount: $ 126,001.00
Modifications to this Bond: [✓] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*
Company: Shedigs It, LLC

Signature: _____

Name and Title: Cheryl Gerstner Operating Mgr

SURETY *(Corporate Seal)*
Company: West Bend Insurance Company

Signature: _____

Name and Title: David S. Salavitch, Attorney in Fact

(Any additional signatures appear on the last page of this Performance Bond.)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

AssuredPartners
4911 S. Arrowhead Dr. Suite 310
Independence, MO 64055
Phone: 816-525-3155

OWNER'S REPRESENTATIVE: *(Architect, Engineer, or other party)*

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User Notes:

(1115059784)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

Init.

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User Notes:

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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User Notes:
(1115059784)

WEST BEND®

Bond No. 2633002

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Robert Cox, Rodney Demaree, Kathryn E Johnson, Luke Lambert, Kacee McCrorey, Julie Messbarger, Joshua Roberts, David S Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WI

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Jul Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20th day of November, 2024.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WI

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

Bond Number: 2633002

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status, and address)

Shedigs It, LLC
600 SE Central Dr.
Blue Springs, MO 64014

SURETY:
(Name, legal status, and principal place of business)

West Bend Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

OWNER:
(Name, legal status and address)
City of Blue Springs Missouri
903 W Main St
Blue Springs, MO 64015

CONSTRUCTION CONTRACT
Date: November 20, 2024
Amount: $ 126,001.00
Description:
(Name and location)
Blue Springs Water Softeners

BOND
Date: November 20, 2024
(Not earlier than Construction Contract Date)

Amount: $ 126,001.00
Modifications to this Bond: [✓] None [ ] See Section 18

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*
Company: Shedigs It, LLC

Signature: _____
Name and Title: Chanel Carstens Operations Manager

SURETY *(Corporate Seal)*
Company: West Bend Insurance Company

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Signature: _____
Name and Title: David S. Salavitch, Attorney in Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

AssuredPartners
4911 S. Arrowhead Dr. Suite 310
Independence, MO 64055
Phone: 816-525-3155

OWNER'S REPRESENTATIVE: *(Architect, Engineer, or other party)*

Init.
/

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User Notes:

(2004252745)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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User Notes:
(2004252745)

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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WEST BEND®

Bond No. 2633002

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Robert Cox, Rodney Demaree, Kathryn E Johnson, Luke Lambert, Kacee McCrorey, Julie Messbarger, Joshua Roberts, David S Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20th day of November, 2024.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 19, 2024 **CONTRACT NO.**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Adopt a Resolution to enter into a contract in the amount of $103,716.55 with Martin Underground Construction, Inc., for installation of conduit and fiber line for City owned property connectivity. Payment for this project is from the American Rescue Plan Act (ARPA) Funds allocated to this project.

BACKGROUND/JUSTIFICATION

On September 16, 2021, the City Council approved a plan to install a private fiber line throughout Blue Springs to connect facilities in various locations back to the City's central hub. Part of the plan was to use the private fiber line to allow for internet access at various parks to install security cameras to help reduce vandalism within the parks and to connect government facilities to one another via a private fiber line. On January 3, 2023, the City Council approved a secondary contract with Martin Underground to expand the City's private fiber line in the western part of the City.

There are remaining American Rescue Plan Act (ARPA) Funds available that require being under contract by December 31, 2024. Staff has reviewed projects and recommends extending the fiber line east and south with the remaining available funds, to meet the deadline. Staff reached out to Martin Underground, who did the previous two installations to receive pricing to extend the fiber to Adams Pointe Golf Club, the entrance of Southwest Park (12th and SW Southcrest Drive) and to Ward Park. After reviewing pricing with the remaining funds, only Adams Pointe Golf Club and Ward Park can be funded at this time. This will allow for security cameras, computer access and other City operations to be connected to the city's network once constructed.

Staff received pricing utilizing a City of Lee's Summit Municipal contract for the same service, which was competitively bid. Additionally, when establishing the cooperative agreement with Blue Springs School District to allow each entity to utilize common fiber routes for financial savings, it was agreed upon to use Martin Underground to service and expand the fiber system by both entities when time came. Martin Underground priced all components and installation required to terminate the fiber at the identified locations utilizing the contract pricing. The price provided by Martin Underground Construction, Inc, for the park locations is $103,716.55 and covers all needed work, materials, and installation.

Staff recommends entering into a contract with Martin Underground Construction, Inc., for the installation of fiber to the Adams Pointe Golf Club and 12th Street and Ward Park..

FINANCIAL IMPACT

Contractor:	Martin Underground Construction, INC 5401 Raytown Road Raytown, MO 64133
Amount of Request/ Contract:	$103,716.55
Amount Budgeted:	$106,177.77
Budget Year:	FY 2024-25
Funding Source/Account #:	115-00000-544100 Covid19-ARPA
Account Balance:	$0 Date: 12/10/2024
Additional Funds Needed:	$103,716.55
Funding Source/Account:	115-00000-542100 Covid19-ARPA

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
January 1, 2025	December 31, 2025
Years and Months Contract in effect	**Number of times renewable**
1 year	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***	Assistant City Administrator: ***Dennis Dovel***

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:	☒	Martin Underground Construction, Inc. 5401 Raytown Road Raytown, MO 64133 Jeff Martin Jeff@martinunderground,com 816-830-4305
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH MARTIN UNDERGROUND CONSTRUCTION, INC FOR PURCHASE AND INSTALLATION OF CONDUIT AND FIBER TO VARIOUS PARK LOCATIONS

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 the installation of fiber to the Adams Pointe Golf Club and Ward Park; and

WHEREAS, the Department utilized a cooperative purchasing agreement with the City of Lee's Summit to obtain pricing and now recommends that the City award a contract to Martin Underground Construction, Inc, for work based on scope of services in the amount of $118,243.90 utilizing American Rescue Plan Act (ARPA) funds.

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 Martin Underground Construction, Inc., 5401 Raytown Road, Raytown, MO 64133 for conduit and fiber installation to Adams Pointe Golf Club and Ward Park in the amount of $103,716.55. 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 16th day of December 2024.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

Rev. 01/01/2024

EFFECTIVE DATE: January 1, 2025	TERMINATION DATE: December 31, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Martin Underground Construction, Inc** **5401 Raytown Road** **Raytown, MO 64133**
Department: Parks and Recreation	Attention: Jeff Martin
Phone: 816-228-0265	Phone: 816-353-1352

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this 10 day of December 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 **$103,716.55** 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, materials, drawings, plans, specifications, and other documents as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work

completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

10. **Assignment**. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the 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 notify any such assignee.

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

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

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

14. **American Made Products.** Pursuant 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 of this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal

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

a. Comprehensive General Liability: Minimum limit $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, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees, or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price.

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

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

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

f. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this contract, and any part of it, 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 Regulation.

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

21. **Payment Bond.** If this contract is estimated to exceed $50,000 and is a public works contracts which involves the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the City, every contractor for such work shall furnish to the City a bond with good and sufficient sureties in the amount of the contract, or such other amount fixed by the City, and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such public work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, such that said bond and the giving thereof, shall comply with Section 107.170 RSMo.

22. **Liquidated Damages**. Time of completion of the work by the Contractor is of the essence. Should Contractor fail to complete the work within the time specified in this Contract, Contractor shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the Contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

24. **Prevailing Wage**. If this contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said contract shall be one hundred dollars ($100) per worker, per day.

25. **OSHA Requirements** under Section 292.675 RSMo.

a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction

safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

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

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

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

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

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

26. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, 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:

Rev. 01/01/2024

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 Jeffery Martin, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Jeffery Martin and I am currently the President of Martin Underground (hereinafter "Company"), whose business address is 5401 Raytown Rd. Raytown MO 64133, 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.

Martin Underground Const. Inc. — Affiant / Contractor

Jeffery Martin — Printed Name

Subscribed and sworn to before me this 10 day of December, 2024

SEAL

JULIE A. JOOS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 06, 2028
Commission # 12545553

Julie A Joos — Notary Public

27. **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.

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

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

30. **Warranty**. Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantees all materials, equipment furnished, and work performed for a period of two (2) years from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this Contract. Contractor shall, within ten (10) days' notice from the City, correct any work found to be defective, incorrect, or not in accordance with bid specifications.

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

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

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

MARTIN UNDERGROUND CONSTRUCTION, INC.

By: _____
Name: _____
Title: _____

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
Jennifer M. Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Martin Underground Construction, Inc. 5401 Raytown Road Raytown, MO 64133	
Scope of Work (Job Description)	Purchase and installation of 2" conduit and 96 strand fiber for Adams Pointe Golf Club and 24 strand fiber for Ward Park, splicing and fusion, ring prep and butt prep. Includes handholes and building entry where applicable. All work shall be performed in accordance with Contractor's quote dated December 6, 2024 attached hereto and incorporated herein as Attachment A. Attachments: 1) Prevailing Wage Order #31, Jackson County, MO, by reference	
Start Date	January 1, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	December 31, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$ 103,716.55	Maximum payment for services rendered
	$0.00	Maximum amount of expenses to be reimbursed
	$ 103,716.55	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 completion. ☐ ____% retainage held until completion of project.	

ATTACHMENT A

Martin Underground Construction Inc.

Date: 12/6/2024

City of Blue Springs
903 W. Main Street
Blue Springs, MO 64015
Attn: William
wjakubec@bluespringsgov.com
816-228-0232

JOB LOCATION: Adams Point, Ward Park and Ligget Park

Dear William,
Pursuant to your request for an excavating proposal on the above referenced project, we are pleased to submit this scope for your consideration.
Our quotation is based on Martin Undergrounds interpretation of the scope documents provided with the request for proposal, with clarification set forth by the attached scope of work.

Martin Underground Scope of Work

Customer: **City of Blue Springs**
Address:

Job Number
Job Name **Ward Park**

LABOR ITEM	DESCRIPTION	Dept	Quantity	BID AMOUNT	BID TOTAL
	Bore and Place 2"	UG	1,210	$16.30	$19,723.00
	Place HH	UG	3	$450.00	$1,350.00
	Dig into Existing	UG	1	$500.00	$500.00
	Pull 24 Fiber	UG	1,700	$1.10	$1,870.00
	Fusion Splice	SP	12	$35.00	$420.00
	Ring Cut Prep Fee	SP	1	$250.00	$250.00
	2 man Dig crew	UG	10	$295.00	$2,950.00
					$0.00
					$0.00
Permit Cost /Bond			1	$750.00	$750.00
Materials					$0.00
			1	$3,139.00	$3,139.00
Sub-Total					$30,952.00
Tax (is this work taxable)					$0.00
TOTAL					**$30,952.00**

Martin Underground Scope of Work

Customer: **City of Blue Springs**
Address:

Job Number
Job Name **SW Liggett Rd**

LABOR ITEM	DESCRIPTION	Dept	Quantity	BID AMOUNT	BID TOTAL
	Bore and Place 2"	UG	3,375	$16.30	$55,012.50
	Place HH	UG	3	$450.00	$1,350.00
	Dig into Existing	UG	1	$500.00	$500.00
	Pull 24 Fiber	UG	3,875	$1.10	$4,262.50
	Fusion Splice	SP	12	$35.00	$420.00
	Butt Prep Fee	SP	1	$35.00	$35.00
	2 Man Dig Crew	UG	10	$295.00	$2,950.00
					$0.00
					$0.00
Permit Cost			1	$1,632.00	$1,632.00
Materials					$0.00
			1	$7,094.35	$7,094.35
Sub-Total					$73,256.35
Tax (is this work taxable)					$0.00
TOTAL					**$73,256.35**

Martin Underground Scope of Work

Customer: **City of Blue Springs**
Address:

Job Number
Job Name **Adams Point**

LABOR ITEM	DESCRIPTION	Dept	Quantity	BID AMOUNT	BID TOTAL
	Bore and Place 2"	UG	3,000	$16.30	$48,900.00
	Place HH	UG	4	$450.00	$1,800.00
	Composite Building Entry	UG	1	$1,800.00	$1,800.00
	Dig into Existing	UG	1	$500.00	$500.00
	Pull 96 Fiber	UG	3,800	$1.10	$4,180.00
	Fusion Splice	SP	12	$35.00	$420.00
	Ring Prep Fee	SP	1	$250.00	$250.00
	Butt Prep Fee	SP	1	$175.00	$175.00
	2 man Dig crew	UG	10	$295.00	$2,950.00
					$0.00
					$0.00
Permit Cost			1	$1,650.00	$1,650.00
Materials					$0.00
			1	$10,139.55	$10,139.55
Sub-Total					$72,764.55
Tax (is this work taxable)					$0.00

TOTAL	**$72,764.55**

These quotes are valid for 30 days from the date of this proposal.

ASSUMPTIONS:
NO CONCRETE WORK INCLUDED
EXCLUDES ROCK
PERMITS WILL BE BILLED AT COST PLUS 10%

START DATE: TBD
All work outside the scope of this proposal needs to be approved by City of Blue Springs and from Martin Underground.

TERMS: UPON RECIEPT

_____	_____
Martin Underground Construction, Inc.	City of Blue Springs
_____	_____
Date	Date

Jeff Martin
Martin Underground
5401 Raytown Road
Raytown, MO 64133
jeff@martinunderground.com
816-830-4305

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 10, 2024

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

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

ISSUE/REQUEST

Approve a new liquor license for Shree Shiv Inc. dba Woods Chapel Liquor located at 1110 NW Woods Chapel Road, Blue Springs, MO 64015 to sell intoxicating liquors in the original package for consumption off premises (weekdays only) and Sunday Sales. The location was formerly occupied by Trivedi & Riaz LLC dba Liquor Houzz.

BACKGROUND/JUSTIFICATION

The Managing Agent for Shree Shiv Inc. dba Woods Chapel Liquor is Krish Patel located at 2205 W Country Club Drive, Sedalia, MO 65031.

FINANCIAL IMPACT

Contractor:	Shree Shiv Inc. dba Woods Chapel Liquor
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2024-2025
Funding Source/Account #:	N/A
Account Balance:	N/A
Additional Funds Needed:	N/A
Funding Source/Account #:	N/A
Revenue to be Received:	$300
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 16, 2024	June 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ON FILE WITH THE BUSINESS SERVICES DIVISION

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Mike Mallon (Senior Director Community Development) are on file in the Business Services Division. Individual

statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Services Division.

2. Application for a Business License is on file with the Business Services Division

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***N/A***	Assistant City Administrator: ***Dennis Dovel***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 10, 2024 **CONTRACT NO. 2024-127**

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

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

ISSUE/REQUEST

Adopt a Resolution approving Amendment #1 to Contract 2024-127 in the amount of $17,266.00 with Terry Snelling Construction Inc. for installation of 170ft of new 2" conduit and wiring for electric service from the transformer to the new prefabricated restroom facility at Ward Park. This Amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances.

BACKGROUND/JUSTIFICATION

The City Council approved Contract 2024-127 on August 19, 2024 with Terry Snelling Construction, Inc. in the amount of $118,860 for the installation of footings and site work for the installation of a prefabricated restroom building at Ward Park.

Prior to demolition of the existing restroom building, Terry Snelling Construction, Inc. contacted Evergy to disconnect power to the building. Evergy arrived on-site and discovered that the transformer that feeds power to the facility was deteriorated and Evergy would need to replace the transformer at a later date. Evergy also determined that the wires feeding the existing restroom building from the transformer are buried in the ground without conduit. This does not meet existing code and Evergy advised that conduit and new wire would need to be installed prior to re-establishing power for the new prefabricated restroom facility.

Terry Snelling Construction, Inc. supplied the attached quote to perform this work as an additional scope of work item for Contract 2024-127. The additional scope increases the contract amount by $17,266.00, bringing the contract total to $136,126.00. This work will need to be completed prior to the new restroom facility being installed in January.

Staff recommends approval of this contract amendment.

FINANCIAL IMPACT

Contractor:	Terry Snelling Construction, Inc.
Amount of Request/ Contract:	$17,266
Amount Budgeted:	$0
Budget Year:	FY 2024-25
Funding Source/Account #:	158-73000-544100 PR-20 This will be added to PO 24-0967
Account Balance:	$ 0 Date: 12/12/2024
Additional Funds Needed:	$17,266
Funding Source/Account #:	158-73000-544100 PR-18 - Received Budget Transfer

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 17, 2025	July 1, 2025
Years and Months Contract in effect	**Number of times renewable**
6 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Amendment #1 attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	Assistant City Administrator: ***Dennis Dovel***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☒	Wage Order Number: On File
IRS Form W-9:	☒	On File
Bid/RFP/RFQ: (submit all)	☒	On File
Bid/RFP/RFQ Tabulation:	☒	On File
Bid Waiver: (less than three bids)	☒	On File
Contractor address and email:	☒	20004 E Yocum Rd Independence, MO 64058 terry@terrysnellingconstruction.com
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING A AMENDMENT #1 TO CONTRACT 2024-127 WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE INSTALLATION OF NEWCONDUIT AND WIRING FOR ELECTRIC SERVICE FROM THE TRANSFORMER TO THE NEW RESTROOM FACILITY AT WARD PARK

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

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

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

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

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

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

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

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

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

WHEREAS, the City entered into Contract 2024-127 with Terry Snelling Construction, Inc. with an effective date of August 20, 2024, for $118,860.00 for services generally identified as installation of footings and site work for the installation of a prefabricated restroom building at Ward Park; and

WHEREAS, the Department requests the approval of Amendment #1 to Contract 2024-127 in the amount of $17,266.00 with Terry Snelling Construction, Inc. for the installation of 170LF of new 2" conduit and wiring for electric service from the transformer to the new restroom facility at Ward Park as required by Evergy for electric service; and

WHEREAS, this amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances.

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 Amendment #1 with Terry Snelling Construction, Inc. for the installation of 170LF of new 2" conduit and wiring for electric service from the transformer to the new restroom facility at Ward Park in the amount of $17,266.00, bringing the contract total to $136,126.00. A copy of the proposed Amendment is attached hereto as Exhibit "A" and is incorporated herein.

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

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 16th day of December 2024.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EFFECTIVE DATE: December 17, 2024	TERMINATION DATE: July 1, 2025	CONTRACT NUMBER: 2024-127
CITY	**CONTRACTOR**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Terry Snelling Construction, Inc** **20004 E Yocum Rd** **Independence, MO 64058**	
Department: Parks and Recreation	Attention: Terry Snelling	
Phone: 816-228-0105	Phone: 816-985-4507	

AMENDMENT #1 TO CONTRACT NO. 2024-127

THIS AMENDMENT is made and entered into on the _____ of _____ 2024, between City of Blue Springs, Missouri ("City") and Terry Snelling Construction, Inc ("Contractor").

WHEREAS, the City entered into a contract with Contractor with an effective date of August 20, 2024, for services generally identified as installation of footings, foundation, and site work for Ward Park prefabricated restroom building; and

WHEREAS, the City has requested and/or identified additional services to be performed by Contractor as detailed in the submitted proposal, dated December 5, 2024, attached hereto and incorporated by reference as Attachment 1; and

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree to the following:

1. Scope amended as follows: This Amendment adds the installation of 170 LF of 2" electrical conduit and wiring from the electrical transformer to the new prefabricated restroom building and place a ninety-degree elbow into the transformer. This work is required by Evergy to bring the electrical service up to code.

2. The increase for this Amendment is $17,266. This brings the contract total to $136,126.

3. Terms of Original Agreement. All other terms and conditions of the original agreement not modified in this Amendment shall remain in full force and effect and be considered incorporated herein as part of the amended agreement.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date set forth in the caption above.

TERRY SNELLING CONSTRUCTION, INC.

By: _____

Name: TERRY S. SNELLING

Title: President

CITY OF BLUE SPRINGS

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

_____

Jennifer M. Baird, City Attorney

ATTACHMENT 1

TERRY SNELLING CONSTRUCTION, Inc.
20004 E. Yocum Road
Independence, Missouri 64058
Phone (816) 985-4507/ Fax (816) 796-9888

December 5, 2024

Mr. Justin Stuart, CPRP, Director
City of Blue Springs, Missouri
Department of Parks & Recreation
425 NE Mock Ave
Blue Springs, Missouri 64014

Re: Construction of Utilities for Prefabricated Restroom Building
Ward Park
Electrical Service Extension Change Order Pricing

Dear Mr. Stuart:

Terry Snelling Construction (TSC) has been directed by Evergy to construct a new electrical service line to replace the existing electrical service line from the electrical transformer to the new restroom building as part of the utility service extensions and modifications for the new prefabricated restroom building to be installed at Ward Park. Evergy had noted upon a preconstruction inspection of the existing transformer and service line that the existing transformer and service line were not up to their current standards. The existing transformer had substantially settled and needed to be replaced, and the existing electrical wiring was installed by direct buried method without electrical conduit being installed. Evergy has indicated to TSC that they would install a new transformer, but TSC would be required to install a new 2" conduit with the proper aluminum wiring from the transformer to the new restroom building. The original design provided by Olsson Associates did not indicate that a complete new electrical service line in conduit would be required.

TSC has provided a breakdown of costs to construct a new electrical service line in accordance with Evergy's requirements and per their inspection in lieu of what was required per the original plans. Arrowhead Electric has provided a proposal to directional bore and install 170 LF of 2" electrical conduit and aluminum wiring from the electrical transformer to the new restroom building. Included in the breakdown of cost is the additional material, labor, equipment, supervision, bond premium, overhead and profit costs. TSC has estimated that the work will require three days to complete barring any conflicts or hindrances that possibly may be encountered during the construction.

Please review the scope of work to be performed and the cost of the work and advise if you have any questions or concerns. Please note that TSC has included an additional month of temporary fence rental in our cost proposal to allow for the additional time needed by the Public Restroom Company to deliver and install the new restroom building in January in lieu of December. TSC will complete the additional work during construction of the project following acceptance of our cost proposal.

If any additional information is required regarding the requirements Evergy has stipulated and the discussions that had incurred between Evergy's representatives and Arrowhead Electric, you can contact Harry Fenwick of Arrowhead Electric at (816) 208-2429 or email at harry.fenwick@arrowheadelectric.org.

Respectfully submitted:

Terry Snelling Construction, Inc.

Mike Hallahan, Project Manager

PROJECT: Construction of Footings and Utilities for Prefabricated Restroom Building
LOCATION: Ward Park 1000 SW 22nd Street Blue Springs, MO 64015
OWNER: Blue Springs, MO Park & Recreation Department
CONTRACTOR: Terry Snelling Construction, Inc. (TSC)

Subject: Breakdown of cost to furnish and install a complete new electrical service line from a new transformer to be installed by Evergy to the new restroom building per Evergy's requirements and construction standards

COST BREAKDOWN:

WORK ITEM 1- Directional Bore 170LF of 2" electrical conduit and install required aluminum wiring from the electrical transformer to the new restroom building and place a 90-degree elbow into the transformer.

Total Labor, Equipment and Material Cost Per Arrowhead Electric Attached Proposal-	$ 12,017.00

WORK ITEM 2- Excavate and backfill bore pits and finish grade and seed disturbed areas

Labor-

Crew- 1 Operator Foreman & 1 Laborer- $ 160.00 per HR

Trench & Backfill- 4 Hours @ $ 160.00 per HR	$ 640.00
Finish Grade & Seed- 4 Hours @ $ 160.00 per HR	$ 640.00
Total Labor Cost	$ 1,280.00

Equipment-

Mini Excavator- 1/2 Day @ $ 475.00 per Day	$ 238.00
Skid Steer Loader- 1/2 Day @ $ 400.00 per Day	$ 200.00
Fuel- 40 Gallon @ $ 4.00 per Gallon	$ 160.00
Total Equipment Cost	$ 598.00

WORK ITEM 3- Additional Temporary Fence Rental

Fence Panel Rental- 34 each @ $ 20.00 per month	$ 680.00
Fence Support Rental- 70 each @ $ 5.00 per month	$ 350.00
Sales Tax	$ 89.00
Total Rental Cost	$ 1,119.00

Cost Breakdown Summary:

Construction of New Electrical Service-

Work Item No. 1-	$ 12,017.00
Work Item No. 2-	$ 1,878.00
Work Item No. 3-	$ 1,119.00
Subtotal Cost-	$ 15,014.00
+ 15% Overhead & Profit	$ 2,252.00
TOTAL AMOUNT REQUESTED	**$ 17,266.00**

ARROWHEAD ELECTRIC

1101 W. Main Street Suite B, Blue Springs, MO 64015 Phone 816-656-0555

November 26, 2024

Mike Hallahan

Re: Ward Park, Blue Springs MO Evergy Conduit

Arrowhead Electric Inc. is pleased to present our proposal for the above-referenced project.
Evergy secondary conductors feeding the existing building from the transformer is a direct bury cable.
Evergy requires all new wire to be in PVC conduit from transformer to new restroom building service per Evergy electrical code.
See below for cost boring new conduit.

- Directional Bore-170 ft of 3" electrical conduit from new building to Evergy transformer to the south. Dig around the transformer and place ninety-degree elbow into transformer.

Price$ 12,017.00

We are NOT responsible for private utilities, including sprinkler systems.
All bids exclude hard surface potholing unless otherwise specified.
There will be an additional charge for the cost of any permits that are required.
Rock Clause: If we hit solid rock, additional charges may apply.

Exclusions:

- Un-trenchable or borable rock excavation or unforeseen objects in the ground that would impede the excavation process.
- Any damage to private utilities, not located by the One Call process.
- Private locating.
- Hard surface potholing.

Thank you for the opportunity to quote this work for you and please do not hesitate to call me if you have any questions.

Best regards
Harry Fenwick
Project Manager
(913) 208-2429
Harry.fenwick@arrowheadelectric.org

PRICE IS GOOD FOR 30 DAYS

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
December 16, 2024

EXHIBITS FOR PUBLIC HEARING

UNIFIED DEVELOPMENT CODE AMENDMENTS RELATED TO THE DOWNTOWN REVIEW BOARD AND HISTORIC PRESERVATION COMMISSION (UDCT-11-24-9411)

EXHIBIT #1 City Council Information Form dated December 10, 2024 with the following attachments: Staff reports with attachments: Application with attachments; Copy of Notice of Publication in the Examiner on November 23, 2024; Title IV, Land Use Section – Blue Springs City Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference) and Bill with the list of Amendments attached as Exhibit A

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 10, 2024

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

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

ISSUE/REQUEST

A public hearing is being held at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code (UDC) to improve processes by decreasing redundant or unnecessary steps for development in downtown Blue Springs (UDCT-11-24-9411). Upon conclusion of the public hearing, a Bill approving amendments to Sections 402.060 – Downtown Review Board, 404.240.M. – Downtown Development Code – Planned Zoning, 402.050.A.4 – Historic Preservation Commission Duties and Powers, Sub-Paragraphs c, d, e, and f, and 407.040.D.3.c.(5) – Other Fences Design Standards, of the Blue Springs UDC will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

To prepare for the implementation of the newly adopted Downtown Master Plan and with feedback from property owners within the downtown area, the City has requested to amend several sections of the UDC to improve development processes.

The proposed amendments include the removal of Section 402.060 – Downtown Review Board, which would eliminate the requirement for building permits to be heard by the DRB ahead of administrative review and approval. Since the creation of the DRB, the design standards in this area of the city have been improved to a level that has made the development processes redundant and inefficient. When development is proposed in downtown Blue Springs on property already appropriately zoned, staff can review the required building permits administratively without the extra steps of holding meetings with the DRB.

Along with the dissolution of the DRB, Section 404.240.M. – Downtown Development Code is proposed to be amended to remove mentions of the DRB. If Rezoning and associated General or Conceptual Development Plans are necessary, they will follow the same procedures as required elsewhere in the City, shortening the timeline of development processes for proposals downtown.

Section 402.050.4 – HPC Duties and Powers, Sub-Paragraphs c, d, e and f are proposed to be amended to further specify what types of building permits must be reviewed by the HPC. This amendment will allow structures such as a fence or storage shed to be reviewed administratively by staff, reducing the permit process from 2-3 weeks to 3-5 days. Permits for structures or buildings that are significant, such as a dwelling or detached garage, or for permits that are altering a historically significant structure or building would still require review by the HPC before permit review by staff.

Lastly, Section 407.040.D.3.c. – Other Fence Design Standards is proposed to be amended to

add Sub-Paragraph (5), which includes language to address fences on corner lots located within a Historic and Conservation District. The language prevents privacy fences from being erected in street side yards, beyond the building line. The amendment will contribute to preserving the historic look and character of the districts.

A meeting with the Development Advisory Commission was held on November 15, 2024, where the Commission voted unanimously to recommend approval of the proposed amendments. A public hearing was then held with the Planning Commission on December 9, 2024, where the Commission recommended approval of the proposed amendments to the UDC.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 17, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the proposed UDC amendments.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Development Advisory Commission
Date:	November 15, 2024
Action:	Recommended Approval 3 Aye, 0 No
Name of Board or Commission:	Planning Commission
Date:	December 9, 2024
Action:	Recommended Approval 8 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff reports with attachments: Application with attachments; Copy of Notice of Publication in the Examiner on November 23, 2024; Title IV, Land Use Section – Blue Springs City Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference)
2. Bill with the list of Amendments attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***Jennifer Baird***	Assistant City Administrator: ***Dennis Dovel***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: December 09, 2024 City Council: December 16, 2024
Project Name:	***UDC Text Amendments - Downtown Review Board Dissolution, Downtown Development Code, Historic Preservation Commission & Fence Amendments***
Project Request:	UDC Text Amendments for the Dissolution of the Downtown Review Board (DRB) Section 402.060 – Downtown Review Board; UDC Text Amendments for modifying Section 404.240.M. – Downtown Development Code – Planned Zoning; UDC Text Amendments for Modifying Section 402.050.4.c. – Historic Preservation Commission – Duties and Powers UDC Text Amendments for the addition of Section 407.040.D.3.c.(5) – Other Fences Design Standards

Applicant: City of Blue Springs/City Staff
Staff Planner: Mike Mallon, Senior Director of City Development

Project Description: The City Council has directed staff to make the proposed amendments to the Unified Development Code (UDC) to improve processes, decrease time, and make development in downtown Blue Springs easier. The amendments include the dissolution of the Downtown Review Board (402.060), which was originally created for the purpose of expediting the approval process for downtown projects. In recent years, the Downtown Review Board and its associated processes have shown to slow down the development process downtown, bringing into question the original intent.

As a result of the dissolution of the Downtown Review Board, the Downtown Development Code's Planned Zoning section of the UDC (404.240.M.) will see many amendments to remove much of the section that relates directly to the Downtown Review Boad, which by default shortens the process by allowing staff approvals of building permits. Rezoning downtown is simplified by making it the same process as projects outside of downtown. Finally, the Historic Overlay District Review process for projects downtown has been refined to specify the types of building permit required for review by the Historic Preservation Commission.

The Historic Preservation Commission's Duties and Powers section includes proposed amendments that like the previous section aims to specify the types of building permits that require review by the Commission. The amendments in this section will speed up processes by filtering permit types that are not substantial to the Historic and Conservation districts or landmarks as it pertains to preservation.

Finally, an addition to the Other Fence Design Standards (407.040.D.3.c.) of subsection 5, which includes language to address fences that are proposed to be located within a Historic or Conservation District. The proposed language adds an additional design standard for corner lots. The language prevents privacy fences from being erected in front side yards, beyond the building line. The amendment will contribute to preserving the historic look and character of the districts.

Staff Recommendation: Staff recommends approval of the UDC Text Amendments.

Previous Actions:

Date	Review Body	Action
11/18/1996	City Council	Approved the Unified Development Code by Ordinance 2738
08/03/2015	City Council	Approved an amended Unified Development Code by Ordinance 4558
Since 2015	City Council	The Unified Development Code has been further amended since 2015 for maintenance purposes, as well as to respond to changing development patterns and keep up to date with current trends.

The Development Advisory Commission recommended approval (3 aye, 0 no) of the associated UDC Text Amendments on November 15, 2024. The members of the Commission expressed their support to clean up the sections of the UDC to make processes for development within the downtown area more efficient.

STAFF ANALYSIS

Text amendments ensure that the generally applicable laws in this Development Code reflect the broad public interest and long-range planning goals of the community, as reflected in the Comprehensive Plan. The City may determine that it is necessary from time to time to revise and update this Development Code to implement the Comprehensive Plan.

Section 403.020 of the UDC states a Text Amendment shall be reviewed according to the following criteria:

Review Criteria. All review bodies shall use the following criteria for review, recommendations and decisions on text amendments:

1. Whether the change is in accordance with the Comprehensive Plan, Design and Construction Manual, or any official plans or programs developed under the guidance of the Comprehensive Plan;

2. Whether such change is consistent with the purposes of this Development Code, and the intent or objectives of any Chapter or Subsection containing the change;

3. The areas that are most likely to be directly affected by the amendment and in what way they will be affected;

4. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected; and

5. The recommendations of professional staff.

Staff finds that the proposed UDC amendments meet the above criteria and therefore recommends approval of the UDC Text Amendments.

PROPOSED UDC TEXT AMENDMENTS

Language to be added to the UDC is UNDERLINED.

Language to be deleted from the UDC is shown as STRICKEN.

Section 402.060 – Downtown Review Board.

This Section is to be removed from the Unified Development Code completely.

Section 404.240 (M) – Downtown Development Code – Planned Zoning.

M. Planned Zoning.

~~Planned Zoning.~~

~~1. This is a Planned Zoning District. Structures within the district are subject to approval of the Downtown Review Board (DRB) before the structure can proceed to the building permit review process. City staff and the DRB shall work expeditiously to ensure that construction will proceed in a timely manner. The DRB shall meet on an as-needed basis, based upon the submission of applications. Determination by the DRB shall be within fourteen (14) days after the initial review by the DRB.~~

2. Procedures.

~~(a) Process For Allowed Standards. Projects that meet the allowed standards established in this Section 404.240 shall utilize an expedited approval process as outlined in the following steps:~~

~~(1) A completed application is submitted to Department of Community Development.~~

~~(2) Application is reviewed by the DRB.~~

~~(a) If application meets the allowed standards according to the DRB's review, then the application is approved and proceeds to the building permit (Chapter 500) stage.~~

~~(b) If the application does not meet the allowed standards according to the DRB's review, then the application must be revised per the DRB's comments.~~

~~(3) The applicant is allowed seven (7) days to revise its application.~~

~~(4) The DRB shall review the completed revised application within seven (7) to verify that it meets the allowed standards.~~

~~(a) If the application meets the standards, then it is approved according to Subsection (M)(2)(a)(2)(a).~~

~~(b) If the application still does not meet the standards, then process set out in Subsection (M)(2)(a)(3) and (4) of this Section shall be followed until the submission is approved or it shall be deemed denied.~~

~~(5) Appeal Of A Downtown Review Board Decision. [Ord. No. 4849, 9-4-2019]~~

~~(a) The City Council shall serve as the appellate body for the Downtown Review Board. An appeal of a Downtown Review Board decision shall follow the same~~

~~appeals process as outlined in Section 403.010(A)(3)(f).~~

~~(b) Process For Allowed By Conditional Use. Projects that utilize the allowed by conditional use standards shall utilize the following approval process:~~

~~(1) A complete application is submitted to the Department of Community Development.~~

~~(2) Application is reviewed by the DRB. The DRB shall have up to fourteen (14) days to issue a recommendation.~~

~~(3) Further review shall be made pursuant to Section 403.060.~~

(a)~~(c) Process For~~ Projects Requiring Rezoning. ~~Projects that require a rezoning shall utilize the following approval process (~~A rezoning must be to another zone regulated by the Downtown Development Code~~):~~

~~(1) A complete application is submitted to the Department of Community Development.~~

~~(2) Application is reviewed by the DRB. The DRB shall have up to fourteen (14) days to issue a recommendation.~~

~~(3) Further review shall be made pursuant to Section 403.030.~~

~~(4) If the required zoning is obtained, further review shall be pursuant to Subsection (M)(2)(a) or (b) above.~~

~~(d) Process For Projects Requiring A Variance. Projects requiring a variance shall utilize the following approval process:~~

~~(1) A complete application is submitted to the Department of Community Development.~~

~~(2) Application is reviewed by the DRB. The DRB shall have up to fourteen (14) days to issue a recommendation.~~

~~(3) Further review shall be made pursuant to Section 403.080.~~

~~(4) If the required variance is obtained, further review shall be pursuant to Subsection (M)(2)(a) or (b) above.~~

(b)~~(e)~~ Historic Overlay District (H-O) Review. Projects involving a permit for new buildings or structures, excluding fences, uncovered decks, pools, sheds, or other similar structures as determined by the Community Development Director, or include altering a building or structure that is identified on the property's Architectural/Historic Inventory Form as significant or as a contributing feature of the H-O ~~within the Historic Overlay (H-O) Zoning District~~ shall apply to the City pursuant to Sections 402.050 and 408.020 for review. ~~prior to review by the DRB in conjunction with any of the processes noted in Subsection (M)(2)(a), (b), (c) and (d) above.~~

Section 402.050 (A)(4)(c)(d)(e)(f)– Historic Preservation Commission – Duties and Powers.

(c) To review applications for building permits for Historic Landmarks or within a Historic District, or within a Conservation District, that involve new buildings or structures, excluding fences, uncovered decks, pools, sheds, or other similar structures as determined by the Community Development Director, or include altering a building or structure that is identified on the property's Architectural/Historic Inventory Form as

significant or as a contributing feature, and to make recommendations concerning such applications to the Director of Community Development.

(d) To review proposed permanent changes to buildings, structures, street furniture, City parks, civic areas, public facilities or environmental features of a Historic Landmark or within a Historic District, ~~or within a Conservation District,~~ reporting its recommendations to the City Staff.

(e) To review applications for demolition permits to demolish buildings or structures, excluding fences, uncovered decks, pools, sheds, or other similar structures as determined by the Community Development Director within a Historic District, or within a Conservation District, which are identified on the property's Architectural/Historic Inventory Form as significant or as a contributing feature, and to make recommendations concerning such applications to the Director of Community Development.

(f) To review applications for conditional use permits for a Historic Landmark or within a Historic District, or within a Conservation District, that include altering a building or structure, excluding fences, uncovered decks, pools, sheds, or other similar structures as determined by the Community Development Director, that is identified on the property's Architectural/Historic Inventory Form as significant or as a contributing feature, and to make recommendations concerning such requests to the Planning Commission.

Section 407.040(D)(3)(c)(5) – Other Fence Design Standards when located within a Historic or Conservation District:

5. Fences located within a Historic or Conservation District shall follow the standards listed in Section 407.040 (D)(3) except:

    a. Fences located on a corner lot, in the street side yard area, shall have transparency voids of at least thirty-three percent (33%).

RETURN TO
Director of Community Development
City Hall Annex - 903 Main
Blue Springs, Missouri 64015
816-228-0207
FAX 816-228-0225
Return no later than
Friday – Noon – Cutoff
comdevlegal@bluespringsgov.com
www.bluespringsgov.com

OFFICE USE ONLY – *Updated Feb. 13, 2020*
FILING FEE: $500.00 (Non-Refundable)
CASE NO. **UDCT-**_____
CK # _____
P.C. HEARING _____
DATE ADVERTISED _____
COUNCIL MTG. _____
Revenue Account: 100.00000.430 100.000
Planner: _____

The City of Blue Springs Missouri

UNIFIED DEVELOPMENT CODE TEXT AMENDMENT APPLICATION FORM

Application is hereby made to the Planning Commission and the City Council of the City of Blue Springs Missouri for a text amendment to the city's Unified Development Code.

APPLICANT: City of Blue Springs DATE: 10/11/7
(Please Print)
ADDRESS: 903 W. Main St PHONE:
CITY/STATE/ZIP: BSMO 64015 FAX:

TEXT AMENDMENT REQUESTED

Chapter _____ Section _____ Title _____

PROPOSED CHANGE IN TEXT:

- Downtown Review Board . 402-060
- Historic Preservation 402-050

PURPOSE FOR WHICH AMENDMENT IS SOUGHT:

- ELIMINATE DRB
- CHANGE Scope of HPC review

Signature

PUBLIC NOTICE

Unified Development Code Text Amendments – Downtown Review Boad, Historic Preservation Commission, and Fences
UDCT-11-24-9411

An Ordinance removing Section 402.060 – Downtown Review Board; amending Sections 404.240.M – Downtown Development Code – Planned Zoning; 402.050.4.c – Historic Preservation Commission – Duties and Powers; and 407.040.D.3.c.5 – Buffers, Screens and Fencing - Other Fence Design Standards; of the Unified Development Code, of the Code of Ordinances of the City of Blue Springs to dissolve the Downtown Review Board, specify the Duties and Powers of the Historic Preservation Commission, and create new standards for fences in Historic or Conservation Districts.

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, December 9, at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on the requests by the City of Blue Springs to amend the Sections of the Unified Development Code noted above. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

CITY OF BLUE SPRINGS
Planning Commission

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Sections of the Unified Development Code UDCT-11-24-9411, on **Monday, December 16, 2024, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, November 23, 2024
E-MAIL TO THE EXAMINER: legals@examiner.net
11/20/2024

Introduced by Councilmember _____ BILL NO. 5278
(UDCT-11-24-9411)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 402.060 – DOWNTOWN REVIEW BOARD, 404.240.M. – DOWNTOWN DEVELOPMENT CODE – PLANNED ZONING, 402.050.A.4 – HISTORIC PRESERVATION COMMISSION – DUTIES AND POWERS, SUB-PARAGRAPHS c-f, AND 407.040.D.3.c. – OTHER FENCES DESIGN STANDARDS OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI

WHEREAS, City staff is committed to bringing forward amendments to the Code of Ordinances, City of Blue Springs, Missouri as needed; and

WHEREAS, the issue of outdated development processes for projects in downtown Blue Springs, whose original purpose was to make more efficient and provide necessary oversight, no longer serves a significant role and creates substantial delays for property owners; and

WHEREAS, the City recognizes its role in preserving and growing its downtown area; and

WHEREAS, staff believes the proposed Code amendments will provide the City, property owners, and potential developers with a more streamlined development process; and

WHEREAS, on December 9, 2024, the Planning Commission held a public hearing on the proposed amendments and recommended approval to the City Council; and

WHEREAS, on December 16, 2024, the City Council held a public hearing on the proposed amendments and determined that they be approved.

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

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

Section 1. That Section 402.060 Downtown Review Board of the Code of Ordinances, City of Blue Springs, Missouri, is hereby deleted in its entirety.

Section 2. That Sections 404.240.M Downtown Development Code – Planned Zoning, 402.050.A.4. Historic Preservation Commission – Duties and Powers, Sub-Paragraphs c-fand 407.040.D.3.c. Other Fence Design Standards, of the Code of Ordinances, City of Blue Springs, Missouri is hereby amended to read as shown as Exhibit A of this Ordinance.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 16th day of December 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

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

Section 404.240.M. – Downtown Development Code – Planned Zoning.

M. Planned Zoning.

~~1. This is a Planned Zoning District. Structures within the district are subject to approval of the Downtown Review Board (DRB) before the structure can proceed to the building permit review process. City staff and the DRB shall work expeditiously to ensure that construction will proceed in a timely manner. The DRB shall meet on an as-needed basis, based upon the submission of applications. Determination by the DRB shall be within fourteen (14) days after the initial review by the DRB.~~

1.~~2.~~ Procedures.

~~(a) Process For Allowed Standards. Projects that meet the allowed standards established in this Section 404.240 shall utilize an expedited approval process as outlined in the following steps:~~

~~(1) A completed application is submitted to Department of Community Development.~~

~~(2) Application is reviewed by the DRB.~~

~~(a) If application meets the allowed standards according to the DRB's review, then the application is approved and proceeds to the building permit (Chapter 500) stage.~~

~~(b) If the application does not meet the allowed standards according to the DRB's review, then the application must be revised per the DRB's comments.~~

~~(3) The applicant is allowed seven (7) days to revise its application.~~

~~(4) The DRB shall review the completed revised application within seven (7) to verify that it meets the allowed standards.~~

~~(a) If the application meets the standards, then it is approved according to Subsection (M)(2)(a)(2)(a).~~

~~(b) If the application still does not meet the standards, then process set out in Subsection (M)(2)(a)(3) and (4) of this Section shall be followed until the submission is approved or it shall be deemed denied.~~

~~(5) Appeal Of A Downtown Review Board Decision. [Ord. No. 4849, 9-4-2019]~~

~~(a) The City Council shall serve as the appellate body for the Downtown Review Board. An appeal of a Downtown Review Board decision shall follow the same appeals process as outlined in Section 403.010(A)(3)(f).~~

~~(b) Process For Allowed By Conditional Use. Projects that utilize the allowed by conditional use standards shall utilize the following approval process:~~

~~(1) A complete application is submitted to the Department of Community Development.~~

~~(2) Application is reviewed by the DRB. The DRB shall have up to fourteen (14) days to issue a~~

~~recommendation.~~

~~(3) Further review shall be made pursuant to Section 403.060.~~

(a)~~(c)~~ ~~Process For~~ Projects Requiring Rezoning. ~~Projects that require a rezoning shall utilize the following approval process (~~A rezoning must be to another zone regulated by the Downtown Development Code.~~):~~

~~(1) A complete application is submitted to the Department of Community Development.~~

~~(2) Application is reviewed by the DRB. The DRB shall have up to fourteen (14) days to issue a recommendation.~~

~~(3) Further review shall be made pursuant to Section 403.030.~~

~~(4) If the required zoning is obtained, further review shall be pursuant to Subsection (M)(2)(a) or (b) above.~~

~~(d) Process For Projects Requiring A Variance. Projects requiring a variance shall utilize the following approval process:~~

~~(1) A complete application is submitted to the Department of Community Development.~~

~~(2) Application is reviewed by the DRB. The DRB shall have up to fourteen (14) days to issue a recommendation.~~

~~(3) Further review shall be made pursuant to Section 403.080.~~

~~(4) If the required variance is obtained, further review shall be pursuant to Subsection (M)(2)(a) or (b) above.~~

(b)~~(e)~~ Historic Overlay District (H-O) Review. Projects involving a permit for new buildings or structures, excluding fences, uncovered decks, pools, sheds, or other similar structures as determined by the Community Development Director, or include altering a building or structure that is identified on the property's Architectural/Historic Inventory Form as significant or as a contributing feature of the H-O ~~within the Historic Overlay (H-O) Zoning District~~ shall apply to the City pursuant to Sections 402.050 and 408.020 for review. ~~prior to review by the DRB in conjunction with any of the processes noted in Subsection (M)(2)(a), (b), (c) and (d) above.~~

Section 402.050 A.4. – Historic Preservation Commission – Duties and Powers.

c. To review applications for building permits for Historic Landmarks or within a Historic District, or within a Conservation District, that involve new buildings or structures, excluding fences, uncovered decks, pools, sheds, or other similar structures as determined by the Community Development Director, or include altering a building or structure that is identified on the property's Architectural/Historic Inventory Form as significant or as a contributing feature, and to make recommendations concerning such applications to the Director of Community Development.

d. To review proposed permanent changes to buildings, structures, street furniture, City parks, civic areas, public facilities or environmental features of a Historic Landmark or within a Historic District, ~~or within a Conservation District,~~ reporting its recommendations to the City Staff.

e. To review applications for demolition permits to demolish buildings or structures, excluding fences, uncovered decks, pools, sheds, or other similar structures as determined by the Community Development Director within a Historic District, or within a Conservation District, which are identified on the property's Architectural/Historic Inventory Form as significant or as a contributing feature, and to make recommendations concerning such applications to the

Director of Community Development.

f. To review applications for conditional use permits for a Historic Landmark or within a Historic District, or within a Conservation District, that include altering a building or structure, excluding fences, uncovered decks, pools, sheds, or other similar structures as determined by the Community Development Director, that is identified on the property's Architectural/Historic Inventory Form as significant or as a contributing feature, and to make recommendations concerning such requests to the Planning Commission.

Section 407.040.D.3.c. – Site and Landscape Design – Buffers, Screens and Fencing – Fences – Other Fence Design Standards

5. Fences located within a Historic or Conservation District shall follow the standards listed in Section 407.040 (D)(3) except:

   a. Fences located on a corner lot, in the street side yard area, shall have transparency voids of at least thirty-three percent (33%).

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 22, 2024 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Passage of a Bill approving an Intergovernmental Agreement with Mid-America Regional Council's Solid Waste Management District to participate in the 2025 Regional Household Hazardous Waste Collection Program in the amount of $68,409.07.

BACKGROUND/JUSTIFICATION

The Mid-America Regional Council's (MARC's) Solid Waste Management District provides regional household hazardous waste (HHW) collection for the Kansas City area. Except for the 2020 program year, Blue Springs has been a participating member since 1998. During that time, Blue Springs residents have recycled nearly 1.5 million pounds of household hazardous waste at mobile events and permanent collection facilities. Materials collected through the program include: antifreeze, batteries, oil, paint, pesticides, household cleaners, and other household chemicals and solvents.

Member communities pay a per capita rate per year allowing their residents to safely dispose of HHW at permanent facilities and attend mobile events at no charge. Through this program, Blue Springs will be eligible to host a mobile event in 2025. This event provides a conveniently located HHW drop-off site for residents. Residents are also encouraged to utilize permanent facilities in Kansas City and Lee's Summit throughout the year. The HHW program provides residents with a safe and legal way of disposing of HHW, which reduces costs and injuries related to fires and medical emergencies and illegal dumping clean-up costs. Documents attached for reference include a letter from MARC to participate in the 2025 HHW Program and HHW Fees per Capita from MARC.

FINANCIAL IMPACT

Contractor:	Mid-America Regional Council's Solid Waste Management District
Amount of Request/ Contract:	$ 68,409.07
Amount Budgeted:	$72,000
Budget Year:	FY 2024-2025
Funding Source/Account #:	100-12500-530900 Solid Waste
Account Balance:	$80,000 Date: 12/5/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2025	December 31, 2025
Years and Months Contract in effect	**Number of times renewable**
1 year	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Letter from MARC for the 2025 HHW Program
2. Bill with Intergovernmental Agreement attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***Lori Turner***
Legal: ***James Newell***	Assistant City Administrator: ***Dennis Dovel***

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:	☐	

Mid-America Regional Council
Solid Waste Management District

IT'S YOUR HOME. MAKE IT SAFE.

MARC Solid Waste Management District

Serving local governments in Cass, Clay, Jackson, Platte and Ray Counties and working cooperatively with Johnson, Leavenworth, Miami and Wyandotte Counties

Executive Board

Appointed:

Louis Cummings
City of Kansas City

Bob Huston
Cass County

Donna Koontz
Clay County

Vacant
Jackson County

Daniel Erickson
Platte County

Vacant
Ray County

Elected:

David Pavlich
City of Kearney

Doug Wylie, Chair
City of Parkville

Mike Jackson, Vice Chair
City of Independence

Chris Bussen
City of Lee's Summit

Mike Larson
City of Sugar Creek

Trent Salsbury
City of Raymore

Vacant
City of Blue Springs

Lauran Kurtz
City of Lake Lotawana

Ex Officio:

Dianna Bryant
Secretary/Treasurer

October 25, 2024

Re: 2025 Regional Household Hazardous Waste (HHW) Program

The Regional Household Hazardous Waste Collection Program provides residents the opportunity to safely dispose of household hazardous products that cannot be thrown away in the trash. The MARC Solid Waste Management District administers this program in partnership with the cities of Kansas City, Mo and Lee's Summit.

Membership in the program provides residents year-round access to permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collection events.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners, fluorescent bulbs, and other items such as nail polish, bug spray and oven cleaners.

The 2025 participation fee will remain at $1.13 per capita and will be applied to 2023 population estimates. A community cost list is attached to the agreement enclosed. The MARC Solid Waste Management District also supports the program with Plan Implementation funds.

If you are interested in providing this service to your residents in 2025, please sign and return the agreement by **Friday, December 20, 2024.** After both parties have signed the agreement, we will send you an invoice.

If you have any questions and/or would like a presentation to your city council or county commissioners, please contact Nadja Karpilow at (816) 701-8226.

We look forward to serving your community.

Sincerely,

Doug Wylie
Chair, MARC Solid Waste Management District

Introduced by Councilmember _____ BILL NO. 5279

ORDINANCE NO. ____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL FOR THE CITY'S PARTICIPATION IN THE 2025 REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

WHEREAS, the City of Blue Springs is a member of the Mid-America Regional Council (MARC) Solid Waste Management District; and

WHEREAS, the City began participating in the Regional Household Hazardous Waste Program for a three-month period beginning October 1, 1998, adopted by Resolution No. 55-98; and

WHEREAS, the City continued participating in the Regional Household Hazardous Waste Program annually beginning January 1, 1999, through December 31, 2019, with a pause in 2020 and participated again January 1, 2021, through December 31, 2024; and

WHEREAS, the City wishes to continue its participation in this hazardous waste program; and

WHEREAS, the City shall pay to the MARC Solid Waste Management District the sum of $68,409.07 to participate in the Regional Household Hazardous Waste Program for the 2025 calendar year.

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

Section 1. The City Administrator has the authority and is hereby authorized to renew its participation in the Regional Household Hazardous Waste Program and execute the agreement with the Mid-America Regional Council Solid Waste Management District for the sum of $68,409.07; a copy of said Agreement is attached hereto as Exhibit “A” and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 16th day of December 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

2025

Intergovernmental Agreement between the MARC Solid Waste Management District and Blue Springs, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statues of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Blue Springs, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II *Effective Date*

Blue Springs, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2025.**

III *Termination*

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars ($75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. Fees. **Blue Springs, Missouri** agrees to pay the sum of **$68,409.07** to participate in the 2025 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of $1.13 applied to 2023 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. Payment. The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2025. No pro ration of fees is applicable under this agreement.

C. Contact Person. The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. *Permanent Collection Facilities*. HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections*. Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII *Insurance*

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

_____ Date: _____

Doug Wylie, Chair

Participating Member:

_____ Date:_____

Christine Cates
Print Name

City Administrator
Print Title

Approved as to form

Jennifer Baird
Jennifer Baird, City Attorney

2025 Intragovernmental Agreement - **Attachment 1**		
2025 Regional HHW Program Fees	2023 Population	2025 Rate
Community	Estimates	$1.13 per capita
Archie	1,262	$1,426.06
Belton	25,534	$28,853.42
Blue Springs	60,539	$68,409.07
Buckner	2,877	$3,251.01
Claycomo Village	1,353	$1,528.89
Cleveland	639	$722.07
Dearbprm	502	$567.26
Drexel	811	$916.43
Edgerton	605	$683.65
Excelsior Springs	10,612	$11,991.56
Ferrelview	650	$734.50
Garden City	1,579	$1,784.27
Gladstone	27,329	$30,881.77
Glenaire	531	$600.03
Grain Valley	16,609	$18,768.17
Grandview	25,436	$28,742.68
Greenwood	6,123	$6,918.99
Hardin	559	$631.67
Harrisonville	9,852	$11,132.76
Independence	120,922	$136,641.86
Kearney	11,060	$12,497.80
Lake Lotawana	2,515	$2,841.95
Lake Tapawingo	777	$878.01
Lake Waukomis	931	$1,052.03
Lake Winnebago	1,715	$1,937.95
Lawson	2,526	$2,854.38
Liberty	30,794	$34,797.22
Loch Lloyd	975	$1,101.75
Lone Jack	1,744	$1,970.72
North Kansas City	5,534	$6,253.42
Oak Grove	8,795	$9,938.35
Orrick	740	$836.20
Parkville	8,859	$10,010.67
Peculiar	6,101	$6,894.13
Platte City	4,828	$5,455.64
Pleasant Hill	8,679	$9,807.27
Pleasant Valley	2,726	$3,080.38
Raymore	25,306	$28,595.78
Raytown	29,097	$32,879.61
Richmond	5,958	$6,732.54
Riverside	4,417	$4,991.21
Smithville	10,785	$12,187.05
Sugar Creek	3,204	$3,620.52
Weatherby Lake	2,111	$2,385.43
Weston	1,811	$2,046.43
Wood Heights	754	$852.02
Unincorporated Cass County	24,494	$27,678.22
Unincorporated Clay County	15,606	$17,634.78
Unincorporated Jackson Co.	23,682	$26,760.66
Unincorporated Platte County	30,209	$34,136.17
Unincorporated Ray County	11,194	$12,649.22
Population Source:		
https://www.marc.org/Data-Economy/Metrodataline/Population/Current-Population-Data		

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 13, 2024

SUBMITTED BY: Adam Hilgedick **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Passage of a Bill accepting temporary construction easements and permanent drainage easements from the abutting property owners for the Concrete Channel Replacement which runs parallel to NW 5th Street (behind current Hobby Lobby) between NW R. D. Mize Road to NW Vesper Street. 24-01-01 project.

BACKGROUND/JUSTIFICATION

The City had identified a need for maintenance of stormwater assets, specifically the concrete lined ditch which runs parallel to NW 5th Street (behind current Hobby Lobby) between NW R. D. Mize Road to NW Vesper Street. This ditch was near the end of its useful life and in need of multiple patches for a safety and functionality standpoint. Additionally, the alignment of the ditch included sharp curves which result in the depositing of sediment following rain events. Access to this is limited and creates a maintenance issue for City staff.

A funding source was identified through the American Rescue Plan Act (ARPA) and these grant funds were utilized to design improvements to the ditch. The project was advertised for construction and a recommendation for award was made.

Resolution 0026-2024 was approved by City Council for Genesis Environmental Solutions, Inc. to construct the Concrete Channel Replacement at NW R. D. Mize Road to NW Vesper Street, Project 24-01-01 on April 15, 2024. Passage of this Bill allows Genesis Environmental to proceed on the construction of the project using ARPA funding. The Notice to Proceed will be issued within ten days following acceptance of the easements and construction completed within 140 days (approximately May 6, 2025).

The acquisition of temporary construction easements and permanent drainage easements are required for construction of the improvements to the Concrete Channel Replacement-NW R.D. Mize RD to NW Vesper Street, 24-01-01 project. The project will modify the alignment of the curves and this involves obtaining easements from adjacent parcels. Additionally, temporary construction easements will provide access to the ditch during construction. The acquisition of easements was negotiated by Keller, Craig and Associates for the City ensuring that all laws and protocols were followed during the process. Easements are recorded with Jackson County after acceptance by City Council.

FINANCIAL IMPACT

Property Owners:	Line Item	Amount to be Paid
MOANL610, LLC	Temporary Construction Easement	$ 4,160.10
	Permanent Drainage Easement	$ 2,167.00
	Administrative Settlement	$ 5,672.90
	Total	$12,000.00
Property Management of KC, LLC	Temporary Construction Easement	Donation
321 Holdings	Temporary Construction Easement	$1,880.00
Ryan White	Temporary Construction Easement	$430.00
Bartlett J. & Linda V. Walsh	Temporary Construction Easement	Donation
Amount of Request/ Contract:	$14,310.00 – Total to be paid to the property owners	
Amount Budgeted:	$1,239,372.52	
Budget Year:	FY 2024-25	
Funding Source/Account #	115-00000-545110 Covid 19-ARPA PO# 24-1008 $12,000	
Account Balance	$0	Date: 12/11/2024
Additional Funds Needed:	$2,310	
Funding Source/Account:	115-00000-542100 Covid19-ARPA CIP-Buildings-City Facilities	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 17, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Easements attached as Exhibits 1-6.

REVIEWED BY:

Requesting Assistant Director: ***Adam Hilgedick***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	Assistant City Administrator: Dennis Dovel

Introduced by Councilmember _____ BILL NO. 5280

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT DRAINAGE EASEMENTS FROM THE ABUTTING PROPERTY OWNERS FOR CONCRETE CHANNEL REPLACEMENT WHICH RUNS PARALLEL TO NW 5TH STREET BETWEEN NW R.D. MIZE ROAD TO NW VESPER STREET, 24-01-01 PROJECT

WHEREAS, the City of Blue Springs is committed to ensuring acquisition of the temporary construction and permanent drainage easements for the Concrete Channel Replacement which runs parallel to NW 5th Street (behind current Hobby Lobby) between NW R. D. Mize Road to NW Vesper Street., 24-01-01 project is conducted in a professional and legal manor; and

WHEREAS, easements are required to facilitate the replacement of the concrete storm channel; and

WHEREAS, the City of Blue Springs acquired the easements, negotiated through the consultant Keller, Craig and Associates; and

WHEREAS, staff recommends the acceptance of the easements obtained from the following abutting property owners: MOANL610, LLC; Property Management of KC, LLC; 321 Holdings; Ryan White; and Bartlett J. and Linda V. Walsh; for said improvements for the Concrete Channel Replacement which runs parallel to NW 5th Street between NW R.D. Mize Road to NW Vesper Street, 24-01-01 project.

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

Section 1. The City Administrator is hereby authorized to make payment and accept the following easements from property owners abutting the Concrete Channel Replacement which runs parallel to NW 5th Street between NW R.D. Mize Road to NW Vesper Street, 24-01-01 project improvements as follows:

- MOANL610, LLC – Temporary Construction and Permanent Drainage Easements for the amount of $12,000.00 (Exhibits 1 and 2, respectively);
- Property Management of KC, LLC – Temporary Construction Easement as a donation (Exhibit 3);
- 321 Holdings - Temporary Construction Easement for the amount of $1,880.00 (Exhibit 4);
- Ryan White - Temporary Construction Easement for the amount of $430.00 (Exhibit 5);
- Bartlett J. & Linda V. Walsh – Temporary Construction Easement as a donation (Exhibit 6)

All Exhibits are attached hereto and incorporated herein.

Section 2. The City Administrator is authorized to take any and all actions necessary to accept the easements.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 16th day of December 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT 1

Title of Document: Temporary Construction Easement

Date of Document: NOVEMBER 8, 2024

Grantor: MOANL610, LLC

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING at the Northeast corner of said Northwest Quarter;
thence North 87 degrees 24 minutes 19 seconds West, on the North line of said Northwest Quarter, a distance of 639.91 feet to the Northeast corner of a tract of land described by Trustee's Deed Under Foreclosure, recorded as Instrument No. 2020E0111898;
thence South 02 degrees 21 minutes 24 seconds West, on the East line of said tract of land, a distance of 225.45 to the POINT OF BEGINNING;
thence continuing South 02 degrees 21 minutes 24 seconds West, on said East line, a distance of 7.69 feet to a point on the Northeasterly line of an existing 15.00 wide Drainage Easement, recorded in Book 2629, Page 856;
thence Northwesterly, on said Northeasterly easement line, on a non-tangent curve to the left having an initial tangent bearing of North 37 degrees 18 minutes 08 seconds West, a radius of 180.00 feet, through a central angle of 31 degrees 33 minutes 38 seconds, an arc distance of 99.15 feet to a point of reverse curvature;

thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the right having a radius of 85.00 feet, through a central angle of 21 degrees 05 minutes 47 seconds, an arc distance of 31.30 feet to a point of reverse curvature;
thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the left having a radius of 115.00 feet, through a central angle of 26 degrees 09 minutes 27 seconds, an arc distance of 52.50 feet to a point;
thence North 60 degrees 20 minutes 05 seconds West, departing said Northeasterly easement line a distance of 88.29 feet to a point on said Northeasterly easement line;
thence Northwesterly, on said Northeasterly easement line, on a non-tangent curve to the right having an initial tangent bearing of North 30 degrees 53 minutes 54 seconds West, a radius of 90.28 feet, through a central angle of 16 degrees 36 minutes 15 seconds, an arc distance of 26.16 feet to a point;
thence South 62 degrees 37 minutes 43 seconds East, departing said Northeasterly easement line, a distance of 57.76 feet to a point;
thence North 00 degrees 00 minutes 00 seconds East a distance of 70.03 feet to a point on the Southerly right-of-way line of NW R D Mize Road, as it's now established;
thence South 87 degrees 24 minutes 19 seconds East, on said Southerly right-of-way line, a distance of 15.00 feet to a point;
thence South 00 degrees 00 minutes 41 seconds East, departing said Southerly right-of-way line, a distance of 77.12 feet to a point;
thence South 62 degrees 37 minutes 43 seconds East a distance of 133.43 feet to a point;
thence South 38 degrees 56 minutes 44 seconds East a distance of 83.49 feet to the POINT OF BEGINNING, containing 5,943 square feet, or 0.1364 acres, more or less.
(As depicted on Exhibit "B", attached and incorporated herein)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 8TH day of NOVEMBER, 2024 by and between, MOANL610, LLC, a Kansas limited liability company, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, with NO CONSIDERATION to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING at the Northeast corner of said Northwest Quarter;
thence North 87 degrees 24 minutes 19 seconds West, on the North line of said Northwest Quarter, a distance of 639.91 feet to the Northeast corner of a tract of land described by Trustee's Deed Under Foreclosure, recorded as Instrument No. 2020E0111898;
thence South 02 degrees 21 minutes 24 seconds West, on the East line of said tract of land, a distance of 225.45 to the POINT OF BEGINNING;
thence continuing South 02 degrees 21 minutes 24 seconds West, on said East line, a distance of 7.69 feet to a point on the Northeasterly line of an existing 15.00 wide Drainage Easement, recorded in Book 2629, Page 856;
thence Northwesterly, on said Northeasterly easement line, on a non-tangent curve to the left having an initial tangent bearing of North 37 degrees 18 minutes 08 seconds West, a radius of 180.00 feet, through a central angle of 31 degrees 33 minutes 38 seconds, an arc distance of 99.15 feet to a point of reverse curvature;
thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the right having a radius of 85.00 feet, through a central angle of 21 degrees 05 minutes 47 seconds, an arc distance of 31.30 feet to a point of reverse curvature;
thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the left having a radius of 115.00 feet, through a central angle of 26 degrees 09 minutes 27 seconds, an arc distance of 52.50 feet to a point;
thence North 60 degrees 20 minutes 05 seconds West, departing said Northeasterly easement line a distance of 88.29 feet to a point on said Northeasterly easement line;
thence Northwesterly, on said Northeasterly easement line, on a non-tangent curve to the right having an initial tangent bearing of North 30 degrees 53 minutes 54 seconds West, a radius of

90.28 feet, through a central angle of 16 degrees 36 minutes 15 seconds, an arc distance of 26.16 feet to a point;
thence South 62 degrees 37 minutes 43 seconds East, departing said Northeasterly easement line, a distance of 57.76 feet to a point;

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of one (1) year from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: ~~MOANL610~~, LLC

Tracy P. Chelepis

TRACY P. CHELEPIS (Print Name) MANAGING MEMBER (Print Title)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF ~~MISSOURI~~) Kansas
COUNTY OF ~~JACKSON~~) Johnson

On this 8 day of Nov, 2024 appeared Tracy P Chelepis and _____, husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Janet I Forrest
Notary Public



My Commission Expires: 5/21/2024

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

TRACT NO.: 2
PARCEL ID NO.: 36-920-01-44-00-0-00-000
LOCATION: 610 NW R D Mize Rd in Blue Springs, Jackson County, MO
OWNERS NAME:MOANL610, LLC
SITUS AND MAILING ADDRESS: 8695 College Blvd, Suite 200
Overland Park, KS 66210

EXHIBIT "A"

File No.: 018-3369
Project Name: Concrete Channel Replacement – NW R D Mize Road to NW Vesper Street
Parcel ID No.: 36-920-01-44-00-0-00-000
Owner: Wells Fargo Bank NA
December 7, 2022

Temporary Construction Easement Description:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

COMMENCING at the Northeast corner of said Northwest Quarter;

thence North 87 degrees 24 minutes 19 seconds West, on the North line of said Northwest Quarter, a distance of 639.91 feet to the Northeast corner of a tract of land described by Trustee's Deed Under Foreclosure, recorded as Instrument No. 2020E0111898;

thence South 02 degrees 21 minutes 24 seconds West, on the East line of said tract of land, a distance of 225.45 to the POINT OF BEGINNING;

thence continuing South 02 degrees 21 minutes 24 seconds West, on said East line, a distance of 7.69 feet to a point on the Northeasterly line of an existing 15.00 wide Drainage Easement, recorded in Book 2629, Page 856;

thence Northwesterly, on said Northeasterly easement line, on a non-tangent curve to the left having an initial tangent bearing of North 37 degrees 18 minutes 08 seconds West, a radius of 180.00 feet, through a central angle of 31 degrees 33 minutes 38 seconds, an arc distance of 99.15 feet to a point of reverse curvature;

thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the right having a radius of 85.00 feet, through a central angle of 21 degrees 05 minutes 47 seconds, an arc distance of 31.30 feet to a point of reverse curvature;

thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the left having a radius of 115.00 feet, through a central angle of 26 degrees 09 minutes 27 seconds, an arc distance of 52.50 feet to a point;

thence North 60 degrees 20 minutes 05 seconds West, departing said Northeasterly easement line a distance of 88.29 feet to a point on said Northeasterly easement line;

thence Northwesterly, on said Northeasterly easement line, on a non-tangent curve to the right having an initial tangent bearing of North 30 degrees 53 minutes 54 seconds West, a radius of 90.28 feet, through a central angle of 16 degrees 36 minutes 15 seconds, an arc distance of 26.16 feet to a point;

thence South 62 degrees 37 minutes 43 seconds East, departing said Northeasterly easement line, a distance of 57.76 feet to a point;

thence North 00 degrees 00 minutes 00 seconds East a distance of 70.03 feet to a point on the Southerly right-of-way line of NW R D Mize Road, as it's now established;

thence South 87 degrees 24 minutes 19 seconds East, on said Southerly right-of-way line, a distance of 15.00 feet to a point;

thence South 00 degrees 00 minutes 41 seconds East, departing said Southerly right-of-way line, a distance of 77.12 feet to a point;

thence South 62 degrees 37 minutes 43 seconds East a distance of 133.43 feet to a point;

thence South 38 degrees 56 minutes 44 seconds East a distance of 83.49 feet to the POINT OF BEGINNING, containing 5,943 square feet, or 0.1364 acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein)



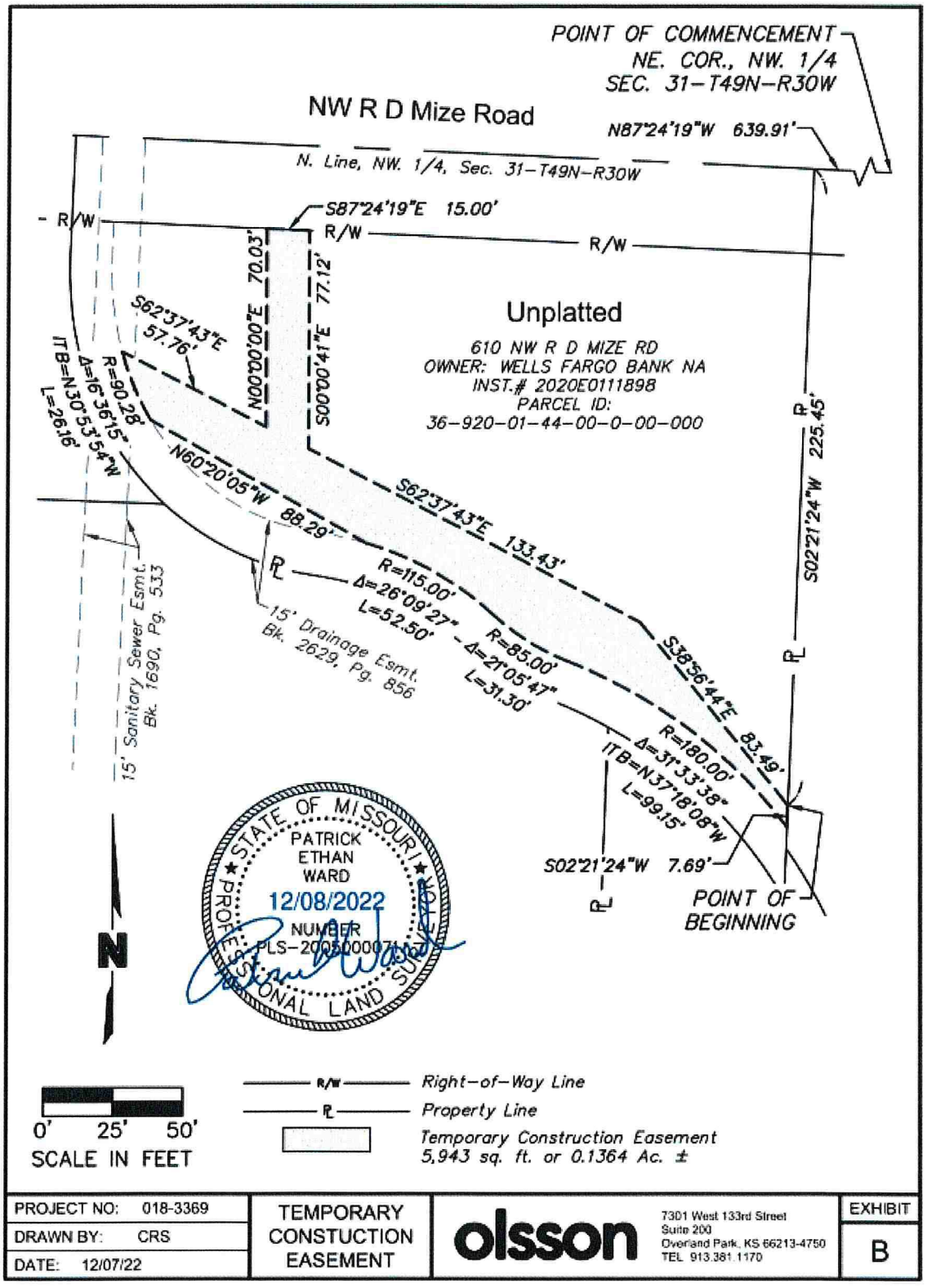

POINT OF COMMENCEMENT
NE. COR., NW. 1/4
SEC. 31-T49N-R30W
NW R D Mize Road
N87°24'19"W 639.91'
N. Line, NW. 1/4, Sec. 31-T49N-R30W
S87°24'19"E 15.00'
R/W
R/W
R/W
N00°00'00"E 70.03'
S00°00'41"E 77.12'
Unplatted
610 NW R D MIZE RD
OWNER: WELLS FARGO BANK NA
INST.# 2020E0111898
PARCEL ID:
36-920-01-44-00-0-00-000
S62°37'43"E 57.76'
ITB=N30°53'54"W
L=26.16'
Δ=16°36'15"
R=90.28'
N60°20'05"W 88.29'
S62°37'43"E 133.43'
R=115.00'
Δ=26°09'27"
L=52.50'
R=85.00'
Δ=21°05'47"
L=31.30'
S38°56'44"E 83.49'
R=180.00'
Δ=31°33'38"
ITB=N37°18'08"W
L=99.15'
S02°21'24"W 7.69'
S02°21'24"W 225.45'
15' Sanitary Sewer Esmt.
Bk. 1690, Pg. 533
15' Drainage Esmt.
Bk. 2629, Pg. 856
POINT OF
BEGINNING
STATE OF MISSOURI
PATRICK
ETHAN
WARD
12/08/2022
NUMBER
PLS-2005000711
PROFESSIONAL LAND SURVEYOR
N
0' 25' 50'
SCALE IN FEET
R/W Right-of-Way Line
PL Property Line
Temporary Construction Easement
5,943 sq. ft. or 0.1364 Ac. ±
PROJECT NO: 018-3369
DRAWN BY: CRS
DATE: 12/07/22
TEMPORARY
CONSTUCTION
EASEMENT
olsson
7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
EXHIBIT
B

EXHIBIT 2

Title of Document: Permanent Drainage Easement

Date of Document: NOVEMBER 8, 2024

Grantor: MOANL610, LLC

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **PERMANENT DRAINAGE EASEMENT:**

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

COMMENCING at the Northeast corner of said Northwest Quarter;
thence North 87 degrees 24 minutes 19 seconds West, on the North line of said Northwest Quarter, a distance of 639.91 feet to the Northeast corner of a tract of land described by Trustee's Deed Under Foreclosure, recorded as Instrument No. 2020E0111898;
thence South 02 degrees 21 minutes 24 seconds West, on the East line of said tract of land, a distance of 233.14 feet to a point on the Northeasterly line of an existing 15.00 wide Drainage Easement, recorded in Book 2629, Page 856;
thence Northwesterly, on said Northeasterly easement line, on a non-tangent curve to the left having an initial tangent bearing of North 37 degrees 18 minutes 08 seconds West, a radius of 180.00 feet, through a central angle of 31 degrees 33 minutes 38 seconds, an arc distance of 99.15 feet to a point of reverse curvature;

thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the right having a radius of 85.00 feet, through a central angle of 21 degrees 05 minutes 47 seconds, an arc distance of 31.30 feet to a point of reverse curvature;
thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the left having a radius of 115.00 feet, through a central angle of 26 degrees 09 minutes 27 seconds, an arc distance of 52.50 feet to the POINT OF BEGINNING;
thence Westerly, continuing on said Northeasterly easement line, on a curve to the left having a radius of 115.00 feet, through a central angle of 08 degrees 02 minutes 32 seconds, an arc distance of 16.14 feet to a point of reverse curvature;
thence Northwesterly, on a curve to the right having a radius of 85.00 feet, through a central angle of 50 degrees 55 minutes 13 seconds, an arc distance of 75.54 feet to a point;

thence South 60 degrees 20 minutes 05 seconds East, departing said Northeasterly easement line, a distance of 88.29 feet to a point to the POINT OF BEGINNING, containing 619 square feet, or 0.0142 acres, more or less.
(As depicted on Exhibit "B", attached and incorporated herein)

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT made this 8TH day of NOVEMBER, 2024 by and between, MOANL610, LLC, a Kansas limited liability company. Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described permanent drainage easement in real estate in the County of Jackson, State of Missouri, to wit:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

See attached Exhibit.

COMMENCING at the Northeast corner of said Northwest Quarter;

thence North 87 degrees 24 minutes 19 seconds West, on the North line of said Northwest Quarter, a distance of 639.91 feet to the Northeast corner of a tract of land described by Trustee's Deed Under Foreclosure, recorded as Instrument No. 2020E0111898;
thence South 02 degrees 21 minutes 24 seconds West, on the East line of said tract of land, a distance of 233.14 feet to a point on the Northeasterly line of an existing 15.00 wide Drainage Easement, recorded in Book 2629, Page 856;
thence Northwesterly, on said Northeasterly easement line, on a non-tangent curve to the left having an initial tangent bearing of North 37 degrees 18 minutes 08 seconds West, a radius of 180.00 feet, through a central angle of 31 degrees 33 minutes 38 seconds, an arc distance of 99.15 feet to a point of reverse curvature;
thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the right having a radius of 85.00 feet, through a central angle of 21 degrees 05 minutes 47 seconds, an arc distance of 31.30 feet to a point of reverse curvature;
thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the left having a radius of 115.00 feet, through a central angle of 26 degrees 09 minutes 27 seconds, an arc distance of 52.50 feet to the POINT OF BEGINNING;
thence Westerly, continuing on said Northeasterly easement line, on a curve to the left having a radius of 115.00 feet, through a central angle of 08 degrees 02 minutes 32 seconds, an arc distance of 16.14 feet to a point of reverse curvature;
thence Northwesterly, on a curve to the right having a radius of 85.00 feet, through a central angle of 50 degrees 55 minutes 13 seconds, an arc distance of 75.54 feet to a point;
thence South 60 degrees 20 minutes 05 seconds East, departing said Northeasterly easement line, a distance of 88.29 feet to a point to the POINT OF BEGINNING, containing 619 square feet, or 0.0142 acres, more or less.
(As depicted on Exhibit "B", attached and incorporated herein)

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which permanent drainage easement is herein conveyed and that they have good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its permanent drainage easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said permanent drainage easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: MOANL610, LLC

(Signature)

TRACY P. CHELEPIS MANAGING MEMBER
(Print Name) (Title)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF ~~MISSOURI~~) Kansas
COUNTY OF ~~JACKSON~~) Johnson

On this 8 day of Nov, 2024, appeared ~~TRACY P. CHELEPIS~~, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: 5/21/2024

STATE OF KANSAS NOTARY PUBLIC
JANET I. FORREST
My Appointment Expires 5/21/2024

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

TRACT NO.: _2__
PARCEL ID NO.: 36-920-01-44-00-0-00-000
OWNERS NAME :MOANL610, LLC
MAILING ADDRESS: 8698 College Blvd, Ste 200, Overland Park, KS 66210

EXHIBIT "A"

File No.: 018-3369
Project Name: Concrete Channel Replacement – NW R D Mize Road to NW Vesper Street
Parcel ID No.: 36-920-01-44-00-0-00-000
Owner: Wells Fargo Bank NA
December 7, 2022

Permanent Drainage Easement Description:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

COMMENCING at the Northeast corner of said Northwest Quarter;

thence North 87 degrees 24 minutes 19 seconds West, on the North line of said Northwest Quarter, a distance of 639.91 feet to the Northeast corner of a tract of land described by Trustee's Deed Under Foreclosure, recorded as Instrument No. 2020E0111898;

thence South 02 degrees 21 minutes 24 seconds West, on the East line of said tract of land, a distance of 233.14 feet to a point on the Northeasterly line of an existing 15.00 wide Drainage Easement, recorded in Book 2629, Page 856;

thence Northwesterly, on said Northeasterly easement line, on a non-tangent curve to the left having an initial tangent bearing of North 37 degrees 18 minutes 08 seconds West, a radius of 180.00 feet, through a central angle of 31 degrees 33 minutes 38 seconds, an arc distance of 99.15 feet to a point of reverse curvature;

thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the right having a radius of 85.00 feet, through a central angle of 21 degrees 05 minutes 47 seconds, an arc distance of 31.30 feet to a point of reverse curvature;

thence Northwesterly, continuing on said Northeasterly easement line, on a curve to the left having a radius of 115.00 feet, through a central angle of 26 degrees 09 minutes 27 seconds, an arc distance of 52.50 feet to the POINT OF BEGINNING;

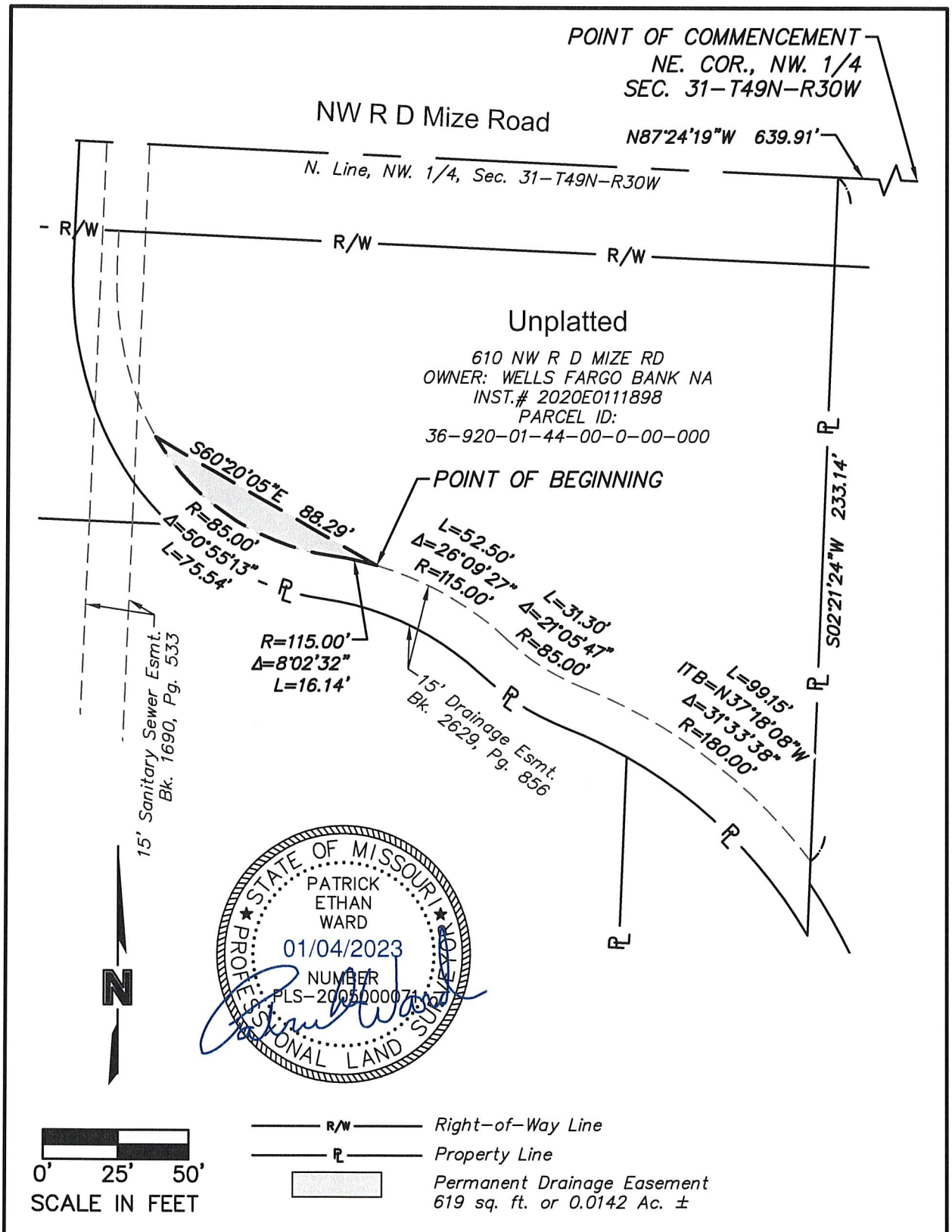
thence Westerly, continuing on said Northeasterly easement line, on a curve to the left having a radius of 115.00 feet, through a central angle of 08 degrees 02 minutes 32 seconds, an arc distance of 16.14 feet to a point of reverse curvature;

thence Northwesterly, on a curve to the right having a radius of 85.00 feet, through a central angle of 50 degrees 55 minutes 13 seconds, an arc distance of 75.54 feet to a point;

thence South 60 degrees 20 minutes 05 seconds East, departing said Northeasterly easement line, a distance of 88.29 feet to a point to the POINT OF BEGINNING, containing 619 square feet, or 0.0142 acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein)





PROJECT NO: 018-3369 DRAWN BY: CRS DATE: 12/07/22	PERMANENT DRAINAGE EASEMENT	olsson	7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170	EXHIBIT B

EXHIBIT 3

Title of Document: Temporary Construction Easement

Date of Document: September 13, 2024

Grantor: Property Management of KC, LLC

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

All that part of Lot 9, The Springs Third Plat, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING at the Southwest corner of said Lot 9;
thence North 80 degrees 51 minutes 26 seconds East, on the South line of said Lot 9, a distance of 7.64 feet to a point on the East line of a 7.50 foot wide Utility Easement as shown on said plat and the POINT OF BEGINNING;
thence North 01 degree 57 minutes 33 seconds East, on said East easement line, a distance of 118.08 feet to a point on the North line of said Lot 9;
thence North 87 degrees 58 minutes 52 seconds East, on said North line, a distance of 9.98 feet to a point;
thence South 01 degree 54 minutes 09 seconds West, departing said North line a distance of 116.80 feet to a point on the South line of said Lot 9;

thence South 80 degrees 51 minutes 26 seconds West, on said South line, a distance of 10.26 feet to the POINT OF BEGINNING, containing 1,176 square feet, or 0.0270 acres, more or less. (As depicted on Exhibit "B", attached and incorporated herein)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 13th day of September, 2024 by and between, Property Management of KC, LLC a Missouri limited liability company, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, with NO CONSIDERATION to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

All that part of Lot 9, The Springs Third Plat, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING at the Southwest corner of said Lot 9;
thence North 80 degrees 51 minutes 26 seconds East, on the South line of said Lot 9, a distance of 7.64 feet to a point on the East line of a 7.50 foot wide Utility Easement as shown on said plat and the POINT OF BEGINNING;
thence North 01 degree 57 minutes 33 seconds East, on said East easement line, a distance of 118.08 feet to a point on the North line of said Lot 9;
thence North 87 degrees 58 minutes 52 seconds East, on said North line, a distance of 9.98 feet to a point;
thence South 01 degree 54 minutes 09 seconds West, departing said North line a distance of 116.80 feet to a point on the South line of said Lot 9;
thence South 80 degrees 51 minutes 26 seconds West, on said South line, a distance of 10.26 feet to the POINT OF BEGINNING, containing 1,176 square feet, or 0.0270 acres, more or less.
(As depicted on Exhibit "B", attached and incorporated herein)

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: PROPERTY MANAGEMENT OF KC, LLC

_____

Josh Smith — Owner

(Print Name) (Print Title)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 13th day of September, 2024, appeared Josh Smith, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron

Notary Public

My Commission Expires: 2/7/26

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

GRANTEE: CITY OF BLUE SPRINGS

_____

Christine Cates
City Administrator, City of Blue Springs

TRACT NO.:3
PARCEL ID NO.: 36-920-01-52-00-0-00-000
LOCATION: 505 NW 5th Street in Blue Springs, Jackson County, MO
OWNERS NAME: Property Management of KC, LLC
SITUS ADDRESS: 505 NW 5th Street, Blue Springs, MO 64015
MAILING ADDRESS: 509 NW 5th Street, Blue Springs, MO 64015

EXHIBIT "A"

File No.: 018-3369
Project Name: Concrete Channel Replacement – NW R D Mize Road to NW Vesper Street
Parcel ID No.: 36-920-01-52-00-0-00-000
Owner: ~~5th Street Investors, LLC~~ Property Management of KC, LLC
December 7, 2022

Temporary Construction Easement Description:

All that part of Lot 9, The Springs Third Plat, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

COMMENCING at the Southwest corner of said Lot 9;

thence North 80 degrees 51 minutes 26 seconds East, on the South line of said Lot 9, a distance of 7.64 feet to a point on the East line of a 7.50 foot wide Utility Easement as shown on said plat and the POINT OF BEGINNING;

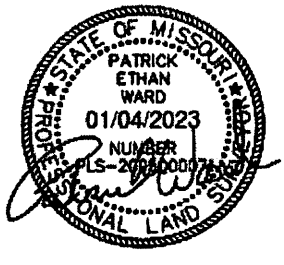
thence North 01 degree 57 minutes 33 seconds East, on said East easement line, a distance of 118.08 feet to a point on the North line of said Lot 9;

thence North 87 degrees 58 minutes 52 seconds East, on said North line, a distance of 9.98 feet to a point;

thence South 01 degree 54 minutes 09 seconds West, departing said North line a distance of 116.80 feet to a point on the South line of said Lot 9;

thence South 80 degrees 51 minutes 26 seconds West, on said South line, a distance of 10.26 feet to the POINT OF BEGINNING, containing 1,176 square feet, or 0.0270 acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein)



Sheet 1 of 1

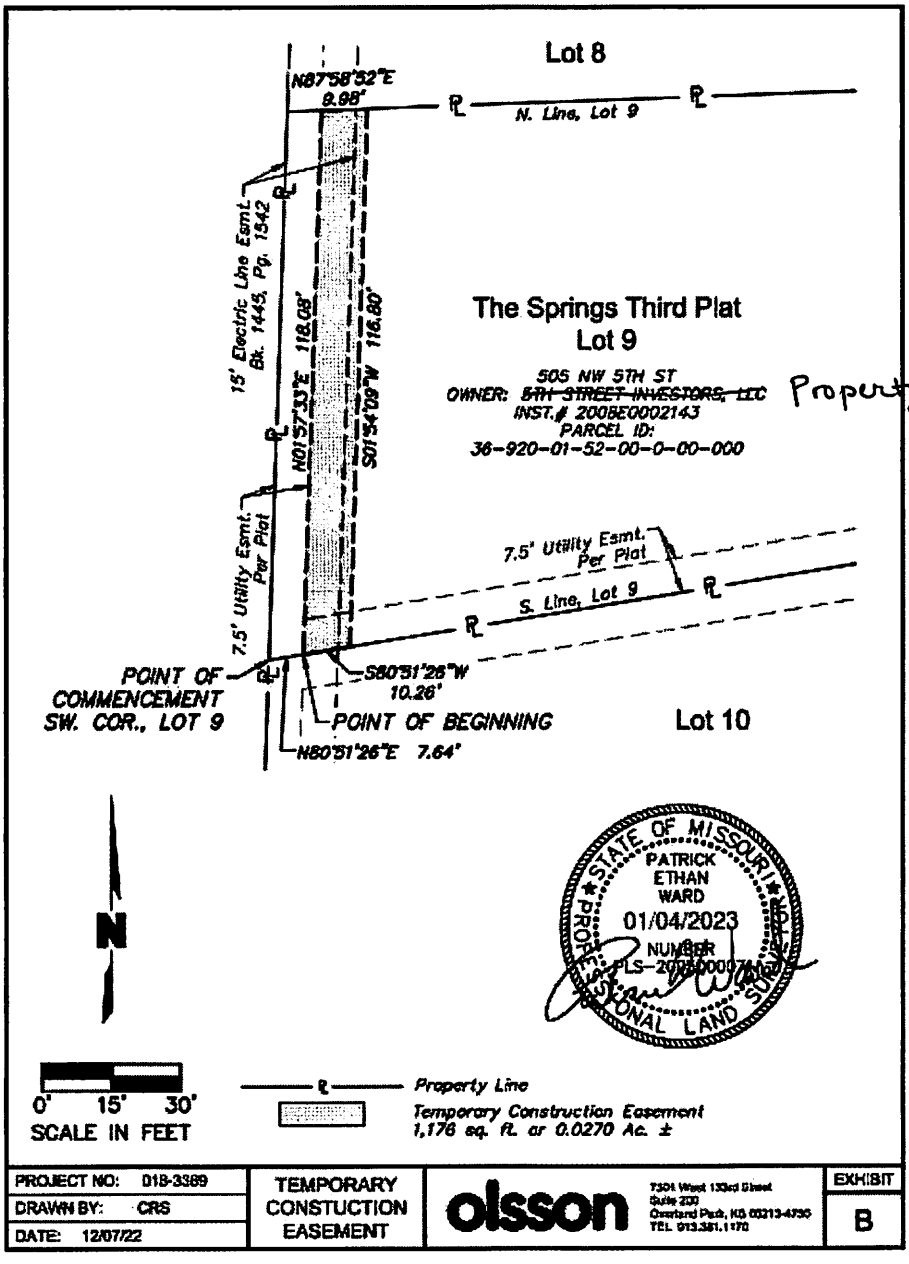

Lot 8
N87°58'32"E
9.98'
N. Line, Lot 9
15' Electric Line Esmt.
Bk. 1445, Pg. 1542
N01°57'33"E 118.08'
S01°54'09"W 116.80'
The Springs Third Plat
Lot 9
505 NW 5TH ST
OWNER: 5TH STREET INVESTORS, LLC
INST.# 2008E0002143
PARCEL ID:
36-920-01-52-00-0-00-000
Property Management of KC, LLC
7.5' Utility Esmt. Per Plat
7.5' Utility Esmt. Per Plat
S. Line, Lot 9
POINT OF COMMENCEMENT SW. COR., LOT 9
S80°31'26"W 10.26'
POINT OF BEGINNING
Lot 10
N80°31'26"E 7.64'
N
STATE OF MISSOURI
PATRICK ETHAN WARD
01/04/2023
NUMBER
PROFESSIONAL LAND SURVEYOR
0' 15' 30'
SCALE IN FEET
Property Line
Temporary Construction Easement
1,176 sq. ft. or 0.0270 Ac. ±
PROJECT NO: 018-3389
DRAWN BY: CRS
DATE: 12/07/22
TEMPORARY CONSTUCTION EASEMENT
olsson
7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
EXHIBIT
B

EXHIBIT 4

Title of Document: Temporary Construction Easement

Date of Document: September 16 2024

Grantor: 321 Holdings, LLC

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

All that part of Lot 3, The Springs, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING at the Northeast corner of said Lot 3;
thence South 02 degrees 15 minutes 11 seconds West, on the East line of said Lot 3, a distance of 22.78 feet to a point on the Southwesterly line of a 20.00 foot wide Drainage Easement as shown on said plat and the POINT OF BEGINNING;
thence South 02 degrees 15 minutes 11 seconds West, departing said Southwesterly easement line and continuing on said East line, a distance of 9.64 feet to a point;
thence North 66 degrees 05 minutes 15 seconds West, departing said East line, a distance of 96.84 feet to a point;
thence North 00 degrees 57 minutes 24 seconds West a distance of 22.00 feet to a point;
thence North 86 degrees 22 minutes 16 seconds West a distance of 36.97 feet to a point;
thence North 63 degrees 04 minutes 11 seconds West a distance of 104.33 feet to a point on the West line of said Lot 3;
thence North 02 degrees 15 minutes 11 seconds East, on said West line, a distance of 2.99 feet to the Northwest corner of said Lot 3;

thence South 87 degrees 44 minutes 49 seconds East, on the North line of said Lot 3, a distance of 33.76 feet to a point on the Southwesterly line of said 20.00 foot wide Drainage Easement;
thence Southeasterly, departing said North line and on said Southwesterly easement line, on a non-tangent curve to the left having an initial tangent bearing of South 37 degrees 12 minutes 26 seconds East, a radius of 120.00 feet, through a central angle of 44 degrees 45 minutes 32 seconds, an arc distance of 93.74 feet to a point of reverse curvature;
thence Southeasterly, on a curve to the right a radius of 80.00 feet, through a central angle of 34 degrees 11 minutes 59 seconds, an arc distance of 47.75 feet to a point of reverse curvature;
thence Southeasterly, on a curve to the left having a radius of 120.00 feet, through a central angle of 21 degrees 05 minutes 47 seconds, an arc distance of 44.18 feet to a point of reverse curvature;
thence Southeasterly, on a curve to the right having a radius of 145.00 feet, through a central angle of 11 degrees 48 minutes 04 seconds, an arc distance of 29.87 feet to the POINT OF BEGINNING, containing 2,342 square feet, or 0.0538 acres, more or less.
(As depicted on Exhibit "B", attached and incorporated herein)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 16th day of September, 2024 by and between, 321 Holdings, LLC, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, with NO CONSIDERATION to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

All that part of Lot 3, The Springs, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING at the Northeast corner of said Lot 3;
thence South 02 degrees 15 minutes 11 seconds West, on the East line of said Lot 3, a distance of 22.78 feet to a point on the Southwesterly line of a 20.00 foot wide Drainage Easement as shown on said plat and the POINT OF BEGINNING;
thence South 02 degrees 15 minutes 11 seconds West, departing said Southwesterly easement line and continuing on said East line, a distance of 9.64 feet to a point;
thence North 66 degrees 05 minutes 15 seconds West, departing said East line, a distance of 96.84 feet to a point;
thence North 00 degrees 57 minutes 24 seconds West a distance of 22.00 feet to a point;
thence North 86 degrees 22 minutes 16 seconds West a distance of 36.97 feet to a point;
thence North 63 degrees 04 minutes 11 seconds West a distance of 104.33 feet to a point on the West line of said Lot 3;
thence North 02 degrees 15 minutes 11 seconds East, on said West line, a distance of 2.99 feet to the Northwest corner of said Lot 3;
thence South 87 degrees 44 minutes 49 seconds East, on the North line of said Lot 3, a distance of 33.76 feet to a point on the Southwesterly line of said 20.00 foot wide Drainage Easement;
thence Southeasterly, departing said North line and on said Southwesterly easement line, on a non-tangent curve to the left having an initial tangent bearing of South 37 degrees 12 minutes 26 seconds East, a radius of 120.00 feet, through a central angle of 44 degrees 45 minutes 32 seconds, an arc distance of 93.74 feet to a point of reverse curvature;
thence Southeasterly, on a curve to the right a radius of 80.00 feet, through a central angle of 34 degrees 11 minutes 59 seconds, an arc distance of 47.75 feet to a point of reverse curvature;

thence Southeasterly, on a curve to the left having a radius of 120.00 feet, through a central angle of 21 degrees 05 minutes 47 seconds, an arc distance of 44.18 feet to a point of reverse curvature;
thence Southeasterly, on a curve to the right having a radius of 145.00 feet, through a central angle of 11 degrees 48 minutes 04 seconds, an arc distance of 29.87 feet to the POINT OF BEGINNING, containing 2,342 square feet, or 0.0538 acres, more or less.
(As depicted on Exhibit "B", attached and incorporated herein)

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of one (1) year from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: 321 Holdings, LLC

EDWARD COLLINS
(Print Name)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 16th day of September, 2024, appeared Edward Collins, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/26

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

TRACT NO.: 5
PARCEL ID NO.: 36-920-01-40-01-1-00-000
LOCATION:520 NW 7 Highway, Blue Springs, MO
OWNERS NAME: 321 Holdings, LLC
MAILING ADDRESS: 1006 S Lennox Dr.
Olathe, KS 66062

EXHIBIT "A"

File No.: 018-3369
Project Name: Concrete Channel Replacement – NW R D Mize Road to NW Vesper Street
Parcel ID No.: 36-920-01-40-01-1-00-000
Owner: 321 Holdings LLC
December 7, 2022

Temporary Construction Easement Description:

All that part of Lot 3, The Springs, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

COMMENCING at the Northeast corner of said Lot 3;

thence South 02 degrees 15 minutes 11 seconds West, on the East line of said Lot 3, a distance of 22.78 feet to a point on the Southwesterly line of a 20.00 foot wide Drainage Easement as shown on said plat and the POINT OF BEGINNING;

thence South 02 degrees 15 minutes 11 seconds West, departing said Southwesterly easement line and continuing on said East line, a distance of 9.64 feet to a point;

thence North 66 degrees 05 minutes 15 seconds West, departing said East line, a distance of 96.84 feet to a point;

thence North 00 degrees 57 minutes 24 seconds West a distance of 22.00 feet to a point;

thence North 86 degrees 22 minutes 16 seconds West a distance of 36.97 feet to a point;

thence North 63 degrees 04 minutes 11 seconds West a distance of 104.33 feet to a point on the West line of said Lot 3;

thence North 02 degrees 15 minutes 11 seconds East, on said West line, a distance of 2.99 feet to the Northwest corner of said Lot 3;

thence South 87 degrees 44 minutes 49 seconds East, on the North line of said Lot 3, a distance of 33.76 feet to a point on the Southwesterly line of said 20.00 foot wide Drainage Easement;

thence Southeasterly, departing said North line and on said Southwesterly easement line, on a non-tangent curve to the left having an initial tangent bearing of South 37 degrees 12 minutes 26 seconds East, a radius of 120.00 feet, through a central angle of 44 degrees 45 minutes 32 seconds, an arc distance of 93.74 feet to a point of reverse curvature;

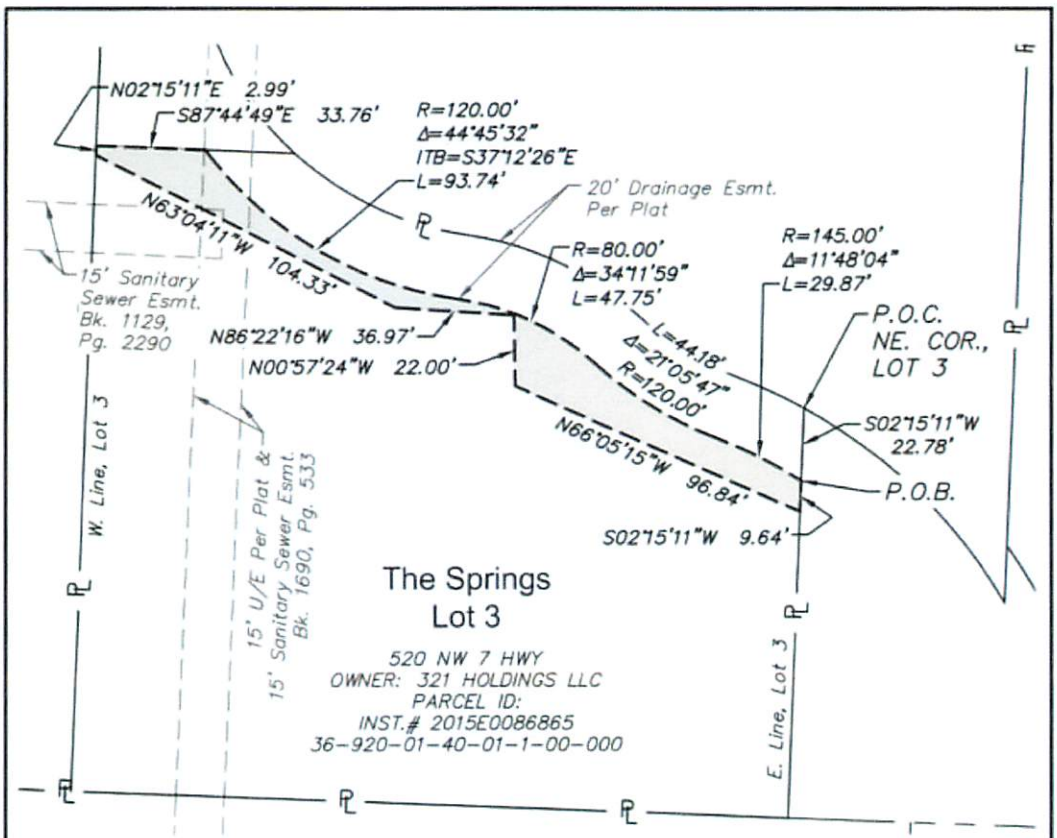
thence Southeasterly, on a curve to the right a radius of 80.00 feet, through a central angle of 34 degrees 11 minutes 59 seconds, an arc distance of 47.75 feet to a point of reverse curvature;

thence Southeasterly, on a curve to the left having a radius of 120.00 feet, through a central angle of 21 degrees 05 minutes 47 seconds, an arc distance of 44.18 feet to a point of reverse curvature;

thence Southeasterly, on a curve to the right having a radius of 145.00 feet, through a central angle of 11 degrees 48 minutes 04 seconds, an arc distance of 29.87 feet to the POINT OF BEGINNING, containing 2,342 square feet, or 0.0538 acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein)





STATE OF MISSOURI
PATRICK
ETHAN
WARD
01/04/2023
NUMBER
PLS-2005000710
PROFESSIONAL LAND SURVEYOR

PROJECT NO: 018-3369 DRAWN BY: CRS DATE: 12/07/22	TEMPORARY CONSTUCTION EASEMENT	olsson 7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170	EXHIBIT B

EXHIBIT 5

Title of Document: Temporary Construction Easement

Date of Document: September 4, 2024

Grantor: Ryan White

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

All that part of Lot 73, Highland Meadows, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING at the Northwest corner of said Lot 73;
thence South 87 degrees 40 minutes 55 seconds East, on the North line of said Lot 73, a distance of 30.00 feet to a point on the East line of a Drainage Easement recorded in Book 1974, Page 1752, and the POINT OF BEGINNING; thence continuing South 87 degrees 40 minutes 55 seconds East, departing said East easement line and on the North line of said Lot 73, a distance of 15.00 feet to a point; thence South 01 degree 52 minutes 33 seconds West a distance of 64.15 feet to a point on the Northeasterly line of said Drainage Easement;
thence North 40 degrees 14 minutes 32 seconds West, on said Northeasterly line, a distance of 22.60 feet;
thence North 02 degrees 04 minutes 07 seconds East, on the East line of said Drainage Easement, a distance of 47.50 feet to the POINT OF BEGINNING, containing 842 square feet, or 0.0193 acres, more or less.
(As depicted on Exhibit "B", attached and incorporated herein)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 4 day of September, 2024 by and between, Ryan White, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, with NO CONSIDERATION to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

All that part of Lot 73, Highland Meadows, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 73, Highland Meadows, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:
COMMENCING at the Northwest corner of said Lot 73;
thence South 87 degrees 40 minutes 55 seconds East, on the North line of said Lot 73, a distance of 30.00 feet to a point on the East line of a Drainage Easement recorded in Book 1974, Page 1752, and the POINT OF BEGINNING;
thence continuing South 87 degrees 40 minutes 55 seconds East, departing said East easement line and on the North line of said Lot 73, a distance of 15.00 feet to a point;
thence South 01 degree 52 minutes 33 seconds West a distance of 64.15 feet to a point on the Northeasterly line of said Drainage Easement;
thence North 40 degrees 14 minutes 32 seconds West, on said Northeasterly line, a distance of 22.60 feet;
thence North 02 degrees 04 minutes 07 seconds East, on the East line of said Drainage Easement, a distance of 47.50 feet to the POINT OF BEGINNING, containing 842 square feet, or 0.0193 acres, more or less.
(As depicted on Exhibit "B", attached and incorporated herein)

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: RYAN WHITE

Ryan White

Ryan White
(Print Name)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF ~~MISSOURI~~ KANSAS)
COUNTY OF ~~JACKSON~~ SOMSON)

On this 4 day of ~~September~~ 2024, appeared Ryan K. White, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: 10/29/2024

NOTARY PUBLIC - - State of Kansas
LUKE T. WADE
My Appt. Exp. 10/29/2024

GRANTEE: CITY OF BLUE SPRINGS

_____
Christine Cates
City Administrator, City of Blue Springs

TRACT NO.: 1
PARCEL ID NO.: 36-430-12-13-00-0-00-000
LOCATION: 701 NW 6th Street, Blue Springs, MO
OWNERS NAME: Ryan White
MAILING ADDRESS: 505 Fairway Rd
Belton, MO 64012

EXHIBIT "A"

File No.: 018-3369
Project Name: Concrete Channel Replacement – NW R D Mize Road to NW Vesper Street
Parcel ID No.: 36-430-12-13-00-0-00-000
Owner: Ryan White
December 7, 2022

Temporary Construction Easement Description:

All that part of Lot 73, Highland Meadows, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

COMMENCING at the Northwest corner of said Lot 73;

thence South 87 degrees 40 minutes 55 seconds East, on the North line of said Lot 73, a distance of 30.00 feet to a point on the East line of a Drainage Easement recorded in Book 1974, Page 1752, and the POINT OF BEGINNING;

thence continuing South 87 degrees 40 minutes 55 seconds East, departing said East easement line and on the North line of said Lot 73, a distance of 15.00 feet to a point;

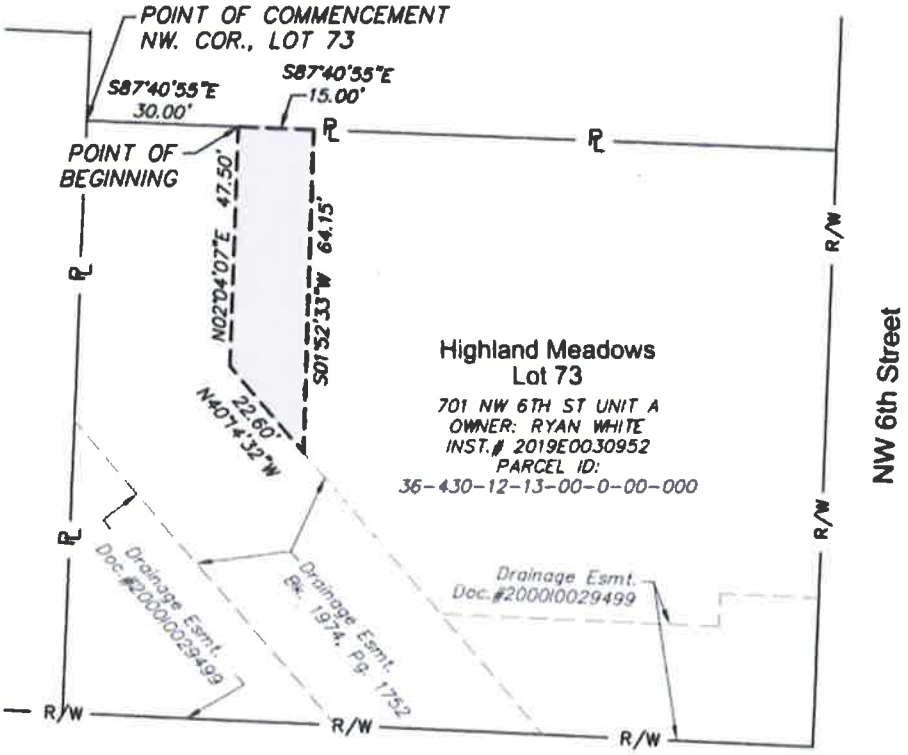
thence South 01 degree 52 minutes 33 seconds West a distance of 64.15 feet to a point on the Northeasterly line of said Drainage Easement;

thence North 40 degrees 14 minutes 32 seconds West, on said Northeasterly line, a distance of 22.60 feet;

thence North 02 degrees 04 minutes 07 seconds East, on the East line of said Drainage Easement, a distance of 47.50 feet to the POINT OF BEGINNING, containing 842 square feet, or 0.0193 acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein)











R/W — Right-of-Way Line

℄ — Property Line

Temporary Construction Easement
842 sq. ft. or 0.0193 Ac. ±

PROJECT NO: 018-3389 DRAWN BY: CRS DATE: 12/07/22	TEMPORARY CONSTUCTION EASEMENT	olsson 7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170	EXHIBIT B

EXHIBIT 6

Title of Document: Temporary Construction Easement

Date of Document: September 13, 2024

Grantor: Bartlett J and Linda V. Walsh

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

All that part of Lot 10, The Springs Third Plat, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

See attached Exhibits.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING at the Northwest corner of said Lot 10;
thence North 80 degrees 51 minutes 26 seconds East, on the North line of said Lot 10, a distance of 7.64 feet to a point on the East line of a 7.50 foot wide Utility Easement as shown on said plat and the POINT OF BEGINNING; thence continuing North 80 degrees 51 minutes 26 seconds East, departing said East easement line and on the North line of said Lot 10, a distance of 10.26 feet to a point; thence South 02 degrees 00 minutes 14 seconds West, departing said North line a distance of 86.93 feet to a point on the South line of said Lot 10; thence South 84 degrees 16 minutes 16 seconds West, on said South line, a distance of 10.09 feet to a point on the East line of said 7.50 foot wide Utility Easement; thence North 01 degree 57 minutes 33 seconds, on said East easement line, a distance of 86.30 feet to the POINT OF BEGINNING, containing 869 square feet, or 0.0199 acres, more or less.
(As depicted on the Exhibit "B", attached and incorporated herein)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 13th day of September, 2024 by and between, Bartlett J. Walsh and Linda V. Walsh, husband and wife, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, with NO CONSIDERATION to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 10, The Springs Third Plat, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

See attached Exhibit.

COMMENCING at the Northwest corner of said Lot 10;
thence North 80 degrees 51 minutes 26 seconds East, on the North line of said Lot 10, a distance of 7.64 feet to a point on the East line of a 7.50 foot wide Utility Easement as shown on said plat and the POINT OF BEGINNING; thence continuing North 80 degrees 51 minutes 26 seconds East, departing said East easement line and on the North line of said Lot 10, a distance of 10.26 feet to a point; thence South 02 degrees 00 minutes 14 seconds West, departing said North line a distance of 86.93 feet to a point on the South line of said Lot 10; thence South 84 degrees 16 minutes 16 seconds West, on said South line, a distance of 10.09 feet to a point on the East line of said 7.50 foot wide Utility Easement; thence North 01 degree 57 minutes 33 seconds, on said East easement line, a distance of 86.30 feet to the POINT OF BEGINNING, containing 869 square feet, or 0.0199 acres, more or less.
(See Attached Exhibit "B", attached herein)

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: Bartlett J. Walsh and Linda V. Walsh

Bartlett J. Walsh

Bartlett J. Walsh
(Print Name)

Linda V. Walsh

Linda V Walsh
(Print Name)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 13th day of September, 2024 appeared Bartlett Walsh and Linda Walsh, husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/26

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

GRANTEE: CITY OF BLUE SPRINGS

_____

Christine Cates
City Administrator, City of Blue Springs

TRACT NO.: 4
PARCEL ID NO.: 36-920-01-51-00-0-00-000
LOCATION: 501 NW 5th Street, Blue Springs, Jackson County, MO
OWNERS NAME: Bartlett J. Walsh and Linda V. Walsh
SITUS AND MAILING ADDRESS: 3009 S Owens School Rd
Independence, MO 64057

EXHIBIT "A"

File No.: 018-3369
Project Name: Concrete Channel Replacement – NW R D Mize Road to NW Vesper Street
Parcel ID No.: 36-920-01-51-00-0-00-000
Owner: Bartlett J. and Linda V. Walsh
December 7, 2022

Temporary Construction Easement Description:

All that part of Lot 10, The Springs Third Plat, a platted subdivision in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

COMMENCING at the Northwest corner of said Lot 10;

thence North 80 degrees 51 minutes 26 seconds East, on the North line of said Lot 10, a distance of 7.64 feet to a point on the East line of a 7.50 foot wide Utility Easement as shown on said plat and the POINT OF BEGINNING;

thence continuing North 80 degrees 51 minutes 26 seconds East, departing said East easement line and on the North line of said Lot 10, a distance of 10.26 feet to a point;

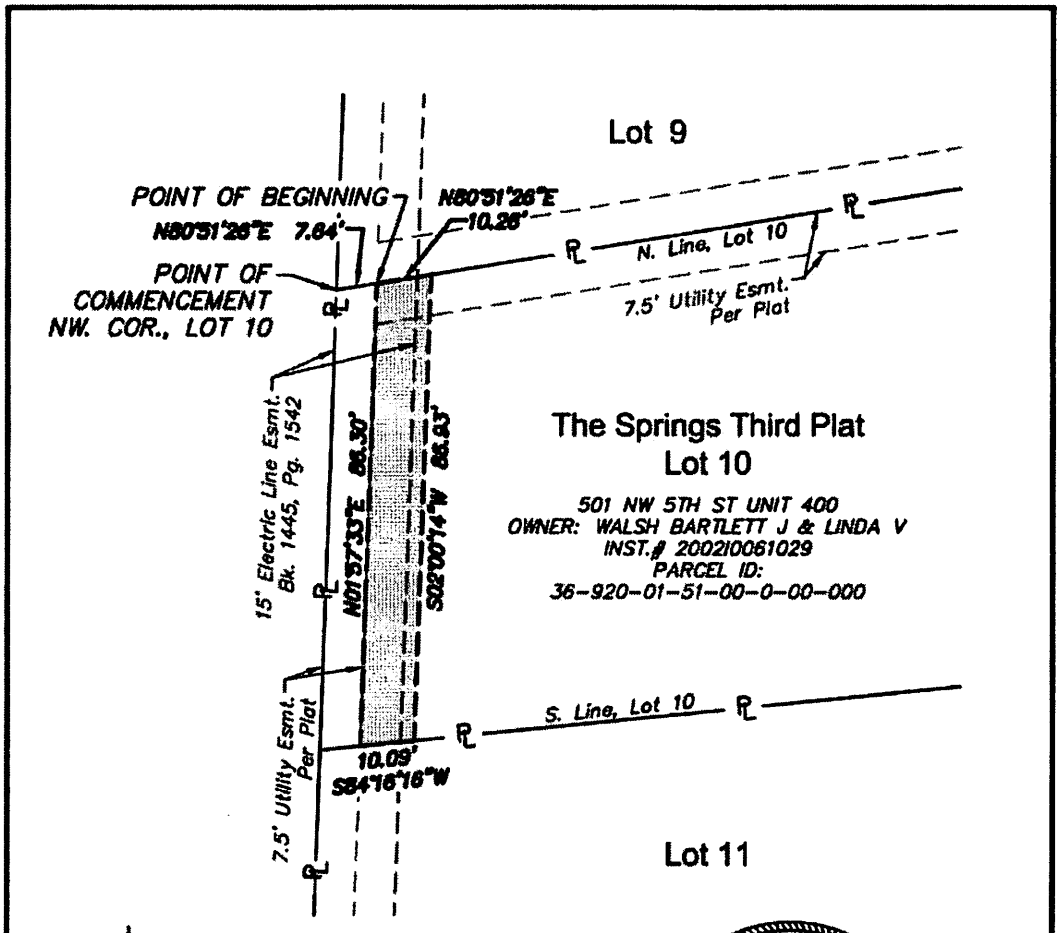
thence South 02 degrees 00 minutes 14 seconds West, departing said North line a distance of 86.93 feet to a point on the South line of said Lot 10;

thence South 84 degrees 16 minutes 16 seconds West, on said South line, a distance of 10.09 feet to a point on the East line of said 7.50 foot wide Utility Easement;

thence North 01 degree 57 minutes 33 seconds, on said East easement line, a distance of 86.30 feet to the POINT OF BEGINNING, containing 869 square feet, or 0.0199 acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein)





PROJECT NO: 018-3389 DRAWN BY: CRS DATE: 12/07/22	TEMPORARY CONSTUCTION EASEMENT	olsson 7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170	EXHIBIT B

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 7, 2024

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

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

ISSUE/REQUEST

Presentation of a donation from the Citizen's Police Academy Alumni Association in the amount of $17,500. The donation includes a check for $15,000 and LifeVac kits valued at $2,500.

BACKGROUND/JUSTIFICATION

The Citizen's Police Academy Alumni Association (CPAAA) will present to the City Council a donation to the Police Department in the amount of $17,500. The donated funds will be used to finance two initiatives not funded in the current fiscal year. The check for $15,000 will be used to continue to provide technology that places an incoming 911 call directly into the patrol vehicle. FLOCK OS911 will be the new vendor with the aim of decreasing response times to calls for service.

In addition, the CPAAA has purchased and donated 50 LifeVac kits that will be placed in patrol vehicles for use by officers. LifeVac is a lifesaving tool that can be used in choking emergencies to save lives by clearing the airway of obstructions. The value of this donation is $2,500.

FINANCIAL IMPACT

Contractor:	Citizen's Police Academy Alumni Association
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2024-25
Revenue to be Received:	$15,000.00
Revenue Account No.	100-00000-470100 Donate-PS

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 16, 2024	N/A

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. N/A

REVIEWED BY:

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