CITY COUNCIL MEETING
July 21, 2025 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

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

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

Invocation and Pledge of Allegiance

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

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

   a. Minutes of the July 7, 2025 City Council Meeting
   b. Resolution No. 50-2025 approving a contract with McConnell & Associates Corp. for tennis court renovations at Baumgardner Park
   c. Resolution No. 51-2025 approving a purchase from Key Equipment & Supply Co. for a Combination Flusher Vac Truck
   d. Resolution No. 52-2025 approving a contract with Reinhold Electric Inc. to relocate electrical lines feeding the electronic billboard off of Coronado
   e. Resolution No. 53-2025 approving a purchase from Key Equipment & Supply Co. for a camera van

4. Public Hearing – Rampage Athletics Rezoning (RZ-06-25-9604) – **To be continued to City Council meeting on August 4, 2025**

5. Presentation – Hero Fund USA donation

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

7. Councilmember Comments

8. Mayoral Comments

9. **Executive Session** - Discussion related to Real Estate pursuant to Section 610.021 (2)

Miscellaneous Items

Public Safety Citizen Advisory Board Meeting – Tuesday, July 22, 6:00 PM
Planning Commission Meeting – Monday, July 28, 6:30 PM
City Council Meeting – Monday, August 4, 6:00 PM
Park Commission Meeting – Tuesday, August 5, 6:00 PM
Planning Commission Meeting – Monday, August 11, 6:30 PM
Public Arts Commission Meeting – Wednesday, August 13, 4:00 PM
City Council Work Session – Wednesday, August 13, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Wednesday, July 16, 2025.

Erin Ford
City Clerk

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

FROM: Christine Cates
City Administrator

DATE: July 16, 2025

SUBJECT: Agenda Explanations

Item 3b – Baumgardner Park Tennis Court Renovations
Adopt a Resolution approving a contract with McConnell & Associates Corp. in the amount of $956,328 for tennis court renovations at Baumgardner Park. Refer to Council Information Form from Parks Director Justin Stuart for additional information.

Item 3c – Combination Flusher Vac Truck Purchase
Adopt a Resolution approving a purchase in the amount of $578,706.69 from Key Equipment & Supply Co. for a Combination Flusher Vac Truck, CIP Project SAN-10. Refer to Council Information Form from Public Works Superintendent Nathan Lea for additional information.

Item 3d – Relocate Electrical Lines for Coronado Billboard
Adopt a Resolution approving a contract in the amount of $131,181.00 with Reinhold Electric Inc. to relocate electrical lines feeding the electronic billboard off of Coronado. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3e – Camera Van Purchase
Adopt a Resolution approving a purchase in the amount of $294,719.22 from Key Equipment & Supply Co. for a camera van, CIP Project CIP-MISC. Refer to Council Information Form from Public Works Superintendent Nathan Lea for additional information.

Item 4 – Rampage Athletics Rezoning Continuance
The Applicant, Michael Scott, on behalf of the owner, Saint Peter United Methodist Church, is requesting the Public Hearing for consideration of a Rezoning (RZ-06-25-9604) be continued to the August 4, 2025 City Council meeting. A motion to continue is in order.

Item 5 – Presentation – Hero Fund USA
Darrell Smith of Hero Fund USA will present a donation in the amount of $8,733.00. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
July 7, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, July 7, 2025, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

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

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

PLEDGE

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

- Minutes of the June 16, 2025 City Council Meeting and June 30, 2025 City Council Work Session
- **Resolution No. 45-2025** approving the disposition of Information Technology department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines
- **Resolution No. 46-2025** designating Friday, September 19, through Sunday, September 21, as the dates for the 2025 Blue Springs Fall Fun Festival
- **Resolution No. 47-2025** approving an amendment to the lease agreement with RMT of Blue Springs LLC for the operation of Adams Pointe Conference Center for one additional year

The Consent Agenda was approved with the following vote:

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

PRESENTATION – PROCLAMATIONS FOR BLUE SPRINGS SOUTH BASEBALL TEAM AND GARRETT FLACK

Mayor Lievsay and Council recognized the Blue Springs South Jaguar Baseball Team as the Missouri Class 6 state baseball champions and Blue Springs South graduate Garrett Flack as the first Speech and Debate National Champion in school history.

DRAFT

PUBLIC HEARING – HAWES ESTATE REZONING (RZ-05-25-9572) AND CONDITIONAL USE PERMIT (CUP-05-25-9573)

Mayor Lievsay opened the Public Hearing to consider a Rezoning (RZ-05-25-9572) from Agriculture-County to Single-Family Large Lot Residential and a Conditional Use Permit (CUP-05-25-9573) for Hawes Estates located at 27711 E Wyatt Road at 6:09 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

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

APPLICANT

John Overstreet with Tri-County Water Authority was present and available for questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:18 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5329 – HAWES ESTATE REZONING (RZ-05-25-9572)

Councilmember Tholen introduced Bill No. 5329 approving a Rezoning from Agriculture-County Single-Family Large Lot Residential (RZ-05-25-9572).City Clerk Erin Ford made the first reading of Bill No. 5329 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5329 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5329

Ms. Ford made the second reading of Bill No. 5329 by title. Councilmember Kaylor moved to adopt Bill No. 5329 upon its second reading and give it **ORDINANCE NO. 5431,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5330 – HAWES ESTATE CONDITIONAL USE PERMIT (CUP-05-25-9573)

Councilmember Tholen introduced Bill No. 5330 approving a Conditional Use Permit for Hawes Estates located at 27711 E Wyatt Road (CUP-05-25-9573). City Clerk Erin Ford made the first reading of Bill No. 5330 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5330 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5330

Ms. Ford made the second reading of Bill No. 5330 by title. Councilmember Kaylor moved to adopt Bill No. 5330 upon its second reading and give it **ORDINANCE NO. 5432,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

PUBLIC HEARING – CAPITAL IMPROVEMENTS PROGRAM FISCAL YEARS 2025-2026 TO 2029-2030

Mayor Lievsay opened the Public Hearing to consider the Fiscal Years 2024-2025 to 2028-2029 Capital Improvements Program for the City of Blue Springs at 6:22 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

City Administrator Christine Cates and Dave Christensen with Cochran Engineering reviewed the details of the proposed Capital Improvements Program Fiscal Years 2025-2026 to 2029-2030 and addressed questions from the Council.

IN SUPPORT OF

Primrose Subdivision Homeowner Association President William Perry spoke in support of City paving efforts and requested paving for the Primrose Subdivision.

The Mayor hearing no further comments for or against, closed the public hearing at 6:49 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5331 – CAPITAL IMPROVEMENTS PROGRAM FISCAL YEARS 2025-2026 TO 2029-2030

Councilmember Tholen introduced Bill No. 5331 approving the Capital Improvements Program Fiscal Years 2025-2026 to 2029-2030. City Clerk Erin Ford made the first reading of Bill No. 5331 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5331 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5331

Ms. Ford made the second reading of Bill No. 5331 by title. Councilmember Kaylor moved to adopt Bill No. 5331 upon its second reading and give it **ORDINANCE NO. 5433,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

RESOLUTION 48-2025 – COCHRAN TASK ORDER

Councilmember Tholen moved to adopt Resolution No. 48-2025 approving Task Order #15 to Contract No. 2024-166 with SC

#15 – PREVENTATIVE PAVEMENT MANAGEMENT PROGRAM

Engineering, LLC, dba Cochran for Contract Management Services to provide Professional Engineering and Inspection Services for the City of Blue Springs' Preventive Pavement Maintenance Program and Mock Avenue Paving Resurfacing Project. Motion seconded by Councilmember Brummel and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5332 – SHADY GREEN ASPHALTIC SURFACES FINAL PLAT (PF-05-25-9568)

Councilmember Tholen introduced Bill No. 5332 approving a Final Plat for Shady Green First Plat for Asphaltic Surfaces located at 1050 SW Cemetery Road (PF-05-25-9568). City Clerk Erin Ford made the first reading of Bill No. 5332 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5332 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5332

Ms. Ford made the second reading of Bill No. 5332 by title. Councilmember Kaylor moved to adopt Bill No. 5332 upon its second reading and give it **ORDINANCE NO. 5434,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5333 – EAGLES RIDGE ESTATES FINAL PLAT (PF-05-25-9571)

Councilmember Tholen introduced Bill No. 5333 approving a Final Plat for Eagles Ridge Estates PR-O 5th Plat located northwest of SW Newport Drive and west of SW 5th Street (PF-05-25-9568). City Clerk Erin Ford made the first reading of Bill No. 5333 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5333 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5333

Ms. Ford made the second reading of Bill No. 5333 by title. Councilmember Kaylor moved to adopt Bill No. 5333 upon its second reading and give it **ORDINANCE NO. 5435,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5334 – CODE AMENDMENT

Councilmember Tholen introduced Bill No. 5334 approving amendments to the Code of Ordinances, City of Blue Springs, Missouri, Title VI Business and Occupation Chapter 600 Alcoholic Beverages

RELATED TO INTOXICATING LIQUORS FOR FALL FUN FEST

Section 600.340 Consumption In Certain Public Places During Fall Fun Festival – Restrictions to include the sale of "intoxicating liquor" in the designated beer garden area during the Fall Fun Festival. City Clerk Erin Ford made the first reading of Bill No. 5334 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5334 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5334

Ms. Ford made the second reading of Bill No. 5334 by title. Councilmember Kaylor moved to adopt Bill No. 5334 upon its second reading and give it **ORDINANCE NO. 5436,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following vote:

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

RESOLUTION 49-2025

Councilmember Tholen moved to adopt Resolution No. 49-2025 approving a Memorandum of Understanding for lease of Blue Springs Downtown Public Area for Fall Fun Festival. Motion seconded by Councilmember Ericson and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5335 – MID-AMERICA REGIONAL COUNCIL SENIOR SERVICES

Councilmember Tholen introduced Bill No. 5335 approving a contract with Mid-America Regional Council for reimbursement to continue meal preparation for congregate meals, homebound meals, and meal delivery for homebound recipients, as well as continuing to provide site transportation via OATS Inc to and from Vesper Hall, and fund evidence-based programming and the administration of Vesper Hall. City Clerk Erin Ford made the first reading of Bill No. 5335 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5335 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5335

Ms. Ford made the second reading of Bill No. 5335 by title. Councilmember Kaylor moved to adopt Bill No. 5335 upon its second reading and give it **ORDINANCE NO. 5437,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5336 – PAYMENT FOR MID-AMERICA REGIONAL COUNCIL GRANT

Councilmember Tholen introduced Bill No. 5336 approving a payment of Project Fees to Mid-America Regional Council in the amount of $25,000 for a grant award for 7 Highway corridor improvements from U.S. 40 Highway to Ligget Road. City Clerk Erin Ford made the first reading of Bill No. 5336 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5336 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5336

Ms. Ford made the second reading of Bill No. 5336 by title. Councilmember Kaylor moved to adopt Bill No. 5336 upon its second reading and give it **ORDINANCE NO. 5438,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following vote:

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

PRESENTATION – DOWNTOWN STREETSCAPE ENHANCEMENTS PROJECT

Assistant to the City Administrator George Schmitz and Dave Christensen with Cochran Engineering presented community feedback from the Downtown Streetscape Project public meeting and online survey and addressed questions from the Council.

MOTION TO DIRECT STAFF - STREETLIGHT DESIGN

Councilmember Tholen moved to direct staff to move forward with a double lamp streetlight design. Motion seconded by Councilmember Brummel and carried unanimously.

MOTION TO DIRECT STAFF - SIDEWALK WIDTH AND PARKING CONFIGURATION

Councilmember Tholen moved to direct staff to move forward with the 15-foot sidewalk and hybrid parking option for Main Street. Motion seconded by Councilmember Rowan.

MOTION TO AMEND

Councilmember Ericson moved to amend the Motion to add consideration of a one-way road design for Main Street. Motion seconded by Councilmember Kaylor and **failed** with the following vote:

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

VOTE - MOTION TO DIRECT STAFF

Mayor Lievsay called for a vote on the original motion made by Councilmember Tholen and seconded by Councilmember Rowan for the 15-foot sidewalk and hybrid parking option for Main Street.

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

COUNCIL COMMENTS

Brummel: Thank you to Parks staff for work on Red, White and Blue Springs Independence Day event.

Ericson: Complimented Parks and Recreation on the second annual cardboard box boat race at Blue Surf Bay.

Kaylor: Thank you to the Police Department and Volunteers in Police Service for work on the Red, White and Blue Springs Independence Day event.

MAYORAL ANNOUNCEMENTS

- Proclamation prepared and presented for National Parks and Recreation Day is on July 18
- Movie in the Park and Music in the Park are upcoming community events

ADJOURNMENT

At 7:39 p.m., there was no further business to come before the Council, Councilmember Ericson moved the meeting be adjourned. Motion seconded by Councilmember Brummel and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 13, 2025 **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 with McConnell & Associates Corp. in the amount of $956,328 for tennis court renovations at Baumgardner Park.

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 2028. One of the items included is the renovations of the tennis courts at Baumgardner Park.

The tennis courts at Baumgardner Park are currently in poor condition. Staff has done the best they can to mitigate safety issues, but a complete renovation of the courts is needed. Many considerations were given for the proposed renovations to the tennis courts, such as longevity of work, replacement of fencing and spectator viewing experience. It was determined that the method using post-tension concrete will provide the best solution for long term use. Post-tension concrete is the standard that has been adopted for the Parks system and has already been implemented at Young Park, Blue Springs Park, and Pink Hill Park courts. This project will provide Baumgardner Park with post-tension concrete surfaces, color coating and striping, new vinyl coated fencing, and better access to all courts.

The courts at Baumgardner Park are also utilized by Blue Springs High School for their tennis program. As part of the Facility Use Agreement with the Blue Springs School District, it calls for the City and School District to split the cost of Capital Improvements to shared facilities. The School District has agreed to cover half the cost of this project. The City will invoice the School District for their half of the project cost once the contract is approved and work begins.

This project is proposed in the FY 2025/26 CIP utilizing Park Sales Tax funds. The School District has requested the project be started earlier if possible in order to utilize funding they have identified and also limit the impact to their tennis program to the Fall 2025 season. A Budget Amendment has been requested to move funds from the Park Sales Tax line item to the Baumgardner Park Improvements line item. This will allow the project to begin in August 2025 and be completed prior to the Spring 2026 tennis season. The School District is prepared to make alternative arrangements for the tennis program for the Fall 2025 season while this project is being completed.

The pricing provided by McConnell & Associates Corp. was attained through the TIPS

Cooperative Purchasing contract. The City of Blue Springs has been associated with this program by passage of Resolution 36-2014. It is anticipated that the renovations will be complete and ready for use by March 2026.

Staff recommends approval of the contract for the renovations of tennis courts at Baumgardner Park with McConnell & Associates Corp. in the amount of $956,328.00.

FINANCIAL IMPACT

Contractor:	McConnell & Associates Corp.
Amount of Request/ Contract:	$956,328
Amount Budgeted:	$900,000
Budget Year:	FY 2024-25
Funding Source/Account #:	158-73000-544100 PR-14
Account Balance:	FY 2024-25 - $0 FY 2025-26 - $900,000 With approval of FY 2025-26 CIP Date: 6/26/2025
Additional Funds Needed:	$56,328
Funding Source/Account #:	Budget Amendment from Sales Tax Funds

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
July 22, 2025	May 31, 2026
Years and Months Contract in effect	**Number of times renewable**
10 months	NA

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

ECONOMIC DEVELOPMENT PROJECT

NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Facility Use Agreement Ordinance with the Blue Springs School District
2. Resolution with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☒	Wage Order Number: 31
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	McConnell & Associates Corp. 1225 Iron North Kansas City, MO 64116 816-288-3165 M.Mehaffevc@McConnellAssociates.on:i
Project Exemption Certificate needed:	☒	
Other:	☐	

ATTACHMENT 1

Introduced by Councilmember Culpepper BILL NO. 5068

ORDINANCE NO. 5197

AN ORDINANCE AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH FIVE USE AGREEMENTS WITH REORGANIZED SCHOOL DISTRICT NO. IV OF JACKSON COUNTY FOR JOINT USE OF FACILITIES

WHEREAS, for several years the City of Blue Springs and the Reorganized School District No. IV of Jackson County (Blue Springs School District) have used one another's facilities for activities and events; and

WHEREAS, the City of Blue Springs has utilized Blue Springs School District facilities for programs such as baseball, football and soccer practices. The Blue Springs School District has utilized park facilities for activities such as daily school activities and athletic events such as tennis and physical education classes; and

WHEREAS, both entities have seen the benefits of sharing facilities and maximizing the use of tax dollars to further the services provided to the community through these joint use agreements. These agreements have been utilized for several years and have provided both entities with needed capacity.

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

Section 1. The City Administrator is hereby authorized to execute a Hold Harmless Agreement and Use Agreements for the following facilities:

- Baumgardner Park
- Franklin Smith Elementary
- James Lewis Elementary
- Sports fields with map attached as Exhibit A
- Wilbur Young Park

A copy of the Hold Harmless Agreement with Use Agreements is attached as Exhibit A hereto.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of March 2023.

CITY OF BLUE SPRINGS

ATTEST:

Carson Ross, Mayor

Sheryl Morgan, City Clerk

1st Reading: March 6, 2023
2nd Reading: March 6, 2023

Rev. 9/7/2018

APPLICATION TO USE PROPERTY AND/OR FACILITIES OF THE BLUE SPRINGS R-IV SCHOOL DISTRICT AND AN AGREEMENT OF HOLD HARMLESS

In consideration of the District's allowing the undersigned ("User", whether individuals or entities) to use its grounds and facilities described below, User agrees to the following:

1. User agrees to indemnify and hold District and all of its employees, Board, agents, and representatives harmless and pay all costs, claims, and damages, whatsoever, arising out of its use of the District's grounds and facilities described below; included in this indemnification and hold harmless covenant is all of District's court costs, attorney fees, damages, judgments, and any other monetary costs whatsoever arising out of this use.
2. User's responsibilities and obligations will include claims and/or damages of any kind, whether made by its members, associates, athletes, or by its or their guests, invitees, parents, spectators, or any other persons or property on or near the District's grounds and facilities as the result of the undersigned's use.
3. User understands that it cannot assign, transfer or agree or covenant in any form nor fashion with any other person or entity to use the District's grounds and facilities described below without the written consent of District.
4. User will provide and evidence insurance coverage in favor of District in further consideration of its use of the District's grounds and facilities described to the extent of $1 Million Dollars per each claim and occurrence; coverage will be evidenced to District by a separate insurance certificate or by adding District as an additional insured to an existing policy; insurance shall be issued by a Missouri approved insurance carrier; insured coverage shall include all claims for damages to persons or properties; insured coverage shall also include claims made by the undersigned, its members, athletes, associates, coaches, parents, referees, guests, invitees or any related spectators and coverage shall include not only activities on the grounds and facilities described below, but also, claims made for damages at any other grounds or facilities owned or used by the District and related to the User's activities; the referenced insurance certificate(s) required shall be attached to this document and made a part hereof.
5. User is responsible at its costs to police, maintain, and clean the District's grounds and facilities during and after their use.
6. The covenants and provisions listed below are a part of this agreement.
7. Alcoholic beverages and the use of tobacco, or any product containing tobacco/nicotine, is prohibited on school grounds.
8. The District may cancel this Agreement on verbal or written notice to the User's contact person at any time and for any reason without cause or penalty.
9. The User may cancel this Agreement if written notice is provided to the District prior to the date of use.

USER: CITY OF BLUE SPRINGS

Signature

Printed Name: Mike Ekey, City Administrator

Address: 903 W. Main Street
Blue Springs, MO 64015

Telephone: (816) 228-0111

Responsible Party: Mike Ekey

Date: March 7, 2023

This application is approved and accepted by District on this 7TH day of March, 20 23 by:

_____

Description of Grounds and Facilities, Location:	Times of use:	Ending date of this agreement:
Baumgardner Use Agreement - Attachment A		
Franklin Smith Use Agreement - Attachment B		
James Lewis Use Agreement - Attachment C		
Sports Fields Use Agreement - Attachment D		
Wilbur Young Use Agreement - Attachment E		

SPECIAL PROVISIONS, IF ANY

ATTACHMENT A

USE AGREEMENT

This Agreement made this 7th day of March 2023 between Reorganized School District NO. 4 of Jackson County, party of the first part and the City of Blue Springs, Missouri, party of the second part.

WITNESSETH: That the said party of the first part does hereby allow for use by the party of the second part in the present condition thereof, the following described premises, tennis courts and parking lot located in Baumgardner Park at 2401 NW Ashton Drive, more specifically:

A group of five fenced asphalt tennis courts with color coating and wind screening and two finals courts with fence, color coating, wind screen and spectator seating located on the west side of Baumgardner Park which are hereafter referred to as the "Premises".

The term of this agreement will begin the 1st day of February 2023 and ending the 31st day of December 2027. The party of the first part agrees to provide annual maintenance and keep said Premises in good and sufficient repair. Party of the second part agrees, as consideration for this lease, to fund fifty percent (50%) of all repairs and improvements to the tennis courts or parking lot, and at the expiration of the term of this lease, to yield up the said Premises to the party of the first part without further notice in as good condition as when the same were entered upon by the party of the second part, loss by fire, inevitable accident and ordinary wear excepted.

IT IS FURTHER AGREED, Between the parties hereto, that the party of the first part does have the right to use the described premises for physical education classes, varsity tennis and for approved student, parent or teacher parking purposes during scheduled and approved school hours.

IT IS FURTHER AGREED, Between the parties hereto, that either party may terminate the above agreement upon thirty (30) days written notice to the other party. Upon Termination of this use agreement, party of the first part shall have the first option to purchase any improvement placed upon said property by second party. If second party removes improvements, second party agrees to restore said property to its condition at the date of execution hereof.

IT IS FURTHER AGREED, By the Party of the second part that neither it nor its legal representatives, assigns or sub-tenants will allocate said premises, or any part thereof, or assign this agreement, or any portion of the term of said agreement, or make any alternations, amendments or additions to any of the facilities of said premises, or fixtures therein which will or may invalidate any insurance policy that is or may be held thereon

IT IS FURTHER AGREED, between the parties hereto, that the City does have the responsibility when allocating these fields and open spaces to require that written agreements with each youth organization requiring that each youth sports organization agree to provide and does provide; (1) a copy of the organizations insurance certificate

ATTACHMENT A

naming the Blue Springs R-IV School District as an additional insured; (2) a signed hold harmless provision in which the organizations agrees to hold both the City and School harmless from liability arising out of the use of the fields or open space; and (3) the schedule of use by each organization , with team name, manager/coach name and phone numbers to each school site principal.

AND IT IS FURTHER EXPRESSLY AGREED, Between the parties hereto, that if default shall be made in the performance of any of the covenants or agreements herein contained (or the same be violated in any manner) to be kept by the party of the second part its successors, executors, administrators, assigns and sub-tenants, this use agreement shall be forfeited, and it shall be lawful for the party of the first part or its successor, executor, administrators or assigns, to at once cancel this use agreement without notice to any person and enter into and upon said premises or any part thereof, either with or without process of law, to re-enter and repossess the same, and in order to enforce a forfeiture of said agreement thereof.

Forfeiture of this agreement shall not release said second party, its successors, executors, assigns or sub-tenant from any of their obligations hereunder.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

REORGANIZED SCHOOL DISTRICT NO. 4

Kirk Sampson, Assistant Superintendent of Business Services

ATTEST:

Sheryl Morgan, City Clerk

CITY OF BLUE SPRINGS, MO

Mike Ekey, City Administrator

ATTACHMENT B

USE AGREEMENT

This Agreement made this 7th day of March 2023 between Reorganized School District NO. 4 of Jackson County, party of the first part and the City of Blue Springs, Missouri, party of the second part.

WITNESSETH: That the said party of the first part does hereby allow for use by the party of the second part in the present condition thereof, the following described premises, Franklin Smith Elementary School at 1609 SW Clark Road, more specifically:

Property beginning on the north of the school building/parking lot running north to the rear property line of private residents facing Morning Side Drive, and beginning on the east side of 19th Street and running east to a sidewalk which extends from the school building north to Morning Side Drive, with the exception of the two (2) playgrounds on said property. This consists of two (2) regulation and one (1) junior soccer fields and one (1) softball field.

The term of this agreement will begin 1st day of February 2023 and ending the 31st day of December 2027. The party of the second part agrees to provide annual turf maintenance, and keep said premises (except for the two playgrounds) in good and sufficient repair, and at the expiration of the term of this agreement, will yield up the said premises to the party of the first part without further notice in as good condition as when the same were entered upon by the party of the second part, loss by fire, inevitable accident and ordinary wear excepted.

IT IS FURTHER AGREED, Between the parties hereto, that the party of the second part does have the right to allocate the use of the described premises (two regulation and one junior soccer fields and one softball field) to local youth sports organizations for practices and games, after 6:00PM, Monday through Friday and all day Saturday and Sunday.

IT IS FURTHER AGREED, Between the parties hereto, that either party may terminate the above agreement upon thirty (30) days written notice to the other party. Upon Termination of this use agreement, party of the first part shall have the first option to purchase any improvement placed upon said property by second party. If second party removes improvements, second party agrees to restore said property to its condition at the date of execution hereof.

IT IS FURTHER AGREED, By the Party of the second part that neither it nor its legal representatives, assigns or sub-tenants will allocate said premises, or any part thereof, or assign this agreement, or any portion of the term of said agreement, or make any alternations, amendments or additions to any of the facilities of said premises, or fixtures therein which will or may invalidate any insurance policy that is or may be held thereon

IT IS FURTHER AGREED, between the parties hereto, that the City does have the responsibility when allocating these fields and open spaces to require that written

ATTACHMENT B

agreements with each youth organization requiring that each youth sports organization agree to provide and does provide; (1) a copy of the organizations insurance certificate naming the Blue Springs R-IV School District as an additional insured; (2) a signed hold harmless provision in which the organizations agrees to hold both the City and School harmless from liability arising out of the use of the fields or open space; and (3) the schedule of use by each organization , with team name, manager/coach name and phone numbers to each school site principal.

AND IT IS FURTHER EXPRESSLY AGREED, Between the parties hereto, that if default shall be made in the performance of any of the covenants or agreements herein contained (or the same be violated in any manner) to be kept by the party of the second part its successors, executors, administrators, assigns and sub-tenants, this use agreement shall be forfeited, and it shall be lawful for the party of the first part or its successor, executor, administrators or assigns, to at once cancel this use agreement without notice to any person and enter into and upon said premises or any part thereof, either with or without process of law, to re-enter and repossess the same, and in order to enforce a forfeiture of said agreement thereof.

Forfeiture of this agreement shall not release said second party, its successors, executors, assigns or sub-tenant from any of their obligations hereunder.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

REORGANIZED SCHOOL DISTRICT NO. 4

Kirk Sampson, Assistant Superintendent of Business Services

ATTEST:

Sheryl Morgan, City Clerk

CITY OF BLUE SPRINGS, MO

Mike Ekey, City Administrator

ATTACHMENT C

USE AGREEMENT

This Agreement made this 7th day of March 2023 between Reorganized School District NO. 4 of Jackson County, party of the first part and the City of Blue Springs, Missouri, party of the second part.

WITNESSETH: That the said party of the first part does hereby allow for use by the party of the second part in the present condition thereof, the following described premises, James Lewis Elementary School at 717 NW Park Road, more specifically:

Property beginning at the NW corner of the School District's property running south approximately 920 feet to Park Road, then east approximately 140 feet, then north approximately 475 feet, then approximately 200 feet east, then approximately 325 feet north to the School District north property line, then west along this line approximately 350 feet to starting point of the description. Said described northern portion of property contains approximately 2/3 of the east end of the regulation soccer field, while the southern portion of the property contains approximately ¼ of the east end of the junior soccer field which are hereafter referred to as the "Premises". This agreement does not contain any of the cemetery property.

The term of this agreement will begin the 1st day of February 2023 and ending the 31st day of December 2027. The party of the second part agrees to provide annual turf maintenance, and keep said premises (except for the two playgrounds) in good and sufficient repair, and at the expiration of the term of this agreement, will yield up the said premises to the party of the first part without further notice in as good condition as when the same were entered upon by the party of the second part, loss by fire, inevitable accident and ordinary wear excepted.

IT IS FURTHER AGREED, Between the parties hereto, that the party of the second part does have the right to allocate the use of the described premises (one regulation and one junior soccer field) to local youth sports organizations for practices and games, after 6:00PM, Monday through Friday and all day Saturday and Sunday.

IT IS FURTHER AGREED, Between the parties hereto, that either party may terminate the above agreement upon thirty (30) days written notice to the other party. Upon Termination of this use agreement, party of the first part shall have the first option to purchase any improvement placed upon said property by second party. If second party removes improvements, second party agrees to restore said property to its condition at the date of execution hereof.

IT IS FURTHER AGREED, By the Party of the second part that neither it nor its legal representatives, assigns or sub-tenants will allocate said premises, or any part thereof, or assign this agreement, or any portion of the term of said agreement, or make any alternations, amendments or additions to any of the facilities of said premises, or fixtures therein which will or may invalidate any insurance policy that is or may be held thereon

ATTACHMENT C

IT IS FURTHER AGREED, between the parties hereto, that the City does have the responsibility when allocating these fields and open spaces to require that written agreements with each youth organization requiring that each youth sports organization agree to provide and does provide; (1) a copy of the organizations insurance certificate naming the Blue Springs R-IV School District as an additional insured; (2) a signed hold harmless provision in which the organizations agrees to hold both the City and School harmless from liability arising out of the use of the fields or open space; and (3) the schedule of use by each organization , with team name, manager/coach name and phone numbers to each school site principal.

AND IT IS FURTHER EXPRESSLY AGREED, Between the parties hereto, that if default shall be made in the performance of any of the covenants or agreements herein contained (or the same be violated in any manner) to be kept by the party of the second part its successors, executors, administrators, assigns and sub-tenants, this use agreement shall be forfeited, and it shall be lawful for the party of the first part or its successor, executor, administrators or assigns, to at once cancel this use agreement without notice to any person and enter into and upon said premises or any part thereof, either with or without process of law, to re-enter and repossess the same, and in order to enforce a forfeiture of said agreement thereof.

Forfeiture of this agreement shall not release said second party, its successors, executors, assigns or sub-tenant from any of their obligations hereunder.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

REORGANIZED SCHOOL DISTRICT NO. 4

Kirk Sampson, Assistant Superintendent of Business Services

ATTEST:

Sheryl Morgan, City Clerk

CITY OF BLUE SPRINGS, MO

Mike Ekey, City Administrator

ATTACHMENT D

USE AGREEMENT

This Agreement made this 7th day of March 2023 between Reorganized School District NO. 4 of Jackson County, here in after referred to as "school" and City of Blue Springs, here in after referred to as "City".

WITNESSETH: That the School does hereby allow the City to allocate the use of the athletic/sports fields or open space located on the following described premises,

Blue Springs High School
2000 NW Ashton Dr
Blue Springs, MO 64015

Blue Springs South High School
1200 SE Adams Dairy Pkwy
Blue Springs, MO 64014

Blue Springs Freshman Center
2103 NW Vesper
Blue Springs, MO 64015

Cordill-Mason Elementary
4001 SW Christiansen Road
Blue Springs, MO 64014

Franklin Smith Elementary
1609 SW Clark Road
Blue Springs, MO 64015

James Lewis Elementary
717 NW Park Road
Blue Springs, MO 64015

John Nowlin Elementary
5020 NW Valley View Road
Blue Springs, MO 64015

Lucy Franklin
111 NE Roanoke Drive
Blue Springs, MO 64014

William Bryant Elementary
1101 SE Sunnyside School Road
Blue Springs, MO 64014

ATTACHMENT D

Brittany Hill Middle School
2701 NW 1st Street
Blue Springs, MO 64014

Moreland Ridge Middle School
900 SW Bishop Drive
Blue Springs, MO 64015

Valley View High School
5000 NW Valley View Road
Blue Springs, MO 64015

To be allocated by City more specifically described as athletic/sports fields or open space shown on the individual site maps of each site as provided by School.

The term of this agreement will begin 1st day of February 2023 and ending the 31st day of December 2027.

IT IS FURTHER AGREED, Between the parties hereto, that either party may terminate the above agreement upon thirty (30) days written notice to the other party. Upon Termination of this use agreement, party of the first part shall have the first option to purchase any improvement placed upon said property by second party. If second party removes improvements, second party agrees to restore said property to its condition at the date of execution hereof.

IT IS FURTHER AGREED, between the parties hereto, that the City is hereby given and does have the right and authority to allocate the use of these locations to the local youth sports organizations for further allocation to their teams for team practices. The youth sports organizations that shall be eligible for allocation of fields are: girls softball, boys baseball, boys flag and tackle football, and soccer. The time frames that may be allocated for use of these fields shall be defined as: (1) during the school year after 6:00pm Mondays through Fridays and during the day on weekends except when there are scheduled School District activities which shall take priority; and, during the non-school year (summer) months daily, except when scheduled School District activities such as summer school classes are scheduled which shall take priority.

IT IS FURTHER AGREED, between the parties hereto, that the City does have the right and responsibility when allocating these fields and open spaces to require and secure a written agreement with each youth organization in which said youth organization shall agree to the following conditions as to the allocated fields and open space: (1) the use is for team practices as scheduled thru their leagues, (no games, tournaments, or fundraisers will be held); (2) there will be no admission charges or donations collected at any location related to this use of the fields or open space; (3) that no fields will be rented by either party to this agreement or to any youth organization; (4) that no youth sports organization or team will permit or allow any other person, group, or entity to use the assigned School facility without prior approval of City; (5) no adult activities will be

scheduled; (6) scheduled youth organizations will pick up trash after each use and place in trash containers; (7) that any youth sport organization may provide limited infield maintenance to infields, and shall provide their own equipment for any maintenance or practices; (8) that if they desire the use of portable johns that they will pay for said portable johns (school indoor facilities will not be open for use or be a part of this agreement) and agrees to indemnify and hold harmless the School from any damage or claim which may arise from the placement or use of the portable john; and (9) that only teams of appropriate age use fields of appropriate size.

IT IS FURTHER AGREED, between the parties hereto, that the City does have the responsibility when allocating these fields and open spaces to require that written agreements with each youth organization requiring that each youth sports organization agree to provide and does provide; (1) a copy of the organizations insurance certificate naming the Blue Springs R-IV School District as an additional insured; (2) a signed hold harmless provision in which the organizations agrees to hold both the City and School harmless from liability arising out of the use of the fields or open space; and (3) the schedule of use by each organization , with team name, manager/coach name and phone numbers to each school site principal.

IT IS FURTHER AGREED, between the parties hereto, that the City is merely and only acting in a capacity to help coordinate the use of the Schools facilities, and not as an agent of the School, to help the community coordinate and provide needed practice space for and the coordination of, for local youth sports; and that the School will provide normal maintenance to sites and shall not be expected to provide any additional services or expend additional cost as a result of participating in this agreement, nor shall the School he responsible for resolving any conflict which may arise in scheduling or use as allocated by the City.

IT IS FURTHER AGREED, between the parties hereto, that the School will provide to City a map, site or location drawing reflecting the area (2) to be allocated and approved for use by youth sports organizations which City may allocate to youth sports organizations. City shall in turn attach said map, site or location drawing to agreements with youth sport organization that is allocated the space for practice use. Said map, site or location drawing should reflect the name and contact information of the principal of said school.

AND IT IS FURTHER EXPRESSLY AGREED, between the parties hereto, that if default shall be made in the performance of any of the covenants or agreements herein contained (or the same be violated in any manner) by the City or its successors, executors, administrators, assigns and sub-tenants, or any youth sports organization or team, this Agreement shall be forfeited, and it shall be lawful for the School or its successor, executer, administrators or assigns, to at once cancel this Agreement without notice to any person and enter into or upon said premises or any part thereof, either with or without process of law, to re-enter and repossess the same, and in order to enforce a forfeiture of said agreement thereof.

ATTACHMENT D

Forfeiture of this Agreement shall not release the City, its successors, executors, assigns or sub-tenant from any of their obligations hereunder.

This Agreement is not modifiable except by the written agreement of both parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

REORGANIZED SCHOOL DISTRICT NO. 4

Kirk Sampson, Assistant Superintendent of Business Services

ATTEST:

Sheryl Morgan, City Clerk

CITY OF BLUE SPRINGS, MO

Mike Ekey, City Administrator

ATTACHMENT E

USE AGREEMENT

This Agreement made this 7th day of March 2023 between the City of Blue Springs, party of the first part, and Reorganized School District NO. 4 of Jackson County, party of the second part.

WITNESSETH: That the said party of the first part does hereby allow for use by the party of the second part in the present condition thereof, the following described premises, tennis courts and parking lot located in Wilbur Young Park at 1100 SE Adams Dairy Parkway, more specifically:

A group of two fenced asphalt tennis courts with color coating and wind screening and a group of four asphalt tennis courts with fence, color coating, wind screen and lighting located on the southern side of Wilbur Young Park and the parking lot located to the north and east of the tennis courts which are hereafter referred to as the "Premises".

The term of this agreement will begin the 1st day of February 2023 and ending the 31st day of December 2027. The party of the first part agrees to provide annual maintenance and keep said Premises in good and sufficient repair. Party of the second part agrees, as consideration for this lease, to fund fifty percent (50%) of all repairs and improvements to the tennis courts, and at the expiration of the term of this lease, to yield up the said Premises to the party of the first part without further notice in as good condition as when the same were entered upon by the party of the second part, loss by fire, inevitable accident and ordinary wear excepted.

IT IS FURTHER AGREED, Between the parties hereto, that the party of the second part does have the right to use the described premises for physical education classes, varsity tennis and for approved student, parent or teacher parking purposes during scheduled and approved school hours and for home football games as long as parking is provided and secured for scheduled park & recreation activities/events at the Young Park Softball Complex.

IT IS FURTHER AGREED, Between the parties hereto, that either party may terminate the above agreement upon thirty (30) days written notice to the other party. Upon Termination of this use agreement, party of the first part shall have the first option to purchase any improvement placed upon said property by second party. If second party removes improvements, second party agrees to restore said property to its condition at the date of execution hereof.

IT IS FURTHER AGREED, By the Party of the second part that neither it nor its legal representatives, assigns or sub-tenants will allocate said premises, or any part thereof, or assign this agreement, or any portion of the term of said agreement, or make any alternations, amendments or additions to any of the facilities of said premises, or fixtures therein which will or may invalidate any insurance policy that is or may be held thereon

ATTACHMENT E

IT IS FURTHER AGREED, between the parties hereto, that the City does have the responsibility when allocating these fields and open spaces to require that written agreements with each youth organization requiring that each youth sports organization agree to provide and does provide; (1) a copy of the organizations insurance certificate naming the Blue Springs R-IV School District as an additional insured; (2) a signed hold harmless provision in which the organizations agrees to hold both the City and School harmless from liability arising out of the use of the fields or open space; and (3) the schedule of use by each organization , with team name, manager/coach name and phone numbers to each school site principal.

AND IT IS FURTHER EXPRESSLY AGREED, Between the parties hereto, that if default shall be made in the performance of any of the covenants or agreements herein contained (or the same be violated in any manner) to be kept by the party of the second part its successors, executors, administrators, assigns and sub-tenants, this use agreement shall be forfeited, and it shall be lawful for the party of the first part or its successor, executor, administrators or assigns, to at once cancel this use agreement without notice to any person and enter into and upon said premises or any part thereof, either with or without process of law, to re-enter and repossess the same, and in order to enforce a forfeiture of said agreement thereof.

Forfeiture of this agreement shall not release said second party, its successors, executors, assigns or sub-tenant from any of their obligations hereunder.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

REORGANIZED SCHOOL DISTRICT NO. 4

Kirk Sampson, Assistant Superintendent of Business Services

ATTEST:

Sheryl Morgan, City Clerk

CITY OF BLUE SPRINGS, MO

Mike Eke[illegible], City Administrator

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: February 2, 2023

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

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

ISSUE/REQUEST

Passage of a Bill authorizing the execution of a Hold Harmless Agreement and five Use Agreements with Reorganized School District No. IV of Jackson County (hereinafter Blue Springs School District) for joint use of facilities.

BACKGROUND/JUSTIFICATION

For several years the City of Blue Springs and the Blue Springs School District have utilized one another's facilities for activities and events. The City of Blue Springs has utilized School District facilities for such activities as baseball, football, and soccer practices. At James Lewis Elementary and Franklin Smith Elementary, the Parks and Recreation Department is responsible for mowing, trash removal and field repairs.

The Blue Springs School District also utilizes park facilities for activities associated with daily school activities and athletic events. The School District uses Baumgardner Park and Young Parks for tennis activities and utilizes the parking lots at Young Park for student, teacher and visitor parking for school and after school activities. The district provides funding for 50% of all repairs associated with the maintenance, upkeep and improvements made to the facilities.

Both entities have seen the benefits of sharing facilities and maximizing the use of tax dollars to further the services provided to the community through these joint use agreements. These agreements have been in place for several years and have provided both entities with needed capacity while utilizing each other's public facilities in the best manner for residents with no rental costs being charged. Both groups share in the cost to maintain these facilities.

FINANCIAL IMPACT

Contractor:	Reorganized School District No. IV of Jackson County

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 1, 2023	December 31, 2027
Years and Months Contract in effect	**Number of times renewable**
4 years 11 months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Hold Harmless Agreement attached as Exhibit A with the following Use Agreements:
   - Baumgardner Park
   - Franklin Smith Elementary
   - James Lewis Elementary
   - Sports Fields with map attached as Exhibit A
   - Wilbur Young Park

REVIEWED BY

Requesting Director: ***Dennis Dovel***	Budget: ***N/A***
Legal: ***Sarah E. Carnes***	City Administrator: ***Mike Ekey***

A RESOLUTION APPROVING A CONTRACT WITH MCCONNELL & ASSOCIATES CORP. FOR TENNIS COURT RENOVATIONS AT BAUMGARDNER 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 tennis courts at Baumgardner Park are in poor condition and require complete renovation of the courts; and

WHEREAS, the Parks and Recreation Department secured quotations for renovations to Baumgardner Park tennis courts; and

WHEREAS, the Department used the TIPS/TAPS Cooperative Purchasing Contract to secure pricing and now recommends that the City award a contract to McConnell & Associates Corp. for work based on scope of services in the amount of $956,328.

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 McConnell & Associates Corp. for renovations to the Baumgardner Park tennis courts in the amount of $956,328. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 21st day of July 2025.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: July 22, 2025	TERMINATION DATE: May 31, 2026	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**MCConnell & Associates Corp.** **1225 Iron** **North Kansas City, MO 64116**
Department:Parks and Recration	Attention: Mike Mehaffey
Phone: 816-228-0105	Phone: 816-842-6066

PUBLIC WORKS CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$956,328.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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 this 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 Contractor to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

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

12. **Occupational License**: The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal

license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

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

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals,

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

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

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

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

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

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

a. In no event shall 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 is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

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

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

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

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

licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

c. **Maintenance Bond.** If the City deems a Maintenance Bond is necessary, prior to acceptance of the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 50% of the cost of the Work as approved by the City, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of substantial completion for such work covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of the certificates such bond shall be delivered to the City.

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 by Prevailing Wage Order No. 31 , Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars ($100) per worker, per day.

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

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

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

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

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

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

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

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

The following Affidavit shall be used by the Contractor and any subcontractors that are

required to sign:

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

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 Kade Dunlap, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Kade Dunlap and I am currently the Project Manager of MAC (hereinafter "Company"), whose business address is 1225 Iron St. North Kansas City, MO 64116, 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.

Kade Dunlap
Affiant / Contractor

Kade Dunlap
Printed Name

Subscribed and sworn to before me this 19 day of June, 2025.

SEAL

DAWN H. SPEARS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR CLAY COUNTY
MY COMMISSION EXPIRES OCT. 27, 2025
ID #13777096

Notary Public

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

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

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

30. **Warranty**. Contractor warrants that all workmanship shall be of good quality, 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.

MCCONNELL & ASSOCIATES CORP.

By: Kade Dunlap
Name: Kade Dunlap
Title: Project Manager

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

James Newell, Assistant City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	McConnell & Associates Corp.	
Scope of Work (Job Description)	Post-tension concrete overlay for Baumgardner Park tennis courts as specified in Attachment A All work shall be performed in accordance with Contractor's Proposal dated June 11, 2025 attached hereto and incorporated herein as Attachment A.	
Start Date	July 22, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	May 31, 2026	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$956,328.00	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$956,328.00	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

MAC
McConnell & Associates

PROPOSAL

Bid ID Number:56931
Date:6/11/2025

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To:	**Job Proposed:**
Blue Springs Parks & Recreation 425 NE Mock Avenue Blue Springs, MO 64014 **PHONE:** **FAX:** **CONTACT:** Dennis Dovel	TIPS - Baumgardner Park TC 2401 NW Ashton Dr Blue Springs, MO 64015

Description	**Quantity**	**Units**	**Net Price**
TIPS Cooperative Purchasing Contract Number: 23020101			
CONCRETE SIDEWALK REPLACEMENT: Demo and haul off the existing sidewalk and replace with new 4" concrete sidewalk. The concrete will be 4k mix and #4 rebar on 2' centers for reinforcement. Clear cure will be applied to the new concrete surface.	3,000	SF	
Bleacher Pad: - Supply and install new 4" concrete bleacher pad - 25' x 10'			
POST-TENSIONED COURT OVERLAY: - Laser grade 7" of rock over existing court surface and compact - Install 12" reinforced perimeter beam - Install net posts and center anchor footings - Set perimeter forms - Install (2) layers of vapor barrier on top of base rock, taping all seams. - Layout and install 1/2 Tensioning Cables and Anchors in each direction with encapsulated hardware. - Install and finish a 5" thick post tension slab and perimeter beam using KCMMB concrete mix - Finished concrete shall be sloped per USTA and ASBA standards. - Once slab has reached designed strength, cables will be tensioned to obain a minimum residual compressive stress of 125 psi. - Cables will be cut and finished - Cure concrete per ACI Standards THERE IS A MINIMUM 28 DAY CURE TIME FROM CONCRETE PLACEMENT TO THE APPLICAITON OF COURT SURFACING.	4,073	SF	
FENCE REPLACEMENT: Remove existing chain link fence, including posts, and haul offiste Supply and install 10ft & 4ft tall Black Vinyl fence - 4" terminal posts and 3" lines posts - 1 3/4" Chain Link mesh - Top Rail and Bottom Tension Wire	1,118	LF	

Initials____

MAC
McConnell & Associates

PROPOSAL

Bid ID Number:56931
Date:6/11/2025

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To:	**Job Proposed:**
Blue Springs Parks & Recreation 425 NE Mock Avenue Blue Springs, MO 64014 **PHONE:** **FAX:** **CONTACT:** Dennis Dovel	TIPS - Baumgardner Park TC 2401 NW Ashton Dr Blue Springs, MO 64015

Description	**Quantity**	**Units**	**Net Price**

Color Coating: (5 Tennis Courts)
Acid etch and power wash concrete slab
Apply (1) Coat of concrete primer
Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat.
Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat.
Layout and Paint Playing lines per ASBA standards.

COURT COLOR SELECTION

Playing Area: _____

Border: _____

Kitchen (Pickleball only): _____

Line Color:_____
Note: See color chart for options

NEW TENNIS EQUIPMENT: 5 NET SYSTEMS
- Supply and Install Douglas DTP-37 Net Posts (Black)
  - Set steel sleeves in 24"x48" Concrete footing
- Supply and Install Douglas Center Anchor in 18"x24" Concrete footing
- Supply and Install Douglas TN-30DMT Tennis Net

Asphalt Trail Repair:
- Remove and replace sections of the asphalt trail that will be damaged during construction

New Handrail:
- Supply and install new 4' Tall hand rail on South court above bleachers
- Approx. 135 LF
- Add to original cost

SITE RESTORATION
Backfill and fine grade all disturbed areas.
Hydroseed all disturbed areas.

Total: $910,788.00

Contingency (5%): $45,540.00
- For unforeseen conditions, East side tree removal (If Needed), South court bleacher concrete repairs.

Initials____

MAC
McConnell & Associates

PROPOSAL

Bid ID Number:56931
Date:6/11/2025

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To:	**Job Proposed:**
Blue Springs Parks & Recreation 425 NE Mock Avenue Blue Springs, MO 64014 **PHONE:** **FAX:** **CONTACT:** Dennis Dovel	TIPS - Baumgardner Park TC 2401 NW Ashton Dr Blue Springs, MO 64015

Description	**Quantity**	**Units**	**Net Price**
Total w/ Contingency:			$956,328.00

Based on tax exempt prices.
A Project Exemption Certificate must be furnished before the start of work.

Based on prevailing wage rates.
Wage Rates must be furnished before the start of work.

EXCLUSIONS:
*Permits and Testing.
*Tennis court accessories unless listed above.
*Lighting
*Irrigation
*Rock Excavation
*Any items not listed above.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Kade Dunlap

Digitally signed by Kade Dunlap
DN: C=US, E=K.Dunlap@mcconnellassociates.org, O=McConnell & Associates, CN=Kade Dunlap
Date: 2025.06.13 06:50:43-05'00'

Kade Dunlap

PAYMENT AND COLLECTION

PAYMENT IS DUE UPON RECEIPT OF COMPANY'S INVOICE. IF COMPANY PROVIDES THIS AGREEMENT/PROPOSAL/BID TO AN ATTORNEY FOR ENFORCEMENT OF ITS TERMS, INCLUDING BUT NOT LIMITED TO COLLECTION OF AMOUNTS DUE, YOU AGREE TO PAY ALL EXPENSES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPERT FEES, COURT COSTS, SERVICE FEES, AND ANY OTHER EXPENSE ASSOCIATED WITH COLLECTION. IN THE EVENT ALL SUMS ARE NOT PAID WHEN DUE, ALL UNPAID SUMS SHALL BEAR INTEREST AT THE (18%) PER ANNUM UNTIL PAID IN FULL.

Acceptance of Proposal

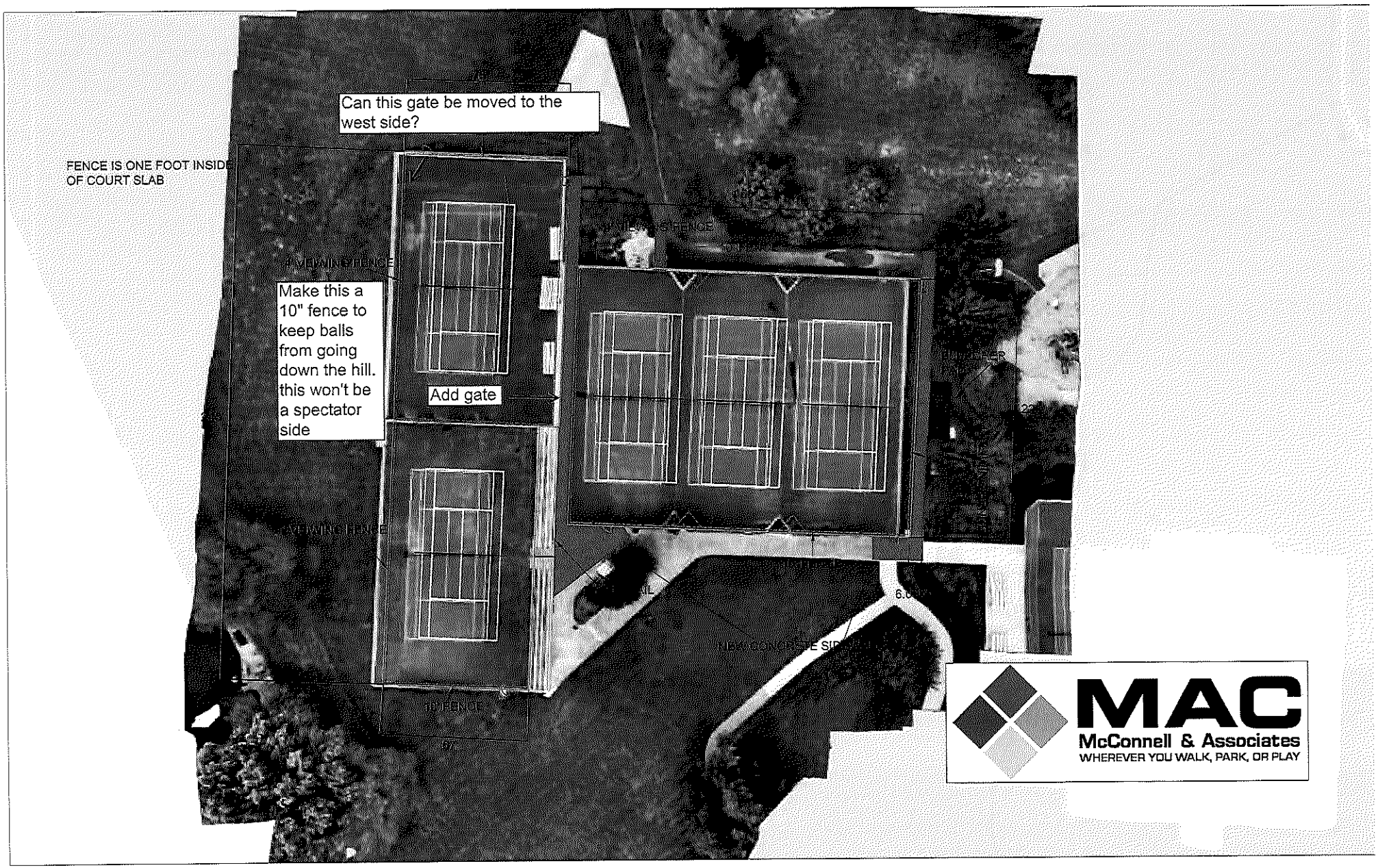
The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature: _____

Name & Title (Please Print): _____

Date Accepted: _____

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.


Can this gate be moved to the west side?
FENCE IS ONE FOOT INSIDE OF COURT SLAB
Make this a 10" fence to keep balls from going down the hill. this won't be a spectator side
Add gate
10' FENCE
MAC
McConnell & Associates
WHEREVER YOU WALK, PARK, OR PLAY

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 27, 2025

SUBMITTED BY: Nathan Lea **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $578,706.69 from Key Equipment & Supply Co. for a Combination Flusher Vac Truck, CIP Project SAN-10.

BACKGROUND/JUSTIFICATION

The Public Works Department utilizes a Combination Flusher Vac Truck for operations within the Sanitary Sewer Department. The Department has routine maintenance goals set by the Missouri Department of Natural Resources (MoDNR) which must be met annually. The flushing of sanitary sewer mains counts towards those goals. The Combination Flusher Vac Truck is also utilized to clear obstructions within the sanitary sewer system as well as clean out sewer lift stations in emergency situations.

The Public Works Department currently utilizes Unit 870 as the current Combination Flusher Vac Truck. Unit 870 is a 2015 Vactor 2100 Freightliner that was purchased in May of 2015. The existing truck is experiencing ongoing issues which result in multiple incidents of downtime, forcing staff to go without the equipment necessary to complete daily tasks and hindering the Department's ability to work towards their routine maintenance goals. Additionally, the Department has outgrown the current equipment's capabilities and could benefit from an upgrade to a vehicle with a dual stage fan. The Department does currently have a backup Vactor unit (Unit 992) but this unit does not have vacuuming capabilities as it is only a flushing unit. By purchasing in the current fiscal year instead FY25/26, the City is estimated to save approximately $40,000 and receive the unit 8-11 months sooner.

The Department did extensive research on functionality, reliability, warranties, and maintenance costs. Equipment options that separated flushing and vacuuming capabilities into their own trucks as well as combination units were considered. The Department witnessed multiple equipment demos and walked through the different options available, ensuring they were selecting a truck and equipment that was going to meet all the Department's current and future needs.

The Department is now requesting to move forward with the purchase of a 2025 Tandem Axle Freightliner Combination Flusher Vac Truck from Key Equipment & Supply Co. The purchase will be made through the utilization of Sourcewell Contract # 101221-VTR, Resolution #36—2014. Unit 870 will be retained by the Department as a backup option and to allow crews the option of completing additional tasks in tandem.

FINANCIAL IMPACT

Contractor:	Key Equipment & Supply Co.

Amount of Request/ Contract:	$578,706.69
Amount Budgeted:	$0
Budget Year:	FY 2024-25
Funding Source/Account #:	460-75000-543500 SAN-10
Account Balance:	Budget Amendment will be completed

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 21, 2025	December 31, 2025
Years and Months Contract in effect	**Number of times renewable**
5 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with proposal attached as Exhibit A.

REVIEWED BY:

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

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/Aa
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	13507 Northwest Industrial Drive Bridgeton, MO 63044 swilliams@keyequipment.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 51-2025

A RESOLUTION APPROVING THE PURCHASE OF A COMBO FLUSHER VAC TRUCK FROM KEY EQUIPMENT & SUPPLY CO.

WHEREAS, the City of Blue Springs' existing Combination Flusher Vac Truck utilized for the flushing and vacuuming of City assets has become unreliable and no longer meets the needs of the City's Public Works Department; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for a Combination Flusher Vac Truck; and

WHEREAS, the Department received pricing information through the National Joint Power Alliance (NJPA) New name Sourcewell - Resolution 36-2014, and recommends that the City purchase a Combination Flusher Vac Truck from Key Equipment & Supply Co. for work flushing and vacuuming sanitary sewer lines and other City owned assets for the amount of $578,706.69.

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

Section 1. The City Administrator is hereby authorized to purchase from Key Equipment & Supply Co., 13507 Northwest Industrial Drive, Bridgeton, MO 63044, a Combination Flusher Vac Truck for the amount of $578,706.69 as outlined in the proposal attached hereto as Exhibit A.

Section 2. City staff is directed to perform all tasks necessary to complete said purchase including submitting a FY2024-25 budget 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 21st day of July 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Presents a

Proposal Summary

Sourcewell Contact#: 101221-VTR
Member #: 37582

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For
City of Blue Springs


VACTOR
Setup

VACTOR

BASIC

MODEL

Vacuum System	Single Engine - Dual Stage Fan	**Debris Body Capacity (cu.yd.)**	15.00
Model Type	Combo	**Water Capacity**	1500
Water Flow	80.00	**Water Pressure**	2500
Chassis Source	Vactor	**Water Tank Material**	Aluminum
Controls		**Blower High Temp Shutdown**	false

CHASSIS

PSFT370A-2025-CH	Tandem Axle -2025 Freightliner 114SD SFA6x4 - 370 HP - Auto -66 -000 GVWR - GHG

STANDARD FEATURES

009iSTD	Under Engine Toolbox
011iSTD	Aluminum Fenders
012iSTD	Mud Flaps
016iSTD	Color Coded Sealed Electrical System
019iASTD	Intuitouch Electronic Package
020iSTD	Double Acting Hoist Cylinder
025iASTD	Handgun Assembly
026iSTD	Ex-Ten Steel Cylindrical Debris Tank
030iSTD	Flexible Hose Guide
032iSTD	(3) Nozzles with Carbide Inserts w/Rack
045iSTD	Suction Tube Storage
046iSTD	1" Nozzle Pipe
048iSTD	10' Leader Hose
1001iSTD	Flat Rear Door w/Hydraulic Locks
1005iSTD	Dual Stainless Steel Float Shut Off System
1023iSTD	Lube Manifold, with Lube Chart
1024iSTD	Debris Body Vacuum Relief System
1031iSTD	Debris Deflector Plate
1033iSTD	60" Dump Height
1041iSTD	Debris Body-Up Message and Alarm

2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
3002iASTD	Single Engine Dual Stage Fan
3019iSTD	Digital Water Pressure Gauge
4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage
4017iSTD	Boom Out of Position Message and Alarm
4022iSTD	Telescopic Boom Elbow- Standard
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
5011iSTD	3"Y -Strainer @ Water Pump
5015iSTD	Midship Handgun Coupling
5019iSTD	Chassis Engine Cooling Package
5022iSTD	Side Mounted Water Pump
6005iDSTD	Digital Hose Footage Counter
6007iSTD	Hose Reel Manual Hyd Extend/Retract
6009iSTD	Hose Reel Chain Cover
6017iSTD	Hydraulic Tank Shutoff Valves
6019iSTD	Rodder Pump Drain Valves
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
6025iSTD	Hose Wind Guide (Dual Roller)- Manual
7001iSTD	Tachometer/Chassis Engine w/Hourmeter
7003iSTD	Water Pump Hour Meter
7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
8000iSTD	Circuit Breakers
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
9002iSTD	Tow Hooks- Front and Rear
9003iSTD	Electronic Back-Up Alarm
9021iSTD	Camera System- Rear Only
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet

S390ASTD	8" Vacuum Pipe Package
S560STD	Emergency Flare Kit
S590STD	Fire Extinguisher 5 Lbs.

BOOM

4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4013i	Rotatable Boom Inlet Hose
4015i	180 deg. 10ft Telescoping Boom

DEBRIS BODY

1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe
1016iSTD	"Subframe Mounted -2 Pipe Rack -8"
1003i	Debris Body Flushout
1009iE	Externally Mounted Trash Pump w/ Basket Intake Screen
1014i	Centrifugal Separators (Cyclones)
1015i	Folding Pipe Rack - Curbside -8" Pipe
1015iA	Folding Pipe Rack - Streetside -8" Pipe
1022i	Rear Door Splash Shield
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
4020i	Anti Splash Valve- Body Inlet

VACUUM OPTIONS

5023i	Fan Flushout System

REAR DOOR

1008iA	6" Rear Door Knife Valve w/Camloc w/Port -6:00 position
1008iG	6" Rear Door Port - Removed - 3:00 Position
1009iD	Full Rear Door Swinging Screen

HOSE REEL

6002iB	600' x 1" Piranha Sewer Hose2500 PSI in lieu of STD

6004iD	Rodder Hose Pinch Roller

WATER TANKS

2018i	Additional Water- 1500 Gal Total
3020i	Digital Water Level Indicator

MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package
CM-PSFT370A-2025-01	Chassis Modifications - 2025 Freightliner PSFT370A

LIGHTING

8001iM	Rear Directional Control- LED Arrowstick
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED

PAINT

Cab Paint Color	White
Cab Paint Color Code	
Module Paint Color	White
Module Paint Code	
i124STD	Vactor 2100i Body Decal- Standard
V-LOGO-APPL.	Vactor Logos - Applied

TOOLBOX

9071iE	Toolbox- Behind Cab - 16w 30h x 96d

WATER ACCESSORIES

2006i	Air Purge
5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM
5016i	Additional Rodder System Accumulator (Manual Operation)
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube

WATER SYSTEM

5002iA	80 GPM/2500 PSI Jet Rodder pump

2025 Vactor 2100i	**$446,666.25**
Less Sourcewell Discount	**$ -13,384.56**
Freight/Del/Install	**$ 5,224.00**
Freightliner 114SD	**$140,200.00**
Total Sourcewell amount	**$578,706.69**

Please remember Price indicated does not include unapproved Special Requests
Price valid for 30 Days from date of 06-02-2025
Price includes freight, PDI, and training for operators and technicians

Product Model: 2100i
Proposal Date: 06-02-2025
Quote Number: 2025-82068
QTY: 1

Customer Initials: ___ _____

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.

Signed By: **Date:**

_ _____ _____

VACTOR

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR

9-1-2021

DomesticSales Terms and Conditions

ORDERS: All orders are subject to acceptance by VactorManufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standar d factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OROTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE ANDEXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this agreement shall not constitute a waiver -thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

_____

VACTOR

Date: _ _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 7, 2025 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $131,181.00 with Reinhold Electric Inc. to relocate electrical lines feeding the electronic billboard off of Coronado.

BACKGROUND/JUSTIFICATION

The City Council on November 20, 1995, by Ordinance No. 2633 entered into agreements to purchase property for the development of the Golf Course. As part of the purchase agreement, the City agreed to move or have moved, at City's expense, the service electrical power line that presently provides power to the Billboard located along the north boundary of the plat and I-70 to a location in either an easement that would run along the north boundary of the plat with I-70 or in the I-70 right of way. To fulfill this requirement the City obtained all necessary easements and solicited bids for the relocation work.

Staff utilized Black and McDonald to develop bid specifications and distributed it as well as posted it on the City's website and plan rooms. Three bids were received from the advertisement of the project and are listed as follows:

Reinhold Electric Inc.	$131,181.00
Swans Construction LLC	$134,500.00
Black and McDonald	$259,353.79

The Public Works Department recommends the contract for the Coronado Electrical Relocation be awarded to the lowest bidder, Reinhold Electric Inc. All work associated with relocation of electrical lines includes survey, staking, clearing and grubbing, installation of 1,958 feet of 2" and 3" PVC pipe along with elbows, installing 5 sectionalizers, providing and connecting service wiring from the meter to the billboard, and site restoration. References for the is contractor are favorable.

Staff recommends approval of a contract with Reinhold Electric Inc for $131,181.00 to complete the Coronado Electrical Relocation.

FINANCIAL IMPACT

Contractor:	Reinhold Electric Inc.	
Amount of Request/ Contract:	$131,131.00	
Amount Budgeted:	$ 0	
Budget Year:	FY2024-25	
Funding Source/Account #:	310-72000-543100 CIP-Misc.	
Account Balance:	-$62,567.89	Date: 7/15/2025

Additional Funds Needed:	Budget Amendment will be completed

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 22, 2025	December 31, 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:	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: ***James Newell***	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:	☒	Reinhold Electric Inc. 1221 SE Broadway Drive Lee's Summit, MO 64081 sasha@reinholdelectric.com
Project Exemption Certificate needed:	☒	
Other:	☐	

Resolution No. 52-2025

A RESOLUTION APPROVING A CONTRACT WITH REINHOLD ELECTRIC INC FOR RELOCATION OF ELECTRICAL SERVICE

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

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

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

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

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

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

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

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

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

WHEREAS, the Public Works Department prepared specifications and secured quotations for relocation of electrical service along Coronado to a billboard; and

WHEREAS, the Department received three bids and now recommends that the City award a contract to Reinhold Electric Inc, for work based on scope of services in the amount of $131,181.00.

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 Reinhold Electric Inc, 1221 SE Broadway Drive, Lee's Summit, MO 64081 for electrical service relocation in the amount of $131,181.00. 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 21st day of July 2025.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: July 22, 2025	TERMINATION DATE: December 31, 2025	CONTRACT NUMBER:
CITY	**CONTRACTOR**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Reinhold Electric Inc.** **1221 SE Broadway Drive** **Lee's Summit, MO 64081**	
Department: Public Works	Attention: Alexander Schmittgens	
Phone: 816-228-0235	Phone: 816-272-5035	

PUBLIC WORKS CONTRACT

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

WITNESSETH:

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

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

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

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

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

3. **Exchange of Data**. All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$131,181.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate this Contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work

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

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 this 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 Contractor to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Choose a building block.

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

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

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

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

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

c. **Maintenance Bond.** Prior to acceptance of the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 50% of the cost of the Work as approved by the City, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of substantial completion for such work covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of the certificates such bond shall be delivered to the City.

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 by Prevailing Wage Order No. Current Wage Order Number , Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars ($100) per worker, per day.

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

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

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

c. The contractor to whom the Contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said

contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

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

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

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

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

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF St. Louis City)

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 Alexander Schmittgens, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Alexander Schmittgens and I am currently the PM of Reinhold Electric Inc. (hereinafter "Company"), whose business address is 1221 S.E Broadway Drive. Lee's Summit, MO 64081, 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

Alexander Schmittgens
Printed Name

Subscribed and sworn to before me this 11th day of July, 2025.

SEAL

STATE OF MISSOURI
Commission Expires Oct. 7, 2026
NOTARY SEAL
NOTARY PUBLIC
Commission # 14630555
WILLIAM J. PAPPAS
ST. LOUIS CITY

William J Pappas
Notary Public

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

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

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

30. **Warranty**. Contractor warrants that all workmanship shall be of good quality, 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. This Contract supersedes all other agreements and conditions, including, but not limited to the Contract Documents as defined in the General Conditions.

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

REINHOLD ELECTRIC, INC.

By: Alexander Schmitt
Name: Alexander Schmitt
Title: PM

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

James Newell, Assistant City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Reinhold Electric Inc.	
Scope of Work (Job Description)	All work associated with relocation of electrical lines The scope of work includes survey, staking, clearing and grubbing, installation of 1,958 feet of 2" and 3" PVC pipe along with elbows, installing 5 sectionalizers, providing and connecting service wiring from the meter to the billboard, and site restoration. All work shall be performed in accordance with Contractor's Bid Sheet – Coronado Electrical Relocation dated June 17, 2025 attached hereto and incorporated herein as Attachment A and Public Works Spec book incorporated as Attachment B	
Start Date	July 22, 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	$ 131,181.00	Maximum payment for services rendered
	$0.00	Maximum amount of expenses to be reimbursed
	$131,181.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☒ Incremental payments as follows: Monthly as billed based on percentage of work ☒ 10% retainage held until completion of project.	

SECTION IV
BID PROPOSAL FOR
Coronado Electrical Relocation
Project No. 25-05-01

NAME OF BIDDER: Reinhold Electric Inc.

ADDRESS OF BIDDER: 1221 SE Broadway Drive

Lee's Summit, MO 64081

ZIP CODE

PHONE 816-272-5035 FAX 314-631-6750 EMAIL sasha@reinholdelectric.com

TO: CITY OF BLUE SPRINGS
c/o Director of Public Works
City Hall
903 W. Main Street
Blue Springs, MO 64015

THE UNDERSIGNED BIDDER, declares that he has examined the drawings, specifications and contract documents attached hereto, the locations of the proposed work, the nature of the work to be done, the conditions affecting the work, and is fully advised as to the extent and character of the work hazards, labor transportation and all other factors which apply, and

HEREBY PROPOSES to furnish all materials, tools, plant, equipment, and all necessary labor and supervision required to construct, install, and to complete the work as stipulated in, required by and in accordance with these Contract Documents and all addenda issued by the Owner and attached hereto, and the Drawings referred to therein, and

GUARANTEES, in the form of a Bid Bond, Certified Check, or Cashier's Check for the amount of not less than 5% of the Contract Price, to furnish a Payment Bond, Performance Bond and two-year Maintenance Bond and execute the Contract.

THE BIDDER AGREES TO pay consumer, use and similar taxes for the work or portions thereof. See General Conditions for Payment Procedures.

ADDENDA

In submitting this proposal, the Bidder represents that he had received and examined the following Addenda:

Number	Date
1	6/11/2025

BASE BID UNIT PROPOSAL

The Bidder agrees to furnish tools, plant, equipment, and all necessary labor and supervision required to construct, install, and to complete the work as stipulated in, required by, and in accordance with these contract Documents and all addenda issued by the Owner and attached hereto, and the plans referred to therein for the **Coronado Electrical Relocation, Project No. 25-05-01.**

See Bid Sheets on the following pages

PERFORMANCE, MAINTENANCE AND PAYMENT BOND

The Contractor to whom the work is awarded is required to furnish an acceptable performance, two-year maintenance and payment bond to the Owner in an amount equal to one hundred (100%) percent of the contract amount as awarded. It shall be executed on the form attached hereto, signed by a surety company authorized to do business in the State of Missouri and appearing on the Treasury Department's most current list (Circular 570 as amended) and acceptable to the Owner.

DELIVERY & ACCEPTANCE

The undersigned agrees, if this bid is accepted, to begin work within ten (10) days after receiving written notice to start work from the Owner and to complete all Phase A work within 60 consecutive calendar days from and after the date of said Notice to Proceed and complete all Phase B work within 5 consecutive calendar days after Evergy energizes the meter, otherwise to be governed by the stipulations of the Contract Documents. See page BS-2 for clarification.

LIQUIDATED DAMAGES

Time is of the essence for the Contract. No work shall be performed on weekends or official holidays. A delay in the diligent prosecution of the Work will inconvenience the public, obstruct traffic, interfere with business, and increase costs to the Owner such as engineering, administration and inspection. It is important that the Work be prosecuted vigorously to completion. Should the Contractor, or in case of default, the Surety fail to complete the Work within the Contract Time, plus any extension of time as may be allowed, a deduction of **($500.00)** will be made for each and every Calendar Day that such contract remains uncompleted. The said amount specified above is hereby agreed upon as Liquidated Damages for loss to the Owner and to the public due to obstruction of traffic, interference with business and increased costs to the Owner such as engineering, administration and inspection, after the expiration of the Contract Time, or extension thereof. Such Liquidated Damages may be deducted from any money due or to become due the Contractor under this Contract, and the Contractor and his Surety shall be liable for any Liquidated Damages in excess of the amount due the Contractor.

Permitting the Contractor to continue and finish the Work after the expiration of the Contract Time or extension thereof, shall in no way operate as a waiver of the Owner's rights under this Contract.

The undersigned hereby designates as his office to which such notice of award may be mailed, telegraphed or delivered
to: 2511 Lemay Ferry Road St. Louis, MO 63125
sasha@reinholdelectric.com.

BID GUARANTY

Attached hereto is a (Certified Check-Cashier's Check/Bid Bond) Bid Bond

_____ on the Travelers Casualty and Surety Company of America
(Bank/Surety)

of St. Louis, MO for the sum of 300,000 Dollars
City State

($ 6,559.05 payable to the City of Blue Springs, Missouri.

The Undersigned agrees that the accompanying bid deposit shall become the property of the Owner should he fail or refuse to execute the contract or furnished bond as called for in the specifications within the time specified.

Dated in [signature] this 13th day of June, 2025

Signature of Bidder _____

By Alexander (Sasha) Schmittgens

Title Project Manager

Address 2511 Lemay Ferry Road St. Louis, MO 63125

ATTEST: [signature]
Secretary (If Corporation)

Seal (If Corporation)

Attach or Include Signed Affidavits (2) and documentation evidencing the above-named business entity's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and not knowingly employing any person who is an unauthorized alien in connection with the contracted services.

BID SHEET

CORONADO ELECTRIC PROJECT NO. 25-05-01

ITEM #	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
1	Survey	LS	1	$8,000	$ 8,000
2	Construction Staking	LS	1	$3,000	$3,000
3	Clearing and Grubbing Type text here	LS	1	$8,500	$8,500
4	Temporary Traffic Control	LS	1	$5,000	$5,000
5	Furnish & Install 2" Schedule 40 PVC Pipe	LF	1,723	$17	$29,291
6	Furnish & Install 2" Schedule 40 PVC Elbow	EA	11	$45	$495
7	Furnish & Install 3" Schedule 40 PVC Pipe	LF	235	$17	$3,995
8	Furnish and Install XF Pad	EA	1	$2,500	$2,500
9	Install Evergy Provided Sectionalizer	EA	5	$2,600	$13,000
10	Provide Wiring for Service Connection	LS	1	$ 2,000	$2,000
11	Connect Service Wiring	LS	1	$6,000	$6,000
12	Site Restoration	LS	1	$6,000	$6,000
13	Mobilization	LS	1	$10,000	$10,000
14	Rock Boring	LF	104	$100	$10,400
15	Rock Excavation - Open Digging/Trenching	CY	100	$30	$3,000
16	Force Account	LS	1	$ 20,000.00	$ 20,000.00
				TOTAL BID	$131,181

	GENERAL BID NOTES:				
1	**All work performed done per EVERGY ELECTRIC SERVICE STANDARDS, EVERGY**				
	EQUIPMENT AND CONDUIT INSTALLED PER EVERGY'S STANDARD DRAWINGS.				
2	All PVC pipe shall be installed to a depth of 41" and inspected and accepted by Evergy				
	prior to backfilling.				
3	PVC elbows shall have a minimum radius of 36".				
4	Evergy will provide the sectionalizers for this project.				
5	Bid Items #10 and 11 shall include all parts needed to complete the service line installation				
	from the transformer to meter. Any additional parts needed to complete the service hookup				
	will be subsidiary to the bid price.				
6	The service line installation shall be completed by a qualified electrician.				
7	The owner of the billboard that this service serves shall be given advance notice of when the				
	billboard will be non-operational and the duration of the event.				
8	Bid Item #12 shall include final grading, seeding, fertilizer, and mulch.				
9	Bid Items #14 and 15 will only be used if a rock bore is needed or substantial rock is				
	encountered and needing a hammer to facilitate Open Digging or Trenching.				
	Any or all of these bid items are not payable to the contractor unless needed.				
10	Bid Item #16 is only for unforeseen issues or bid item overruns. Any or all of this bid				
	item is not payable to the contractor unless needed.				
11	Any item(s) needed to complete this project that is not specically called out shall be				
	considered subsidiary to the bid.				
	Contract Consecutive Calendar Days Clarification:				
	Phase A - 60 consecutive calendar days after notice to proceed is issued is to install all of the				
	items that Evergy will need to complete their portion of the work. Phase A also includes all work				
	that can be completed for the work needed from the transformer location to the base of the billboard.				
	Phase B - 5 consecutive calendar days once Evergy is complete and power is available to				
	complete the installation.				
		BS-2			Coronado Electric

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 17, 2025

SUBMITTED BY: Nathan Lea **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $294,719.22 from Key Equipment & Supply Co. for a Camera Van, CIP Project CIP-MISC.

BACKGROUND/JUSTIFICATION

The Public Works Department utilizes a TV van and televising equipment for operations within its Sanitary Sewer Department. The Department has routine maintenance goals, set by the Missouri Department of Natural Resources (MoDNR), which they must meet annually, and the televising of sanitary sewer mains counts towards those goals. The televising equipment is also used to confirm the status and structural integrity of our mains, check for damage, and check for obstructions in emergency situations.

The Public Works Department currently utilizes Unit 677 for their TV van. Unit 677 is a 2006 Ford E350 van, that was purchased in December of 2006, which houses their existing Rausch televising equipment. The existing TV van is experiencing ongoing issues and has reached its end of life. Additionally, the department has outgrown the existing van and requires more space to complete televising work more efficiently and effectively. The Department is also experiencing ongoing complications with the existing televising equipment. Since the purchase of the equipment in 2022, the Department has experienced consistent operating failures with the camera, requiring it to be sent out for repairs. There are no local vendors that work on the existing Rausch equipment, requiring it to be sent back to the manufacturer in Connecticut for all necessary repairs, creating excessive downtime without the necessary equipment to continue some daily tasks. The Department does not have a backup camera with the same capabilities to be able to continue operations requiring televising in its absence.

The Department did extensive research on existing camera options available, focusing on functionality, reliability, warranties, and access to local repair options. The Department witnessed multiple camera equipment demos and walked through multiple different types of truck and van options, ensuring they were selecting a vehicle and equipment that was going to meet all of the Departments needs to move forward with options efficiently and effectively.

The Department is now requesting to move forward with the purchase of a 2025 Ford E-450 outfitted with Envirosight televising equipment from Key Equipment & Supply Co. The purchase will be made through the utilization of Sourcewell Contract # 120721-EVS, Resolution #36-2014. Due to the unit reaching its end of life, and the excessive downtime of the televising equipment, Unit 677 will be removed from service, with the televising equipment included.

FINANCIAL IMPACT

Contractor:	Key Equipment & Supply Co.
Amount of Request/ Contract:	$294,719.22
Amount Budgeted:	$0
Budget Year:	FY 2024-25
Funding Source/Account #:	460-75000-543500 CIP-Misc.
Account Balance:	$0 Date: 6/26/2025
Additional Funds Needed:	$294,719.22
Funding Source/Account#	460-75000-543300 SAN-07

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
July 21, 2025	December 31, 2025
Years and Months Contract in effect	**Number of times renewable**
6 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with quote attached as

REVIEWED BY:

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

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/Aa
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	13507 Northwest Industrial Drive Bridgeton, MO 63044 swilliams@keyequipment.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 53-2025

A RESOLUTION APPROVING THE PURCHASE OF A CAMERA VAN FROM KEY EQUIPMENT & SUPPLY CO.

WHEREAS, the City of Blue Springs' existing camera truck, utilized for the television of City assets, has begun failing; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for a Camera Van; and

WHEREAS, the Department received pricing information through the National Joint Power Alliance (NJPA) new name Sourcewell - Resolution 36-2014, and now recommends that the City purchase a Camera Van from Key Equipment & Supply Co. for work televising sanitary sewer lines and other City owned assets for the amount of $294,719.22.

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

Section 1. The City Administrator is hereby authorized to purchase from Key Equipment & Supply Co., 13507 Northwest Industrial Drive, Bridgeton, MO 63044, a Camera Van for the amount of $294,719.22 as outlined in the quote attached hereto as Exhibit A.

Section 2. City staff is directed to perform all tasks necessary to complete said purchase including submitting a FY2024-25 budget 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 21st day of July 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

June 11, 2025

City of Blue Springs
Attn: Mr. Charles Jones, Fleet Manager
500 SE Sunnyside School Road
Blue Springs, MO 64014

Re: Envirosight RX CCTV System
Ford E450 Cutaway with Build Out

Sourcewell #: 120721-EVS
Member #37582

Charles,

Thank you for the opportunity to supply you with pricing for an Envirosight Rovver X camera system mounted into a Ford E-450 Cutaway with 14' box. The pricing that I am supplying for you is from the Sourcewell purchasing contract. The Rovver X is unequaled in performance, capability, expandability and reliability by having little resistance in the pipe allowing quick, accurate, state of the art reporting capabilities. It is simple yet powerful and is raising the bar and setting the standard for underground inspection systems.

Published
Sourcewell Items:

	Equipment to be installed in Van with stated options
	Description
E-RX-SYS-PRO-HD	Standard Rovver X HD System includes DCX5000 Controller (joysticks) with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.
E-080-0711-00	(4) Medium Aggressive wheels (QC)
Utility	Cable reel slide swivel

E-564-0900-05	Removable lift for camera
Cabinet Lights	Lighting for cabinet space
Monitor	Upgrade to 27” Rear facing TruVu Video Monitor

Ford E-450 Cutaway Cab with Generator Build-Out:

E-450 Build-Out vehicle with all following items:
Solid bulkhead wall with smoked window • Formica desk with wall outlets above and below Overhead LED lighting •pass-through door with kick plate • operator chair • black treaded rubber floor• safety light switches in truck cab • Rack cabinet (for computer/DVD-RW) • wall file • video distribution booster • Built-in heavy-duty storage/tool chest • slide-out crawler tray under cable reel • Wash-down system (on-demand pump, lighted switch, 18-gallon water tank with exterior fill • 25’ retractable hose reel) •ceiling-mounted LED lights • rear-facing Tru-Vu monitor • black treaded rubber floor • Aluminum storage shelf and caddy • wheel drawer • rubber glove dispenser • Shore power Wall Mounted Plug and separate cord • breaker box • auto-transfer switch • 12V fuse block • Stainless Steel counter tops all around

Build out and mounting to be installed into Ford E-450 Cutaway Gas Van

2025 Ford E-450	Ford E-450 Van
Power Unit	5.5 KW Onan Gas Generator
Arrow Board	Roof Mounted Arrow Board, Top, Rear Mounted
Front Roof Mounted Strobe	Front Roof mounted 360-degree LED strobe light
Backup Alarm	Back up Alarm
Back-up Camera	Back-up Camera
Insulation	Insulation for 14’ body
Pocket Door	Pocket Door in office bulkhead in lieu of swinging door
Unpublished options:	
Monitor	27” Rear facing monitor at upper right rear inside box

Rackmount Computer	Rackmount computer (no software included)
Pole storage	Pole storage on back door, includes (5) poles
Wireless capability	Wireless WIFI Gateway
Safety lighting (Flashing)	(4) 1 on each rear corner (Amber/Green)
Safety lighting (Flashing)	(2) front grill

Equipment and Build Out Sourcewell:	$210,967.02
Less Sourcewell Discount:	-$ 10,549.51
Tariff fee:	$ 6,991.71
2025 Ford E450 Cutaway, Gas	$ 73,000.00
Unpublished Options	$ 7,440.00
Freight:	$ 3,120.00
Local delivery, PDI, and Training:	$ 3,750.00
Total Price for One (1) Envirosight with Van Build Out:	**$294,719.22**

Pricing is subject to valid for 45 days

Thank you for continuing to be an important member of the Key Equipment family. We greatly appreciate the opportunity to serve you. If you have any questions, please don't hesitate to contact me at (913) 915-8709 or swilliams@keyequipment.com.

Respectfully,

Steve Williams

Steve Williams
Territory Manager
Key Equipment & Supply Co.





*Sample Photo

St. Louis Headquarters
Key Equipment & Quality Rents
13507 Northwest Industrial Drive
Bridgeton, MO 63044
800-325-4323

Kansas City Branch
Key Equipment & Quality Rents
6716 Berger Avenue
Kansas City, KS 66111
800-262-0149

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 24, 2025

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

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

ISSUE/REQUEST

Darrell Smith of Hero Fund USA will present a donation in the amount of $8,733.00.

BACKGROUND/JUSTIFICATION

Darrell Smith of Hero Fund USA will present a check to the City in the amount of $8,733. The donation is a reimbursement grant from the organization to fund just under 50% of the cost to replace headset communication devices for the Police Department's tactical team.

A total of 21 TCI Liberator headsets were purchased from Baysingers Equipment in the amount of $18,584.79 to replace aging equipment used by the tactical team members. The department will be the 100th agency served by Hero Fund since it was founded.

FINANCIAL IMPACT

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

REVIEWED BY:

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